

Regular meeting of the  
**Oneida City School District**  
**Board of Education**  
June 9, 2020  
6:00 PM via Google Meet



**District Mission:** To educate, inspire and empower.  
**District Vision:** Students reaching their fullest potential.

**Agenda**

- I. Meeting Called to Order**
- II. Pledge of Allegiance**
- III. Presentation**
  - a. Retiree and Board Member Recognition
- IV. Public Forum (20 Minutes)**
- V. Consent Agenda**
  - a. Meeting Minutes
    - i. May 19, 2020 Regular Meeting
    - ii. June 1, 2020 Annual Budget Hearing
  - b. Special Education
    - i. Committee on Special Education
    - ii. 504 Committee
    - iii. Committee on Preschool Special Education
- VI. Finance**
  - a. Financial Reports
  - b. Appropriation Transfers
  - c. Claims Auditor Report
- VII. Resolutions**
  - a. Elimination of Oneida City School District Positions
  - b. Creation of Oneida City School District Position
  - c. Personnel
  - d. Intermunicipal Agreement - Madison-Oneida BOCES
  - e. Student Teaching Affiliation Agreement
  - f. Course for Approval - Forensic Science
  - g. Policies for Approval
  - h. Budget Amendment - Retiree Payments
  - i. Retirement Incentive Payments
  - j. Year End Resolution

- k. Governor's Executive Order 202
- l. 2020-2021 Student Physician Agreement
- m. 2020-2021 Employee Physician Agreement
- n. 2020-2021 Cooperative Bidding Services Agreement
- o. Project Account Expenditure
- p. Salary Increase
- q. Salary Increase - *Agenda Addition*
- r. Textbook for Review: Educated
- s. Textbook for Review: The Poet X
- t. Textbook for Review: The Absolutely True Diary of a Part-Time Indian
- u. Textbook for Review: Dear Martin

**VIII. Communications**

- a. Committee Chair Reports
- b. BOE President Report
- c. Discussions
  - i. Committee Meetings for 2020-2021 Committee Members
  - ii. Retreat/Professional Learning for BOE Members
- d. Superintendent Report
- e. Assistant Superintendent for Finance Report

**IX. Adjournment**

*you're invited to a*  
**Retirement  
Recognition**

*honoring*

|                         |                        |
|-------------------------|------------------------|
| <i>Cynthia Bobo</i>     | <i>Patrick Mercer</i>  |
| <i>Scott Fallon</i>     | <i>Brian Planck</i>    |
| <i>Ann Fowler</i>       | <i>Kathy Simchik</i>   |
| <i>Karen Knight</i>     | <i>Connie Skinner</i>  |
| <i>Cheryl MacDonald</i> | <i>Robert Straczuk</i> |
| <i>Theodore Mahl</i>    |                        |

**June 9, 2020 6:00 pm**

Board of Education Meeting  
via Google Meet

**R.S.V.P. Melanie Fountain**

email [mfountain@oneidacsd.org](mailto:mfountain@oneidacsd.org) by June 2, 2020

*Family Members are always welcome!*

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: CONSENT ITEMS**  
**DATE: JUNE 9, 2020**

The following consent items are being submitted for your approval:

- Meeting Minutes
  - i. May 19, 2020 Regular Meeting
  - ii. June 1, 2020 Annual Budget Hearing
- Special Education
  - i. Committee on Special Education
  - ii. 504 Committee
  - iii. Committee on Preschool Special Education

**RECOMMENDED ACTION**

**Motion to approve consent items as submitted for June 9, 2020.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_



REGULAR MEETING OF THE  
ONEIDA CITY SCHOOL DISTRICT'S  
BOARD OF EDUCATION

May 19, 2020  
6:00 PM at the Administrative Offices  
via VIRTUAL MEETING

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**MEMBERS PRESENT:** Mr. Robert Group, President  
Ms. Melinda Bowe, Vice President  
Ms. Heather Denby  
Mr. John Elbersen  
Mr. Martin Kelly  
Mr. James Maio  
Ms. Jennifer Parker

**MEMBERS ABSENT:**

**ADMINISTRATORS PRESENT:** Ms. Mary-Margaret Zehr, Superintendent  
Mr. James Rowley, Assistant Superintendent for  
Finance and Clerk of the Board

**SPECTATORS PRESENT:** Genevieve Brauner, Jessica Poyer, Linda Buschatzke,  
Dave Dampf, Kathy Davis, Jennifer Roberts

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The Pledge of Allegiance was said. The regular meeting of the Oneida City School District's Board of Education for May 19, 2020 was called to order by President Mr. Robert Group at 6:00 PM. President Group then referred to the prepared agenda.

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**CONSENT ITEMS**

**MOVED BY** *Maio*, **SECONDED BY** *Parker*, to approve the consent items for the May 19, 2020 Board of Education Meeting as submitted.

**Consent Items**  
ACTION NO. 200

**VOTE ON THE MOTION**      **AYES 7 NAYS 0**  
**MOTION CARRIED**      \_\_\_\_\_

**FINANCE**

**MOVED BY** *Elbersen*, **SECONDED BY** *Bowe*, to approve the financial reports for the May 19, 2020 Board of Education Meeting as submitted.

**Finance**  
ACTION NO. 201

**VOTE ON THE MOTION**      **AYES 7 NAYS 0**  
**MOTION CARRIED**      \_\_\_\_\_

**FINANCE – APPROPRIATION TRANSFERS**

**MOVED BY** *Parker*, **SECONDED BY** *Kelly*, to approve the appropriation transfers for May 2020 as submitted.

**Finance –**  
**Appropriation**  
**Transfers**  
ACTION NO. 202

**VOTE ON THE MOTION**      **AYES 7 NAYS 0**  
**MOTION CARRIED**      \_\_\_\_\_



**ADMINISTRATIVE CONTRACT ADDENDUM**

MOVED BY *Maio*, SECONDED BY *Kelly*, to approve the Addendum to the Administrative Contract for Jessica Poyer as submitted.

VOTE ON THE MOTION            AYES 7 NAYS 0  
MOTION CARRIED

**COURSE FOR REVIEW – FORENSIC SCIENCE**

The course Forensic Science was presented for review with approval at a future Board of Education Meeting as submitted.

FOR INFORMATION ONLY

**POLICIES FOR REVIEW**

The attached policies are submitted for your first reading. Vote for approval will be at a future Board of Education Meeting: #TBA Education of Homeless Children; #TBA Student Registration and Pre-Registration to Vote; 4500 General Procurement Standards; 5002 District Wide Safety Plans and Building Level Emergency Response Plans; 4500.1 Competitive Bidding; 4500.2 Non Bid Purchasing; 4500.3 Procurement of Goods and Services Quote Form; 4600 Expense Reimbursements (Employees); 4601 Extra Classroom Activity Funds; 5401 Transportation To and From Child Care Locations/Special Transportation Requests; 1003 School Volunteers; 1005 Code of Conduct for the Maintenance of Public Order on School Property and at School Functions; #TBA Plain Language Summary of The Oneida City School District's Code of Conduct; 1301 Distribution of Information throughout the Schools; 3002.1 Administrative Personnel; #TBA Administration Job Description: K-12 Executive Principal; 3207 Administration Job Description: Administrator for Technology and Special Programs; 3201 Administration Job Description: Administrator for Curriculum, Instruction & Assessment; 4302 Online Banking Policy; 4302.1 Online Banking Procedure; 4700.1 Cellular Telephones; 4701.1 Credit Cards; 5300.1 Regulations for Access to Blocked Internet Sites; 7008.1 Principles and Procedures for Determining Student Residency; 7028 Determination of Student Residency; 7050 Safety Policy Statement; 8301 Review of Instructional Materials; 8303 Review of Exams; #TBD Policy on Data Security and Privacy; 7202 Student Alcohol, Tobacco and Drug Abuse; 7300 Extra-Curricular Participation; Policies recommended for deletion: 3201 Administration Job Description: Assistant Superintendent for Instruction; 7202.1 Drugs and Alcohol Detection;

FOR REVIEW ONLY

**BOE PRESIDENT REPORT**

Mr. Robert Group presented his BOE President Report.

FOR INFORMATION ONLY

**BUDGET**

Discussion regarding budget.

FOR DISCUSSION ONLY

**Administrative  
Contract Addendum –  
J. Poyer**  
ACTION NO. 208

**Course for Review –  
Forensic Science**  
NO ACTION

**Policies for Review**  
NO ACTION

**BOE President Report**  
NO ACTION

**Budget**  
NO ACTION





**EXECUTIVE SESSION**

**MOVED BY Denby, SECONDED BY Kelly**, that the board of education meeting of May 19, 2020 move to executive session at 7:23 PM for purposes of the employment history of a particular person, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person;

**VOTE ON THE MOTION            AYES 7 NAYS 0**  
**MOTION CARRIED**

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*The Board of Education returned to regular session at 8:32 PM*

**ADJOURNMENT**

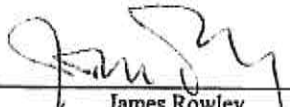
**MOVED BY Denby, SECONDED BY Maio**, that the Board of Education meeting of May 19, 2020 be adjourned at 8:33 PM.

**VOTE ON THE MOTION            AYES 7 NAYS 0**  
**MOTION CARRIED**

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**Executive Session**  
**ACTION NO. 211**

**Adjournment**  
**ACTION NO. 212**

  
\_\_\_\_\_  
James Rowley  
Clerk of the Board

**ANNUAL BUDGET HEARING MEETING OF THE  
ONEIDA CITY SCHOOL DISTRICT'S  
BOARD OF EDUCATION**

June 1, 2020

6:00 PM via Google Meet

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**MEMBERS PRESENT:**

Mr. Robert Group, President  
Ms. Melinda Bowe, Vice President  
Ms. Heather Denby  
Mr. Martin Kelly  
Mr. James Maio  
Ms. Jennifer Parker

**MEMBERS ABSENT:**

Mr. John Elberson

**ADMINISTRATORS PRESENT:**

Ms. Mary-Margaret Zehr, Superintendent  
Mr. James Rowley, Assistant Superintendent for  
Finance and Clerk of the Board

**SPECTATORS PRESENT:**

Patricia Ferrara, Kim Friend-Griffing, Linda Buschatke,  
David Wright, Jessica Poyer, Jennifer Harding, Laura  
Reff, Teresa Rice, Dave Dampf, Lisa Gaudet

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The annual budget hearing meeting of the Oneida City School District's Board of Education for June 1, 2020 was called to order by President Mr. Robert Group at 6:01 PM. The Pledge of Allegiance was said. President Group then proceeded with the annual budget hearing meeting. The annual budget hearing was adjourned at 6:27 PM.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: FINANCIAL REPORTS**  
**DATE: JUNE 9, 2020**

Financial reports for the month of April 2020:

General Fund Revenue Report  
Treasurer's Report  
OHS Classroom Activity Funds  
OSMS Student Activity Accounts

**RECOMMENDED ACTION**

**Motion to approve the financial reports as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_ N\_\_\_

# ONEIDA CITY SCHOOL DISTRICT - GENERAL FUND REVENUE REPORT

Month Ending April 30, 2020

|         |                                          | <u>Budgeted</u><br><u>Revenues</u> | <u>Revenues</u><br><u>Received</u> | <u>Balance</u><br><u>Unearned</u> |
|---------|------------------------------------------|------------------------------------|------------------------------------|-----------------------------------|
| A1001   | Real Property Tax                        | \$ 15,205,474.11                   | \$ 14,596,775.54                   | \$ 608,698.57                     |
| A1081   | Payments in Lieu of Taxes                | 59,900.00                          | 35,223.98                          | 24,676.02                         |
| A1085   | School Tax Relief Reimbursement          | 2,689,235.89                       | 2,688,120.61                       | 1,115.28                          |
| A1090   | Interest & Penalties on Taxes            | 70,000.00                          | 56,134.05                          | 13,865.95                         |
| A1310   | Day School Tuition (Includes Foster)     | 0.00                               | 0.00                               | 0.00                              |
| A1330   | Textbook Charges from Individuals        | 300.00                             | 70.47                              | 229.53                            |
| A1410   | Admissions                               | 15,000.00                          | 9,021.81                           | 5,978.19                          |
| A1489   | Other Charges/Services                   | 0.00                               | 771.00                             | (771.00)                          |
| A2280   | Health Services-Other Districts          | 25,000.00                          | 31,434.00                          | (6,434.00)                        |
| A2308   | Transportation-BOCES                     | 0.00                               | 0.00                               | 0.00                              |
| A2401.A | Interest and Earnings                    | 4,000.00                           | 28,960.86                          | (24,960.86)                       |
| A2410   | Rental of Property                       | 11,000.00                          | 21,320.50                          | (10,320.50)                       |
| A2413   | Rental of Property-BOCES                 | 76,000.00                          | 97,625.00                          | (21,625.00)                       |
| A2414   | Rental of Buses                          | 12,000.00                          | 47,267.60                          | (35,267.60)                       |
| A2450   | Commissions                              | 0.00                               | 271.29                             | (271.29)                          |
| A2650   | Sale of Scrap and Excess                 | 0.00                               | 0.00                               | 0.00                              |
| A2655   | Minor Sales/Machine                      | 0.00                               | 0.00                               | 0.00                              |
| A2660   | Sale of Real Property                    | 0.00                               | 0.00                               | 0.00                              |
| A2665   | Sale of Equipment                        | 10,675.00                          | 13,416.70                          | (2,741.70)                        |
| A2666   | Sale of Transportation Equipment         | 0.00                               | 18,925.00                          | (18,925.00)                       |
| A2670-2 | Sale of Instr. Supplies                  | 0.00                               | 0.00                               | 0.00                              |
| A2680   | Insurance Recoveries                     | 0.00                               | 1,386.57                           | (1,386.57)                        |
| A2690   | Other Compensation for Loss              | 0.00                               | 3,734.09                           | (3,734.09)                        |
| A2700   | Reimb. Medicare Part D Expenditures      | 150,000.00                         | 126,213.00                         | 23,787.00                         |
| A2701   | Refund-Prior Yrs. Expenditures/BOCES aid | 150,000.00                         | 490,363.02                         | (340,363.02)                      |
| A2703   | Refund-Prior Yrs. Expenditures           | 100,000.00                         | 81,634.26                          | 18,365.74                         |
| A2705   | Gifts and Donations                      | 0.00                               | 1,000.00                           | (1,000.00)                        |
| A2707   | Special Program Revenue                  | 0.00                               | 0.00                               | 0.00                              |
| A2725   | VLT/Tribal Compact Monies                | 0.00                               | 4,595.82                           | (4,595.82)                        |
| A2770   | Miscellaneous Revenues                   | 100,000.00                         | 28,533.50                          | 71,466.50                         |
| A3089   | Star Program/Reimbursement/Admin.        | 0.00                               | 0.00                               | 0.00                              |
| A3101.A | Basic Aid & Building                     | 17,140,731.00                      | 11,825,622.52                      | 5,315,108.48                      |
| A3101.E | Excess Cost Aid                          | 2,773,428.00                       | 2,121,100.40                       | 652,327.60                        |
| A3102   | Lottery Aid                              | 3,159,756.00                       | 3,974,184.49                       | (814,428.49)                      |
| A3103   | BOCES                                    | 2,402,962.00                       | 0.00                               | 2,402,962.00                      |
| A3104   | Tuition Aid/Students w/Disabilities      | 0.00                               | 58,673.00                          | (58,673.00)                       |
| A3260   | Textbooks                                | 116,279.00                         | 116,500.00                         | (221.00)                          |
| A3262   | Computer Software Aid                    | 71,070.00                          | 71,046.00                          | 24.00                             |
| A3263   | Library Loan Program                     | 13,052.00                          | 13,050.00                          | 2.00                              |
| A3289.A | Other State Aid-Incar. Youth             | 50,000.00                          | 38,095.00                          | 11,905.00                         |
| A3289   | Other State Aid                          | 0.00                               | 235,547.57                         | (235,547.57)                      |
| A4601   | Medicaid Assistance                      | 115,000.00                         | 251,984.23                         | (136,984.23)                      |
| A5031.E | Transfers From Debt Service Fund         | 50,000.00                          | 50,000.00                          | 0.00                              |
| A5050   | Interfund Transfer for Debt              | 0.00                               | 0.00                               | 0.00                              |
|         | Subtotal                                 | \$ 44,570,863.00                   | \$ 37,138,601.88                   | \$ 7,432,261.12                   |
| 19-20   | Appropriated Fund Balance                | 2,386,926.00                       | 0.00                               | 2,386,926.00                      |
|         | Appropriated Reserves                    | 32,500.00                          | 0.00                               | 32,500.00                         |
|         | <b>TOTAL REVENUES</b>                    | <b>\$ 46,990,289.00</b>            | <b>\$ 37,138,601.88</b>            | <b>\$ 9,851,687.12</b>            |



**ONEIDA CITY SCHOOL DISTRICT**

**TREASURER'S REPORT - GENERAL FUND**

|                                 |                       |           |                      |                             |
|---------------------------------|-----------------------|-----------|----------------------|-----------------------------|
| Cash Per Books:                 | April 1, 2020         | \$        | <u>15,828,187.29</u> |                             |
| Cash receipts - State/BOCES Aid |                       |           | <u>1,365,226.36</u>  |                             |
| - Other                         |                       |           | <u>707,213.02</u>    |                             |
| Receipts and Cash Balance       |                       |           | <u>17,900,626.67</u> |                             |
| Cash Disbursements              |                       | (         | <u>3,215,060.06</u>  | )                           |
| <b>Cash Per Books:</b>          | <b>April 30, 2020</b> | <b>\$</b> |                      | <b><u>14,685,566.61</u></b> |

**BANK RECONCILIATION**

|                            |                       |           |                      |                             |
|----------------------------|-----------------------|-----------|----------------------|-----------------------------|
| Balance as Per Statement:  | Checking              | \$        | <u>52,525.70</u>     |                             |
|                            | CD/Savings            |           | <u>14,658,255.61</u> |                             |
|                            | subtotal              |           | <u>14,710,781.31</u> |                             |
| <b>Plus:</b>               |                       |           |                      |                             |
| <b>Less:</b>               |                       |           |                      |                             |
| Outstanding Checks:        |                       | (         | <u>25,214.70</u>     | )                           |
| <b>Reconciled Balance:</b> | <b>April 30, 2020</b> | <b>\$</b> |                      | <b><u>14,685,566.61</u></b> |

**TREASURER'S REPORT - SCHOOL LUNCH FUND**

|                           |                       |  |           |                         |
|---------------------------|-----------------------|--|-----------|-------------------------|
| Cash Per Books:           | April 1, 2020         |  | \$        | <u>114,804.69</u>       |
| Cash receipts:            |                       |  |           | <u>924.40</u>           |
| Receipts and Cash Balance |                       |  |           | <u>115,729.09</u>       |
| Cash Disbursements        |                       |  |           | ( <u>67,016.10</u> )    |
| <b>Cash Per Books:</b>    | <b>April 30, 2020</b> |  | <b>\$</b> | <b><u>48,712.99</u></b> |

**BANK RECONCILIATION**

|                            |                       |  |           |                         |
|----------------------------|-----------------------|--|-----------|-------------------------|
| Balance as Per Statement:  | Checking              |  | \$        | <u>48,712.99</u>        |
| <b>Less:</b>               |                       |  |           |                         |
| Outstanding Checks         |                       |  |           | ( <u>0.00</u> )         |
| <b>Add:</b>                |                       |  |           |                         |
| Lunch deposits             |                       |  |           | 0.00                    |
| MSB In-Transit             |                       |  |           | 0.00                    |
| Heartland In-Transit       |                       |  |           | <u>0.00</u>             |
| <b>Reconciled Balance:</b> | <b>April 30, 2020</b> |  | <b>\$</b> | <b><u>48,712.99</u></b> |

**TREASURER'S REPORT - SPECIAL AID FUND**

|                           |                       |  |           |                          |
|---------------------------|-----------------------|--|-----------|--------------------------|
| Cash Per Books:           | April 1, 2020         |  | \$        | <u>223,577.05</u>        |
| Cash receipts:            |                       |  |           | <u>101,075.65</u>        |
| Receipts and Cash Balance |                       |  |           | <u>324,652.70</u>        |
| Cash Disbursements        |                       |  |           | ( <u>147,478.96</u> )    |
| <b>Cash Per Books:</b>    | <b>April 30, 2020</b> |  | <b>\$</b> | <b><u>177,173.74</u></b> |

**BANK RECONCILIATION**

|                            |                       |  |           |                          |
|----------------------------|-----------------------|--|-----------|--------------------------|
| Balance as Per Statement:  | Checking              |  | \$        | <u>179,083.14</u>        |
|                            | subtotal              |  |           | <u>179,083.14</u>        |
| <b>Less:</b>               |                       |  |           |                          |
| Outstanding Checks         |                       |  |           | ( <u>1,909.40</u> )      |
| <b>Reconciled Balance:</b> | <b>April 30, 2020</b> |  | <b>\$</b> | <b><u>177,173.74</u></b> |

**TREASURER'S REPORT - CAPITAL FUND**

|                                       |    |                      |                      |
|---------------------------------------|----|----------------------|----------------------|
| <b>Cash Per Books: April 1, 2020</b>  | \$ | <u>393,022.35</u>    |                      |
| Cash receipts:                        |    | <u>5.82</u>          |                      |
| <b>Receipts and Cash Balance</b>      | \$ | <u>393,028.17</u>    |                      |
| Cash Disbursements                    |    | <u>( 33,592.00 )</u> |                      |
| <b>Cash Per Books: April 30, 2020</b> |    |                      | \$ <u>359,436.17</u> |

**BANK RECONCILIATION**

|                            |                       |    |                   |                      |
|----------------------------|-----------------------|----|-------------------|----------------------|
| Balance as Per Statement:  | Checking              | \$ | <u>166,405.80</u> |                      |
|                            | CD/Savings            |    | <u>193,030.37</u> |                      |
|                            | Subtotal              | \$ | <u>359,436.17</u> |                      |
| <b>Less:</b>               |                       |    |                   |                      |
| Outstanding Checks         |                       |    | <u>( 0.00 )</u>   |                      |
| <b>Reconciled Balance:</b> | <b>April 30, 2020</b> |    |                   | \$ <u>359,436.17</u> |

**TREASURER'S REPORT - TRUST AND AGENCY/SCHOLARSHIP FUNDS**

|                                       |    |                         |                      |
|---------------------------------------|----|-------------------------|----------------------|
| <b>Cash Per Books: April 1, 2020</b>  | \$ | <u>680,160.50</u>       |                      |
| Cash receipts:                        |    | 2,517,692.29            |                      |
| <b>Receipts and Cash Balance</b>      | \$ | <u>3,197,852.79</u>     |                      |
| Cash Disbursements                    |    | <u>( 2,480,770.09 )</u> |                      |
| <b>Cash Per Books: April 30, 2020</b> |    |                         | \$ <u>717,082.70</u> |

**BANK RECONCILIATION**


|                                                                                 |                       |    |                      |                      |
|---------------------------------------------------------------------------------|-----------------------|----|----------------------|----------------------|
| Balance as Per Statement:                                                       | Checking              | \$ | <u>654,156.48</u>    |                      |
|                                                                                 | Payroll Checking      |    | <u>13,699.30</u>     |                      |
|                                                                                 | Scholarship Savings   |    | <u>68,788.36</u>     |                      |
|                                                                                 | Subtotal              | \$ | <u>736,644.14</u>    |                      |
| <b>Plus:</b>                                                                    |                       |    |                      |                      |
| ERS - 3 employees that had ERS issues                                           |                       |    | <u>226.37</u>        |                      |
| <b>Less:</b>                                                                    |                       |    |                      |                      |
| Outstanding Checks: Trust & Agency                                              |                       |    | <u>( 5,700.08 )</u>  |                      |
| Payroll                                                                         |                       |    | <u>( 13,407.22 )</u> |                      |
| Payroll (Employees deduction kicked back by bank due to inaccurate information) |                       |    | <u>( 150.00 )</u>    |                      |
| Payroll (ERS wires less than was posted to nVision)                             |                       |    | <u>( 530.51 )</u>    |                      |
| <b>Reconciled Balance:</b>                                                      | <b>April 30, 2020</b> |    |                      | \$ <u>717,082.70</u> |

## EXTRA CLASSROOM ACTIVITY FUNDS

### ONEIDA SENIOR HIGH SCHOOL

#### Report of Accounts

| Month Ended                    |                  |                  |                  | As of:        | 30-Apr-20        |
|--------------------------------|------------------|------------------|------------------|---------------|------------------|
|                                | Beginning        |                  |                  |               | Ending           |
| Activity                       | Balance          | Receipts         | Total            | Disbursements | Balance          |
| Advanced Placement             | 5,779.15         |                  | 5,779.15         |               | 5,779.15         |
| Art Club                       | 404.72           |                  | 404.72           |               | 404.72           |
| Banking Fees & Interest        | 105.05           | 3.25             | 108.30           |               | 108.30           |
| Business Club                  | -                |                  | -                |               | -                |
| Class of 2020                  | 1,010.25         |                  | 1,010.25         |               | 1,010.25         |
| Class of 2021                  | 4,514.22         |                  | 4,514.22         |               | 4,514.22         |
| Class of 2022                  | 7,198.72         |                  | 7,198.72         |               | 7,198.72         |
| Class of 2023                  | 2,000.18         |                  | 2,000.18         |               | 2,000.18         |
| Concert Choir                  | 11,101.07        |                  | 11,101.07        |               | 11,101.07        |
| Drama Club--Fall Play          | 2,823.50         |                  | 2,823.50         | 100.00        | 2,723.50         |
| Drama Club--Spring Musical     | 9,885.26         |                  | 9,885.26         | 251.05        | 9,634.21         |
| Environmental Club             | 6.28             |                  | 6.28             |               | 6.28             |
| French Travel                  | 1,769.56         |                  | 1,769.56         |               | 1,769.56         |
| Future Bus. Leaders of America | 283.41           |                  | 283.41           | 100.00        | 183.41           |
| International Relations Club   | 2,270.75         |                  | 2,270.75         | 100.00        | 2,170.75         |
| Japanese Exchange Club         | 517.14           |                  | 517.14           |               | 517.14           |
| LGBTQ                          | 20.00            |                  | 20.00            |               | 20.00            |
| Marching Band                  | 568.89           |                  | 568.89           |               | 568.89           |
| National Honor Society         | 1,202.30         |                  | 1,202.30         |               | 1,202.30         |
| NYS Sales Tax Due              | 533.11           |                  | 533.11           |               | 533.11           |
| Photography Club               | 80.39            |                  | 80.39            |               | 80.39            |
| Projects (Yearbook)            | 2,372.44         |                  | 2,372.44         |               | 2,372.44         |
| Retailers (Bookstore)          | 2,831.92         |                  | 2,831.92         |               | 2,831.92         |
| Ski Club                       | 851.45           |                  | 851.45           |               | 851.45           |
| Spanish Club                   | 217.61           |                  | 217.61           | 175.00        | 42.61            |
| Sports Club                    | 1,206.11         |                  | 1,206.11         |               | 1,206.11         |
| Stage Band                     | 1,942.90         |                  | 1,942.90         |               | 1,942.90         |
| Student Council                | 921.47           |                  | 921.47           | 100.00        | 821.47           |
| Technology                     | 3,915.47         |                  | 3,915.47         |               | 3,915.47         |
| Technology Student Association | 454.87           |                  | 454.87           |               | 454.87           |
| Teens For A Better World       | 31.17            |                  | 31.17            |               | 31.17            |
| Wind Ensemble                  | 6,242.92         |                  | 6,242.92         |               | 6,242.92         |
| Z Club                         | 2,619.98         |                  | 2,619.98         |               | 2,619.98         |
| <b>Total</b>                   | <b>75,682.26</b> | <b>3.25</b>      | <b>75,685.51</b> | <b>826.05</b> | <b>74,859.46</b> |
| Checking Account ... 9146      |                  | 37,566.99        |                  |               |                  |
| Money Market Account ... 4977  |                  | 39,585.75        |                  |               |                  |
| Deposits in Transit            |                  | -                |                  |               |                  |
| Less Checks Outstanding        |                  | 2,293.28         |                  |               |                  |
| Working Balance                |                  | <b>74,859.46</b> |                  |               |                  |

  
 Laura J. Reff, Central Treasurer

**This report and supporting evidence examined and approved except as follows:**

Date

Auditor



**OTTO SHORTELL MIDDLE SCHOOL  
EXTRACLASROOM ACTIVITY FUND  
REPORT OF ACCOUNTS**

For the month

Apr-20

| ACTIVITY                 | BEGINNING    | MONTHLY  |              | Monthly     | ENDING       |
|--------------------------|--------------|----------|--------------|-------------|--------------|
|                          | BALANCE      | RECEIPTS | RECEIPTS     |             | PAYMENTS     |
| STUDENT COUNCIL          | \$ 20,658.58 |          | \$ 20,658.58 |             | \$ 20,658.58 |
|                          | \$ -         |          | \$ -         | \$ -        | \$ -         |
| MUSIC CLUB (Band/Chorus) | \$ 6,755.28  |          | \$ 6,755.28  |             | \$ 6,755.28  |
| LIBRARY CLUB             | \$ 862.31    |          | \$ 862.31    |             | \$ 862.31    |
| FOREIGN LANGUAGE         | \$ 1,225.19  |          | \$ 1,225.19  |             | \$ 1,225.19  |
| DRAMA                    | \$ 6,547.93  |          | \$ 6,547.93  |             | \$ 6,547.93  |
| ART                      | \$ 478.20    |          | \$ 478.20    |             | \$ 478.20    |
| YEARBOOK                 | \$ 7,981.44  |          | \$ 7,981.44  | \$ 3,750.66 | \$ 4,230.78  |
|                          |              |          |              |             |              |
|                          |              |          |              |             |              |
|                          |              |          |              |             |              |
| TOTALS                   | \$ 44,508.93 | \$ -     | \$ 44,508.93 | \$ 3,750.66 | \$ 40,758.27 |

**OUTSTANDING CHECKS**

|      |    |        |
|------|----|--------|
| 4375 | \$ | 15.00  |
| 4406 | \$ | 8.00   |
| 4475 | \$ | 104.09 |


STATEMENT OF BANK BALANCE #614309154  
 CHECKING \$ 40,885.36  
 Less Outstanding Chks. \$ 127.09  
 Plus Outstanding Deps. \$ -  
 Working Balance \$ 40,758.27

\$127.09

This report and supporting evidence  
 examined and approved except as follows:

Auditor

Treasurer



Principal



5-15-20  
 DATE

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: APPROPRIATION TRANSFERS**  
**DATE: JUNE 9, 2020**

The attached Appropriation Transfers for May and June 2020 are submitted for your review and approval.

**RECOMMENDED ACTION**



**Motion to approve the appropriation transfers as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_

| APPROPRIATION TRANSFER REQUEST FORM          |                   |                                      |                   |               |               |               |               |                                      |                                                                |
|----------------------------------------------|-------------------|--------------------------------------|-------------------|---------------|---------------|---------------|---------------|--------------------------------------|----------------------------------------------------------------|
| GENERAL FUND                                 |                   | X                                    |                   | OTHER:        |               |               |               |                                      |                                                                |
| REQUESTED BY:                                |                   | J. Rowley                            |                   |               |               |               |               |                                      |                                                                |
| DATE                                         |                   | 5/14/2020                            |                   |               |               |               |               |                                      |                                                                |
| FOR BOARD APPROVAL                           |                   | XX                                   |                   | PRESENTATION: |               |               |               |                                      |                                                                |
| FROM                                         |                   | TO                                   |                   | AMOUNT        |               | COMMENTS      |               |                                      |                                                                |
| (BUDGET CODE)                                | (BUDGET CODE)     | (BUDGET CODE)                        | (BUDGET CODE)     | (BUDGET CODE) | (BUDGET CODE) | (BUDGET CODE) | (BUDGET CODE) | (BUDGET CODE)                        | (BUDGET CODE)                                                  |
| 1                                            | A2070.400-00-0400 | A1060.400-00-0100                    | A1060.400-00-0100 | \$2,000.00    |               |               |               |                                      | Inservice Training Contractual to Dist. Meeting Contractual    |
| 2                                            | A2250.490-00-0100 | A2110.490-00-0100                    | A2110.490-00-0100 | \$32,300.00   |               |               |               |                                      | Handicapped BOCES to Teach BOCES                               |
| 3                                            | A5510.169-00-0100 | A5530.400-00-0193                    | A5530.400-00-0193 | \$550.00      |               |               |               |                                      | Transportation Extra Driving to Bus Garage Power               |
| 4                                            | A2110.169-00-0100 | A2020.161-22-0200                    | A2020.161-22-0200 | \$30,115.00   |               |               |               |                                      | Teach non-instructional aides to Supervision Bldg Secretary HS |
| 5                                            | A1620.400-00-0187 | A1060.400-00-0100                    | A1060.400-00-0100 | \$30,000.00   |               |               |               |                                      | Operations Electricity to District Meeting Contractual         |
| 6                                            | A864              | A1964.400-00-0100                    | A1964.400-00-0100 | \$25,000.00   |               |               |               |                                      | Tax Certiorari Reserve to Refunds on Real Property Tax         |
| 7                                            | A1910.400-00-0100 | A1670.400-00-0100                    | A1670.400-00-0100 | \$5,000.00    |               |               |               |                                      | Unallocated insurance to Contractual Print Mail                |
| 8                                            |                   |                                      |                   |               |               |               |               |                                      |                                                                |
| 9                                            |                   |                                      |                   |               |               |               |               |                                      |                                                                |
| 10                                           |                   |                                      |                   |               |               |               |               |                                      |                                                                |
| 11                                           |                   |                                      |                   |               |               |               |               |                                      |                                                                |
| 12                                           |                   |                                      |                   |               |               |               |               |                                      |                                                                |
| 13                                           |                   |                                      |                   |               |               |               |               |                                      |                                                                |
| 14                                           |                   |                                      |                   |               |               |               |               |                                      |                                                                |
| 15                                           |                   |                                      |                   |               |               |               |               |                                      |                                                                |
| Approved <input checked="" type="checkbox"/> |                   | Disapproved <input type="checkbox"/> |                   |               |               |               |               | Date 6/1/2020                        |                                                                |
|                                              |                   |                                      |                   |               |               |               |               | Assistant Superintendent for Finance |                                                                |
| Approved <input checked="" type="checkbox"/> |                   | Disapproved <input type="checkbox"/> |                   |               |               |               |               | Date 10/1/2020                       |                                                                |
|                                              |                   |                                      |                   |               |               |               |               | Superintendent                       |                                                                |

| APPROPRIATION TRANSFER REQUEST FORM                            |                   |                                                                                                                              |                                           | GENERAL FUND | X | OTHER:        |
|----------------------------------------------------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------|---|---------------|
|                                                                |                   | REQUESTED BY:                                                                                                                | J. Rowley                                 |              |   |               |
|                                                                |                   | DATE                                                                                                                         | 6/2/2020                                  |              |   |               |
|                                                                |                   | FOR BOARD APPROVAL                                                                                                           | XX                                        |              |   | PRESENTATION: |
| FROM                                                           | TO                |                                                                                                                              |                                           |              |   |               |
| (BUDGET CODE)                                                  | (BUDGET CODE)     | AMOUNT                                                                                                                       | COMMENTS                                  |              |   |               |
| 1 A1910.400-00-0100                                            | A2810.161-00-0200 | \$3,000.00                                                                                                                   | Unallocated Ins to Guidance Secretary     |              |   |               |
| 2 A1910.400-00-0100                                            | A1670.500-00-0100 | \$1,000.00                                                                                                                   | Unallocated Ins to Central Print & Mail   |              |   |               |
| 3 A9060.805-00-0100                                            | A9060.805-00-0155 | \$800.00                                                                                                                     | Hops & Med Ins Dental to Dental Ins Trans |              |   |               |
| 4                                                              |                   |                                                                                                                              |                                           |              |   |               |
| 5                                                              |                   |                                                                                                                              |                                           |              |   |               |
| 6                                                              |                   |                                                                                                                              |                                           |              |   |               |
| 7                                                              |                   |                                                                                                                              |                                           |              |   |               |
| 8                                                              |                   |                                                                                                                              |                                           |              |   |               |
| 9                                                              |                   |                                                                                                                              |                                           |              |   |               |
| 10                                                             |                   |                                                                                                                              |                                           |              |   |               |
| 11                                                             |                   |                                                                                                                              |                                           |              |   |               |
| 12                                                             |                   |                                                                                                                              |                                           |              |   |               |
| 13                                                             |                   |                                                                                                                              |                                           |              |   |               |
| 14                                                             |                   |                                                                                                                              |                                           |              |   |               |
| 15                                                             |                   |                                                                                                                              |                                           |              |   |               |
| Approved <input checked="" type="checkbox"/> Disapproved _____ |                   | <br>Assistant Superintendent for Finance |                                           | 6/2/20       |   | Date          |
| Approved <input checked="" type="checkbox"/> Disapproved _____ |                   | <br>Superintendent                       |                                           | 6/2/2020     |   | Date          |



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: CLAIMS AUDITOR REPORT**  
**DATE: JUNE 9, 2020**

The Claims Auditor, Lisa Donaldson, has submitted a state mandated report for your review.

**FOR INFORMATION ONLY**

**TO:** Board of Education  
**FROM:** Lisa Donaldson, Claims Auditor  
**DATE:** June 9, 2020  
**RE:** Claims Auditor Report

**For the 2019-20 School Year: July 1, 2019 - June 30, 2020**

| Claims Audited | Total Rejected | Corrected/Approved | Denied | Total Outstanding |
|----------------|----------------|--------------------|--------|-------------------|
| 2,557          | 16             | 16                 | 0      | 0                 |

**Reasons for Rejected Claims:**

| Total Claims Audited | Total Rejected | Lack of Authorizing Signature | Incorrect Information | Wrong Amount on Voucher or P.O. | Back-up paperwork needed | * Other Various Reasons |
|----------------------|----------------|-------------------------------|-----------------------|---------------------------------|--------------------------|-------------------------|
| 2,557                | 16             | 3                             | 0                     | 8                               | 2                        | 3                       |

\* See attached for reason and corrective action taken on each rejected claim.

**Rejected Claims History:**

| School Year | Total Claims Audited | Total Rejected | Lack of Authorizing Signature | Incorrect Information | Wrong Amount on Voucher or P.O. | Back-up paperwork needed | * Other Various Reasons | % Rejected |
|-------------|----------------------|----------------|-------------------------------|-----------------------|---------------------------------|--------------------------|-------------------------|------------|
| 2019-20     | 2,557                | 16             | 3                             | 0                     | 8                               | 2                        | 3                       | .63%       |
| 2018-19     | 2,679                | 20             | 2                             | 4                     | 4                               | 9                        | 1                       | .75%       |
| 2017-18     | 2,626                | 38             | 3                             | 2                     | 11                              | 10                       | 12                      | 1.45%      |
| 2016-17     | 1,906                | 39             | 2                             | 2                     | 9                               | 17                       | 9                       | 2.05%      |
| 2015-16     | 1,663                | 44             | 3                             | 6                     | 7                               | 19                       | 9                       | 2.64%      |
| 2014-15     | 677                  | 30             | 0                             | 3                     | 10                              | 11                       | 6                       | 4.43%      |
| 2013-14     | 2,450                | 15             | 1                             | 0                     | 11                              | 2                        | 1                       | .62%       |
| 2012-13     | 2,462                | 89             | 7                             | 12                    | 14                              | 40                       | 16                      | 3.61%      |
| 2011-12     | 2,152                | 86             | 8                             | 12                    | 24                              | 21                       | 21                      | 3.99%      |

Oneida City School District  
 Board of Education  
 June 9, 2020

| #s | Today's Date | P.O./ Voucher Date | Voucher                      | Amount      | Denial Reason                                           | Corrective Action/Date                                  | Approved   |
|----|--------------|--------------------|------------------------------|-------------|---------------------------------------------------------|---------------------------------------------------------|------------|
| 1  | 4/20/2020    |                    | Genevieve Brauner            | \$120.00    | No contract attached                                    | Attached contract                                       | 4/20/2020  |
| 2  | 3/26/2020    |                    | Michelle Crowley             | \$200.00    | Voucher amount & bill amount do not match               | Corrected voucher                                       | 3/26/2020  |
| 3  | 1/8/2020     | 12/23/2019         | Charles Colvin Jr            | \$188.75    | No approving signature                                  | Sent back to Stacey Tice for signature                  | 1/10/2020  |
| 4  | 3/3/2020     | 1/27/2020          | Guckian Energy               | \$332.00    | PO & invoice do not match                               | Corrected PO amount                                     | 3/9/2020   |
| 5  | 10/10/2019   | 9/30/2019          | Phil Hubbard                 | \$6.00      | Voucher and receipt do not match                        | Corrected voucher                                       | 10/10/2019 |
| 6  | 4/8/2020     |                    | Mary Imogene Basset Hospital | \$433.33    | No contract attached                                    | Attached contract                                       | 4/8/2020   |
| 7  | 1/31/2020    | 1/10/2020          | Oriental Trading Co          | \$138.02    | Proper procedure not followed for PO                    | Advised employee about proper procedure                 | 1/31/2020  |
| 8  | 10/7/2019    | 10/1/2019          | Rebecca Piccola              | \$300.00    | Approval for class not attached                         | Attached approval                                       | 10/8/2019  |
| 9  | 4/8/2020     |                    | Renzi Food                   | \$16,750.20 | Voucher does not match invoice                          | Corrected voucher                                       | 4/8/2020   |
| 10 | 11/19/2019   | 11/4/2019          | Renzi Food                   | \$14,264.74 | Voucher does not match invoice                          | Corrected voucher                                       | 11/19/2019 |
| 11 | 1/8/2020     | 12/23/2019         | Randy Rundle                 | \$188.75    | No approving signature                                  | Sent back to Stacey Tice for signature                  | 1/10/2020  |
| 12 | 2/21/2020    | 1/30/2020          | School Specialty             | \$59.90     | PO & invoice do not match                               | Corrected PO amount                                     | 2/21/2020  |
| 13 | 1/10/2020    | 8/29/2019          | School Health                | \$3,931.17  | School nurse did not follow proper procedures for PO's. | Mr. Rowley sent nurse email regarding proper procedures | 1/10/2020  |
| 14 | 9/10/2019    | 7/18/2019          | School Specialty             | \$1,942.41  | PO & invoice do not match                               | Corrected PO amount                                     | 9/11/2019  |
| 15 | 3/18/2020    | 1/31/2020          | Simply NUC                   | \$1,626.00  | PO & invoice do not match                               | Corrected PO amount                                     | 3/18/2020  |
| 16 | 10/7/2019    | 10/1/2019          | Christy Suos                 | \$11.97     | Amount not in warrant                                   | Corrected voucher & computer                            | 10/7/2019  |

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: ELIMINATION OF ONEIDA CITY SCHOOL DISTRICT POSITIONS**  
**DATE: JUNE 9, 2020**

We are recommending approval of the following Oneida City School District positions to be abolished due to budgetary reductions on June 30, 2020.

**Positions to be Eliminated:**

1. Oneida High School Reading - 1.0 FTE position
2. Otto Shortell Middle School Grade 6 - 1.0 FTE position
3. Oneida High School Technology – 1.0 FTE position
4. Elementary Library Media Specialist – 1.0 FTE position
5. Oneida High School Chem/Lvg Environ – 1.0 FTE position
6. Otto Shortell Middle School Spec Educ – 0.5 FTE position

**RECOMMENDED ACTION**

**Motion to approve the elimination of Oneida City School District positions as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: CREATION OF ONEIDA CITY SCHOOL DISTRICT POSITION**  
**DATE: JUNE 9, 2020**

We are recommending the approval of the creation of the following Oneida City School District position:

**Position to be Created:**

1. Oneida High School English – 1.0 FTE position

**RECOMMENDED ACTION**

**Motion to approve the creation of an Oneida City School District position as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: PERSONNEL**  
**DATE: JUNE 9, 2020**

We are recommending the approval of the attached personnel items.

**RECOMMENDED ACTION**

**Motion to approve the attached personnel items for the June 9, 2020  
Board of Education Meeting as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_

Oneida City School District  
 Personnel Report  
 June 9, 2020  
 Board of Education Meeting

**RECOMMENDED INSTRUCTIONAL TENURE APPOINTMENTS**

| Personnel         | Building | Tenure Area                  | Effective |
|-------------------|----------|------------------------------|-----------|
| Barbano, Andrew   | OSMS     | Health                       | 9/1/2020  |
| Finnerty, Michael | NB/SS    | Library Media Specialist     | 9/1/2020  |
| Grow, Heather     | OSMS     | Physical Education           | 9/1/2020  |
| Haas, Brittany    | DV/SS    | Special Education            | 9/1/2020  |
| Haggerty, Erika   | OHS      | School Counselor             | 7/1/2020  |
| Makarchuk, Joann  | SS       | English as a Second Language | 9/1/2020  |
| Torrey, Adrienne  | OHS      | Special Education and Math   | 9/1/2020  |
| Wilson, Ashley    | OSMS     | Art                          | 9/1/2020  |

**RECOMMENDED INSTRUCTIONAL LEAVE**

| Personnel        | Building | Position | Effective                                                                     |
|------------------|----------|----------|-------------------------------------------------------------------------------|
| Custodero, Linda | WP       | Reading  | June 1, 2020 – June 30, 2020<br>(using 12 week FMLA)<br>2020-2021 school year |

**RECOMMENDED STUDENT TEACHER**

| Personnel     | Building/Grade    | Effective |
|---------------|-------------------|-----------|
| Mills, Robert | DV/ Gr 4 & 5 SPED | Fall 2020 |

**RECOMMENDED ONE-TIME SALARY ADJUSTMENT**

| Staff           | Building | Tenure Area | Effective             |
|-----------------|----------|-------------|-----------------------|
| Culkin, Kristen | OSMS     | Math        | 2021-2022 School Year |

**CLASSIFIED PERSONNEL**  
 AS ATTACHED

Oneida City School District  
Personnel Report  
June 9, 2020  
Board of Education Meeting

**CLASSIFIED PERSONNEL**

**RECOMMENDED CLASSIFIED PROBATIONARY APPOINTMENT**

| <b>NAME</b>   | <b>TITLE</b>                              | <b>LOCATION</b> | <b>SALARY</b> | <b>EFFECTIVE DATE</b> |
|---------------|-------------------------------------------|-----------------|---------------|-----------------------|
| Deborah Jones | Food Service Helper<br>Part Time 3 hr/day | WP              | \$11.80/hr    | 9/1/20                |

**RECOMMENDED CLASSIFIED TRANSFER**

| <b>NAME</b>   | <b>TITLE</b> | <b>LOCATION FROM:</b> | <b>LOCATION TO:</b>   | <b>SALARY</b> | <b>EFFECTIVE DATE</b> |
|---------------|--------------|-----------------------|-----------------------|---------------|-----------------------|
| Elbert Morgan | Custodian    | SS – 3:00pm – 8:00pm  | HS – 2:30pm – 11:00pm | \$14.81/hr.   | 7/1/20                |

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: INTERMUNICIPAL AGREEMENT – MADISON-ONEIDA BOCES**  
**DATE: JUNE 9, 2020**

We are recommending approval of the 2020-2021 Intermunicipal Agreement between the Oneida City School District and the Madison-Oneida BOCES as submitted.

**RECOMMENDED ACTION**

**Motion to approve the 2020-2021 Intermunicipal Agreement between the Oneida City School District and Madison-Oneida BOCES as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_

## AGREEMENT

The parties to this AGREEMENT are the Madison - Oneida Board of Cooperative Educational Services ("BOCES"), with its principal business address at 4937 Spring Road, Verona, New York 13478-0168 and the Oneida City School District ("DISTRICT"), with its principal business address at 565 Sayles Street, Oneida, New York 13421.

## RECITALS

A. Education Law section 1950(4) (e) provides that BOCES, as a duly constituted board of cooperative educational services, has the power and duty to employ personnel such as attorneys to carry out its program, upon the recommendation of the district superintendent; and, BOCES, upon the recommendation of its district superintendent, has employed attorneys to assist it in carrying out its program.

B. DISTRICT is established as a small city school district under the New York State Education Law; Article 51 of the Education Law authorizes the board of education of a small city school district to employ personnel such as attorneys to assist it in carrying out its duties; and, the DISTRICT's board of education desires to employ one or more attorneys to assist it in carrying out its duties under the Education Law.

C. New York State General Municipal Law, Article 5-G authorizes BOCES and DISTRICT each to enter into an intermunicipal agreement to carry out any function or responsibility each has authority to undertake alone.

D. BOCES and DISTRICT have undertaken a reasonable review of the cost of separately employing one or more attorneys and have determined that obtaining such services by jointly hiring one or more attorneys will afford best value to each organization.

## COVENANTS

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, receipt of which is acknowledged by both parties, it is agreed as follows:

1. **TERM:** The term of this AGREEMENT shall begin on July 1, 2020, and shall extend through and including June 30, 2021.
2. **EMPLOYMENT OF AN ATTORNEY:** BOCES agrees that it will employ one or more attorneys duly licensed to practice law in the State of New York, whose services will be available to DISTRICT upon the terms set forth in this Agreement.
3. **EQUIPMENT AND OTHER RESOURCES:** BOCES shall be responsible for providing the jointly employed attorney(s) with office space, office and support staff, equipment, supplies, and professional resources necessary to provide professional services to BOCES and DISTRICT.
4. **COMPENSATION:** The parties agree that the jointly employed attorney(s) shall be considered to be employed by BOCES for purposes of payroll administration, pension service reporting and all other benefits. BOCES agrees to provide DISTRICT with such information that may be necessary for DISTRICT to satisfy its reporting obligation under Education Law Section 2053.



To insure that the expense incurred by DISTRICT is proportionate to the services received by DISTRICT, the parties agree that DISTRICT will compensate BOCES on an hourly basis for work performed by the attorney(s) on behalf of DISTRICT. Specifically, DISTRICT agrees to reimburse BOCES at the rate of \$135.00 per hour for those services. For greater efficiency, the support staff employed by BOCES may include one or more paralegals and/or legal support personnel. District agrees to reimburse BOCES at the rate of \$50.00 per hour for services performed by paralegals and/or legal support personnel.

DISTRICT agrees that BOCES may require the payment in advance of out-of-pocket expenses (disbursements) such as filing fees, transcript fees, witness fees, service of process, and significant printing or copying charges.

5. **INVOICES:** BOCES shall provide DISTRICT with periodic invoices. The invoices shall provide a reasonably specific description of the services performed, and shall separately specify charges for professional services and charges for disbursements. DISTRICT shall remit payment to BOCES within thirty (30) days of the date of the invoice.
6. **ATTORNEY-CLIENT RELATIONSHIP:** BOCES and DISTRICT are distinct entities, and, thus, each will have a distinct attorney-client relationship with any jointly employed attorney that performs services for either of them. Each jointly employed attorney shall act to maintain client loyalties and client confidences in accordance with the New York State Code of Professional Responsibility.
7. **CONFLICT OF INTEREST:** If circumstances arise that constitute a conflict of interest between BOCES and DISTRICT, as defined by the New York State Code of Professional Responsibility, then, as to that matter, no jointly employed attorney, and no attorney employed by BOCES or DISTRICT as staff or in-house counsel, shall represent either BOCES or DISTRICT.
8. **PROFESSIONAL LIABILITY INSURANCE:** BOCES shall maintain professional liability insurance coverage applicable to the professional services provided by the jointly employed attorney(s) to DISTRICT, in the amount of at least one million dollars. The shared cost of this insurance is reflected in the compensation arrangement established in paragraph 4. The limits and coverage of this policy shall be the parties' sole remedy in the event of loss experienced due to the culpable conduct of one or more of the jointly employed attorney(s); and, neither party shall have any obligation to indemnify the other in the event of such loss.
9. **NON ASSIGNMENT:** This AGREEMENT may not be assigned by either PARTY, or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the other PARTY and any attempts to assign the contract without such written consent will be null and void.
10. **DISPUTE RESOLUTION:** In the event either PARTY has a dispute relating to this AGREEMENT, including but not limited to the applicability of professional standards for work undertaken by the joint employee, it shall provide written notice to the other PARTY of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution. Within seven (7) calendar days of receiving such notice, the receiving PARTY shall contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet and discuss the resolution. Both PARTIES shall provide documentation or other information useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the PARTIES cannot agree

to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph eleven (11) of this AGREEMENT.

11. **TERMINATIONS:** Both PARTIES reserve the right to terminate this AGREEMENT upon providing thirty (30) days written notice to the other PARTY provided, however, that prior to providing such notice the PARTY seeking termination shall participate in dispute resolution as described in paragraph ten (10) of this AGREEMENT.
  
12. **NOTICES:** Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Services, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:
  - (a) **If to DISTRICT:**  
Ms. Mary-Margaret Zehr, Superintendent of Schools  
Oneida City School District  
565 Sayles Street  
Oneida, NY 13421
  
  - (b) **If to BOCES:**  
Mr. Scott Budelmann, District Superintendent  
Madison – Oneida BOCES  
4937 Spring Road / PO Box 168  
Verona, NY 13478 - 0168
  
13. **HEADINGS:** Headings or titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.
  
14. **FULL AGREEMENT:** This AGREEMENT constitutes the full agreement between the parties. This Agreement may not be amended or modified by either party except by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year written below.

\_\_\_\_\_  
For the District

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the BOCES

\_\_\_\_\_  
Date

**CERTIFICATION BY SCHOOL DISTRICT BOARD CLERK**

I, \_\_\_\_\_, Clerk of the Board of Education for the Oneida City School District, do certify that an AGREEMENT for certain staff attorney functions between the Madison - Oneida BOCES and the Oneida City School District was duly approved by a majority vote of the voting strength of the Board of Education on \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF SCHOOL DISTRICT BOARD CLERK

\_\_\_\_\_  
Date

**CERTIFICATION BY BOCES BOARD CLERK**

I, Catherine M. Quinn, Clerk of the Board of Education for the Madison - Oneida BOCES do certify that an AGREEMENT for certain staff attorney functions between the Madison - Oneida BOCES and the Oneida City School District was duly approved by a majority vote of the voting strength of the Board of Education on \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BOCES BOARD CLERK

\_\_\_\_\_  
Date

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: STUDENT TEACHING AFFILIATION AGREEMENT**  
**DATE: JUNE 9, 2020**

We are recommending approval of the attached Student Teaching Affiliation Agreement between Grand Canyon University and the Oneida City School District as submitted.

**RECOMMENDED ACTION**

**Motion to approve the Student Teaching Affiliation Agreement between Grand Canyon University and the Oneida City School District submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A \_\_\_ N \_\_\_

**Student Teaching Affiliation Agreement  
Between  
Grand Canyon University  
And  
ONEIDA CITY SCHOOL DISTRICT**

1. **Parties:** This agreement is entered into on this 14<sup>th</sup> day of May 2020 by and between Grand Canyon University and **ONEIDA CITY SCHOOL DISTRICT** located at **565 Sayles Street, Oneida, NY 13421**. Hereafter referred to as the "District."
2. **Purpose:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of Grand Canyon University may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
3. **Term:** The term of this Agreement begins **5/14/2020** and ends **6/30/2022**.
4. **Compliance with Handbook and Policy:** Grand Canyon University and Grand Canyon University's participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and Grand Canyon University. Prior to assignment of students to the District, Grand Canyon University will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in Grand Canyon University's student teaching manual. Failure to complete the requirements will result in non-placement of students.
5. **Cooperating Teachers:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback, and mentoring to Grand Canyon University's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. Grand Canyon University shall pay a \$500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and Grand Canyon University shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall



be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.

6. **CONFIDENTIALITY**: GCU shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. GCU expressly represents that the participating student shall not share any personally identifiable student information, as defined by New York State Education Law 2-d, with GCU and the District expressly represents that it shall not share personally identifiable student information with GCU. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about GCU to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience
7. **INDEMNIFICATION AND HOLD HARMLESS**: Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible, except that GCU shall defend and indemnify the District with regard to any claim or action brought against the District as a result of the actions or inactions of the participating student. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
8. **Assignment**: The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.
9. **Notices**: Notices under this agreement shall be mailed or delivered to the parties as follows:

University  
Dr. Kimberly LaPrade  
Dean, College of Education  
Grand Canyon University  
3300 West Camelback Road  
Phoenix, Arizona. 85017

District  
ONEIDA CITY SCHOOL  
DISTRICT  
565 Sayles Street, Oneida, NY  
13421

10. **Modification of Agreement:** This agreement may be modified only by written amendment executed by all parties.
11. **Termination:** Either party, upon thirty (30) days' written notice to the other party, may terminate this agreement.
12. **Partnership/Joint Venture/Employment:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
13. **Nondiscrimination:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).
14. **Responsibilities of Grand Canyon University**
  - A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the District of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
  - B. Grand Canyon University agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
  - C. Grand Canyon University will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:
    - i. Commercial General Liability (Minimum Requirements):

Limits of Liability:

\$1,000,000 Combined Single Limit  
\$2,000,000 General Aggregate  
\$1,000,000 Products Aggregate  
\$1,000,000 Personal Injury  
\$5,000 Medical Payments

Coverage:

Premises/Operation Liability  
Medical Payments Liability  
Contractual Liability  
Personal Injury Liability  
Independent Contractors

ii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

Oneida City School District

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name Dr. Kimberly LaPrade  
(Please print or type)

Name Mary-Margaret Zehr  
(Please print or type)

Title: Dean, College of Education

Title: Superintendent of Schools

Date: 5/14/2020

Date: 6/10/2020

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: COURSE FOR APPROVAL: FORENSIC SCIENCE**  
**DATE: JUNE 9, 2020**

The attached course request from the high school is submitted for your second reading and approval.

**Course name: Forensic Science**

**RECOMMENDED ACTION**

**Motion to approve the new Oneida High School course: Forensic Science as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A \_\_\_ N \_\_\_



# ONEIDA CITY SCHOOL DISTRICT

ONEIDA HIGH SCHOOL

educate • inspire • empower

TO: Mrs. Zehr, Superintendent  
Jessica Poyer, Administrator for Curriculum and Instruction

FROM: Dr. Kathleen M. Davis, Interim Executive Principal

RE: Science Course

DATE: April 21, 2020

The high school administration in collaboration with the Guidance Department and Department Chair would like to present the following recommendations to you and **elicit from you the process for course consideration:**

Addition of Forensic Science as an elective for 2020-2021 only. Attached, please find the course outline as well as the course mapping guide. This would be taught by the Physics teacher.

**Rationale:**

Due to enrollment declines in Physics we have availability to offer one more elective in Science for the fall. We believe students would be excited to have this highly motivating course for this next school year.

**Timeline Constraints:**

The schedule is being built now, students completed pic sheets in the spring and selected their course offerings already. Adding an elective at this time would require us to hand place students in need of electives as part of finalizing the schedule in May. We cannot resurvey students at this point in time as the schedule is built and running at 89%.

**Further understandings:**

Please note, Science teachers are content specific in terms of certification. If you have a retirement in the science department in June of 2021, that person is Earth certified and will not need to be replaced as we have two certified Earth teachers. Once that retirement happens, the elective we are proposing to add would not be able to run for the 2021-2022 school year as the Physics teacher would have to pick up some earth sections which he is certified to do.





## Oneida City School District Course Proposal Form

Course Name: Forensic Science

Proposal Made by: Keith Josephs

|                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <b>Course Description</b>                                                                                                                                                                                                                                                                                                                                                                                                    | Please provide a formal description of the course in the area below. |
| Forensics Science is the systematic use of scientific principles in Biology, Chemistry, and Physics to analyze crime scene material and data. This data is then matched to the suspected crime scene and/or suspect. This course will develop the critical thinking skills required by forensic scientists in the laboratory. Learning will take place through the study of text as well as hands-on laboratory experiences. |                                                                      |

|                |                                                                                                        |
|----------------|--------------------------------------------------------------------------------------------------------|
| <b>Credits</b> | Please provide the number of credits proposed to be awarded after successful completion of the course. |
| 0.5            |                                                                                                        |

|                      |                                                                      |
|----------------------|----------------------------------------------------------------------|
| <b>Course Length</b> | Please provide the length of the course (full year, half year, etc.) |
| Half Year            |                                                                      |

|                              |                                                                            |
|------------------------------|----------------------------------------------------------------------------|
| <b>Course Pre-Requisites</b> | Please provide a list of any courses required prior to taking this course. |
| None                         |                                                                            |

|                       |                                                                               |
|-----------------------|-------------------------------------------------------------------------------|
| <b>Grade Level(s)</b> | Please list the grade level(s) of students who may be enrolled in the course. |
| 9-12                  |                                                                               |

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Course Objectives</b> | Please provide an overview of the three to six course objectives. What is the purpose of the course?                                                                                                                                                                                                                                                                                                                                |
|                          | <ol style="list-style-type: none"> <li>1. Provide students an understanding and application of the physical and living sciences through forensic science methods.</li> <li>2. Expose students to situations that they may never think about to provide them with another career option.</li> <li>3. Develop writing, speaking, and analytical skills, important 21<sup>st</sup> century skills for the careers of today.</li> </ol> |

|                                     |                                                                                                                                                                                                                                   |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Required Texts and Resources</b> | What textbooks or primary sources will be used?<br>Are these available online?<br>Are any online programs available?<br>What other resources are required (calculators, etc.)?<br>What resources need to be purchased every year? |
|                                     | This course will use primarily online resources. We will be using chemicals already in the chemical stock room as well.                                                                                                           |

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Grading Procedures</b> | Please provide a description of the criteria used for grading, including homework, quizzes, projects, and classroom assessments. What is the percentage allotted for each when calculating a student's course average?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                           | <p>Laboratory Experiments – 40% Students will conduct various laboratory experiments throughout the semester, which will be documented in a notebook with procedures and conclusions.</p> <p>Homework/Classwork – 20% Students will complete various worksheets throughout semester that reinforces learning. These will be completed in a combination of at home/during class.</p> <p>Article Summaries – 10% To remain up to date and engage in ongoing and current scientific discoveries, students will research recent articles and write summaries on them.</p> <p>Readings/Video – 10% Students will read or watch case studies about forensic scenarios that will be discussed during class with associated questions.</p> <p>Final Project – 20% Students will complete a final project in which they use techniques learned throughout the semester to analyze a final crime scene and present their findings to the rest of the class.</p> |

|                         |                                                                                              |
|-------------------------|----------------------------------------------------------------------------------------------|
| <b>Course Rationale</b> | Please provide a rationale why this course is needed for the students at Oneida High School. |
|-------------------------|----------------------------------------------------------------------------------------------|

This course is to provide a quality science learning environment for students who would like to earn science credit in a unique, exciting way.

Form Completed By: Keith Josephs Date: 4-24-20

Department Chair Signature: *Robert R. Fairbanks* Date: 4-27-20

Executive Principal Signature: *[Signature]* Date: 4-27-20

Administrator for Curriculum, Instruction & Assessment signature:

*[Signature]* Date: 4/27/20

Superintendent Signature: *May M. Z* Date: 4/27/2020

Board of Education Meeting: \_\_\_\_\_

Approval by BOE:  Approved Date: \_\_\_\_\_

Disapproved Date: \_\_\_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: MARY-MARGARET ZEHR**

**RE: POLICIES FOR APPROVAL**

**DATE: JUNE 9, 2020**

**The attached policies are submitted for your second reading and approval:**

#TBA Education of Homeless Children  
#TBA Student Registration and Pre-Registration to Vote  
4500 General Procurement Standards  
5002 District Wide Safety Plans and Building Level Emergency Response Plans  
4500.1 Competitive Bidding  
4500.2 Non Bid Purchasing  
4500.3 Procurement of Goods and Services Quote Form  
4600 Expense Reimbursements (Employees)  
4601 Extra Classroom Activity Funds  
5401 Transportation To and From Child Care Locations/Special Transportation Requests  
1003 School Volunteers  
1005 Code of Conduct for the Maint. of Public Order on Sch Property & at School Functions  
# Plain Language Summary of The Oneida City School District's Code of Conduct  
1301 Distribution of Information throughout the Schools  
3002.1 Administrative Personnel  
#TBA Administration Job Description: K-12 Executive Principal  
3207 Administration Job Description: Administrator for Technology and Special Programs  
3201 Administration Job Description: Administrator for Curriculum, Instruction & Assessment  
4302 Online Banking Policy  
4302.1 Online Banking Procedure  
4700.1 Cellular Telephones  
4701.1 Credit Cards  
5300.1 Regulations for Access to Blocked Internet Sites  
7008.1 Principles and Procedures for Determining Student Residency  
7028 Determination of Student Residency  
7050 Safety Policy Statement  
8301 Review of Instructional Materials  
8303 Review of Exams  
#TBD Policy on Data Security and Privacy  
7202 Student Alcohol, Tobacco and Drug Abuse  
7300 Extra-Curricular Participation  
**Policies recommended for deletion:**  
3201 Administration Job Description: Assistant Superintendent for Instruction  
7202.1 Drugs and Alcohol Detection

**RECOMMENDED ACTION**

**Motion to approve the policies submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A \_\_\_ N \_\_\_



# Policy

Draft 01/17/2020

## STUDENTS

Policy is Required  
EDUCATION OF HOMELESS CHILDREN

### I. Statement of Policy

- A. A child who is homeless, within the meaning of this Policy, shall be enrolled in a District school or receive other educational services identified in this Policy, whether or not that child otherwise qualifies as a resident of the District. Children who are homeless shall not be segregated in a separate building, or a separate program within a building, based on their status as homeless, and will be provided services comparable to those provided to other students of the District.
- B. This Policy shall be interpreted and applied in a manner such that the ONEIDA District meets its clear obligations under New York State Education Law Section 3209 and related Regulations of the Commissioner, and the McKinney-Vento Homeless Education Assistance Act (42 USC 11431 et seq.), as amended and reauthorized.
- C. Information about a homeless student's living situation shall not be treated as directory information for purposes of applying the District's Educational Records Policy.

### II. Definitions

- A. The term "child" is used in this Policy to refer to:
1. any person who is between the ages of five (5) and twenty-one (21) or is an eligible pre-school student and who has not obtained a high school diploma,
  2. a migratory child as defined in Section 1309(2) of the Every Child Succeeds Act of 2015, and
  3. an unaccompanied youth, as that term is defined in the McKinney-Vento Homeless Assistance Act, who is not residing with someone other than a parent or legal guardian for the sole reason of enrolling as a student in the District.
- B. The term "school of origin" refers to the school district in which the child attended when permanently housed, or the school in which the child last enrolled, including preschool or a charter school. Provided that, for a homeless child who completes the final grade level served by the school of origin, the term "school of origin" shall include the designated receiving school at the next grade level for all feeder schools. Where the child is to attend school in the school district of origin because the child becomes homeless after such child is eligible to apply, register, or enroll in the public preschool or kindergarten or the child is living with a school age sibling who attends school in the school district of origin, the school of



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STUDENTS

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EDUCATION OF HOMELESS CHILDREN

origin shall include any 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 be homeless.

III. Status as Homeless

- A. A child is homeless, for purposes of this Policy, if the child:
1. lacks a fixed, regular, and adequate night-time residence, or
  2. has a primary night-time location that is either:
    - a. a supervised shelter (publicly or privately operated) that is designed to provide temporary living accommodations; or
    - b. a place (public or private) that is not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- B. Among other possible situations, a child shall be considered to lack a fixed, regular, and adequate night-time residence if that child is:
1. sharing the housing of other persons due to a loss of housing, economic hardship or a similar reason;
  2. living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; or
  3. abandoned in hospitals.
- C. A child who is in foster care, or who is receiving educational services under Sections 3202(4), (5), (6), or (6-a), or Articles 81, 85, 87, or 88 of the Educational Law, is not considered homeless for purposes of this Policy.

IV. Homeless Liaison

The Superintendent shall designate a District administrator to serve as the District's local Liaison for Homeless Children, and shall promulgate an administrative regulation that describes the Liaison's responsibilities to ensure that the District complies with applicable statutes and regulations. One responsibility of the Liaison for Homeless Children shall be to review the District's policies and procedures, including transportation guidelines, to identify any policy or practice that acts as a barrier to the enrollment, attendance, school success, or retention of homeless children in the District, and to recommend to the Superintendent how a policy or practice may be revised to eliminate such a barrier.

POLICY

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STUDENTS

Policy is Required  
EDUCATION OF HOMELESS CHILDREN

- V. Designation of School Choice and Enrollment
- A. The District shall use an enrollment form that requests information about the living arrangements of the child being enrolled, sufficient to make an assessment of whether the child should be initially enrolled or provided services as a homeless child, pending final determination. When the information provided on the enrollment form indicates that a child should initially be classified as homeless, the District shall obtain a designation of whether the child chooses to attend school:
1. in a school in the district where the child's temporary housing or residential program for runaway and homeless youth is located, including, where a student enrolled in this District moves to a temporary housing location elsewhere in this District, the District school serving the attendance area in which the temporary housing is located (school of location); or
  2. in a school in the district where the child was last enrolled or attending or was entitled to attend, or where the child had a sibling attending, immediately prior to becoming homeless (school of origin); or
  3. in a school district participating in a regional placement plan (if there is one).
- B. The designation described in Section A, above, shall be made on the form provided by the Commissioner of Education (STAC-202), which the District shall make available. The District shall also use this form to collect information whenever a currently enrolled student initiates a change of address or claims homeless status. The District will honor a designation that is made:
1. by the child's parent, or person in parental relation;
  2. if the child is not in the physical custody of a parent or legal guardian, by the child with guidance and assistance from the Liaison for Homeless Children; or
  3. if the child is living in a residence for runaway and homeless youth established pursuant to Article 19-H of the Executive Law, by the director of that residence in consultation with the child.
- C. Prior to the end of the first semester of attendance or within 60 days of commencing attendance at a school designated pursuant to this Policy, whichever occurs later, the designator may change the designation if the designator finds the original designation to be educationally unsound.



POLICY

Draft 01/17/2020

STUDENTS

Policy is Required  
EDUCATION OF HOMELESS CHILDREN

- D. If this District is designated as the District the child chooses to attend, the Superintendent shall ensure that:
1. the designation form has been completed properly, and copies of the designation form are distributed as required;
  2. the child is admitted to instruction pending a complete evaluation of the child's status as homeless, even if the child is unable to produce the records normally required for enrollment, such as previous academic records, records of immunization and /or other required health records and proof of residency;
  3. the child is provided access to all District programs, activities, and services to the same extent as a resident student;
  4. the school district where the child's records are located is immediately requested to provide a copy, including coordination of the transfer of records for students with disabilities;
  5. the parent or guardian of the student in temporary housing is referred to the District's McKinney-Vento liaison; and
  6. if this District is also the district of location, and the child's temporary housing location is not operated by the local Department of Social Services or a residential program for runaway youth, SED is provided with a statement of the basis for the determination that the child is homeless and entitled to attend the District's schools, along with the completed designation form.
- E. After the initial assessment of homeless status based on the enrollment form, the Homeless Liaison shall make a complete inquiry into the student's status and make a recommendation to the Superintendent as to whether the child should continue to be classified as a homeless student, or be classified as a resident student or a non-resident student. If the Superintendent determines that the child should not be classified as a homeless child, then the Superintendent shall:
1. provide a written explanation to the person(s) making the designation, including an explanation of the appeal process; the availability of the McKinney-Vento liaison to assist the designator with the appeal process, and complete necessary forms; and
  2. defer for at least thirty (30) days a decision to deny enrollment, transportation, or other services to the child, and continue that deferral until the conclusion of any appeal process that is commenced with the Commissioner of Education with a stay application.

POLICY

Draft 01/17/2020

STUDENTS

Policy is Required  
EDUCATION OF HOMELESS CHILDREN

- F. After receiving the designation form, the Homeless Liaison shall make a determination whether the designation made by the designator is consistent with the best interests of the homeless student.
1. In making the best-interest determination, the Homeless Liaison shall presume that keeping the child in the school of origin is in the child's best interests except where it is contrary to the wishes of the parent or guardian or unaccompanied youth; and shall 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 unaccompanied youth.
  2. If it is determined that it is in the best interest of the child to attend a school other than the school of origin or the school designated by the designator, the Homeless Liaison shall provide the parent or guardian, or unaccompanied youth, with a written explanation of the determination and an explanation of their right to appeal.
- G. When a District school is the school of origin of a homeless student, and the student continues to attend that school while in temporary housing elsewhere, the student will be allowed to maintain enrollment in the school of origin for the duration of the homelessness and through the end of the school year in which the student becomes permanently housed. The student may remain enrolled in that school in the school year following the school year in which the student becomes permanently housed, if that additional year will be the student's last year of attendance in that school.

VI. Tuition Reimbursement

- A. If a child classified as homeless under this Policy validly chooses to attend school in this District, and the student's temporary housing is located in this District, and the child's school district of origin is within New York State, the Superintendent shall take the necessary steps to obtain reimbursement by the State Education Department or another school district in the State for the direct cost of educational services, not otherwise reimbursed under special federal programs, calculated pursuant to regulations of the Commissioner for the period of time for which such services are provided.
- B. Where the a homeless child was attending a school district on a tuition-free basis or was entitled to attend when circumstances arose which caused the child to become homeless is located outside the State, and the child's temporary housing is located in this District, the child shall be deemed a resident of this District and shall be entitled to attend the schools of this District without payment of tuition.



POLICY

Draft 01/17/2020

STUDENTS

Policy is Required  
EDUCATION OF HOMELESS CHILDREN

VII. Students With A Disability

If a child who has been receiving services as a child with a disability in another school district relocates to this District during the same school year the child has received those services, and that child is classified as homeless for purposes of this Policy, and that child makes a valid election to attend school in this District, then that child will be provided a free appropriate public education, including services comparable to those described in the individual education plan (IEP) prepared in the prior district of attendance.

VIII. Transportation

- A. When a child is classified as homeless for purposes of this Policy, the District will provide transportation between the child's temporary housing location and the school the child has designated for attendance, as set forth in this part. consistent with the following:
1. If the child is living in a facility operated by the Department of Social Services or otherwise eligible for benefits under the Social Services Law, transportation will first be sought from the applicable agency, or transportation will be provided at the request of the agency if the agency agrees to be directly billed for the cost of the transportation.
  2. If the child is living in a residential facility for runaway and homeless youth, including a facility located outside the District, and a District school is designated as the school of attendance, the District will provide transportation and promptly request reimbursement from the State Education Department using the form provided by the Department.
  3. When a District school is the school of origin and that school is designated as the school of attendance, the District will provide transportation between the school of origin and the student's temporary housing, whether that location is within the District or outside the District, if the child is not entitled to receive transportation from the Department of Social Services.
  4. If a District school is designated as the school of attendance (but is not the school of origin) and the child's temporary housing is located within the District, transportation will be provided to the child on the same basis it is provided to resident students, unless this creates a barrier to the child's attendance at school.
  5. If the distance between the child's temporary housing location and the school the child legally attends is more than 50 miles (one way trip), transportation will only be provided when the Commissioner of Education certifies that the transportation is in the best interest of the child.



POLICY

Draft 01/17/2020

STUDENTS

Policy is Required

EDUCATION OF HOMELESS CHILDREN

6. If the District recommends that a homeless student attending a District school attend a summer educational program, the District will provide transportation between the summer program and the student's temporary housing, if failure to provide that transportation would pose a barrier to the student's participation in the program.
  7. If the District is designated as the district of attendance, the District will provide a homeless student with transportation to extracurricular activities when the student participates or would like to participate in extracurricular or academic activities, the student meets the eligibility criteria for the activity, and the lack of transportation would pose a barrier to the student's participation in the activity.
  8. Transportation to and from the child's temporary housing location and the school the child legally attends will be arranged in the most cost effective manner, including cooperative arrangements with neighboring districts when feasible.
  9. If there is a dispute regarding the child's entitlement to transportation as a homeless child, the District will provide transportation pending a final determination of the child's status.
- B. Expenditures for the transportation of a parent accompanying a homeless child shall be paid by the District only when:
1. the child is being transported using public transportation, transportation of the child with an accompanying parent has been determined by the District to be the most cost-effective means of transportation, and the District has determined that public transportation unaccompanied by the parent is inappropriate because of the child's age, the distance to be traveled, the complexity of the transportation arrangement, the need to transport the child through a high crime area, or a combination of such factors; or
  2. the child is a student with a disability whose individualized education program (IEP) includes the services of a transportation aide or attendant, and providing transportation with the parent serving as the transportation aide or attendant for the child is the most cost-effective means of transportation; or
  3. transportation by the parent in the parent's vehicle is the most cost-effective means of transportation.
- C. Transportation will be provided to a child classified as homeless for purposes of this Policy during any disputes regarding school enrollment or selection.

POLICY

Draft 01/17/2020

STUDENTS

Policy is Required  
EDUCATION OF HOMELESS CHILDREN

IX. Meals

A child identified as homeless for purposes of this Policy is eligible for free meals without completion of an application.

X. Dispute Resolution

The Superintendent shall promulgate an administrative regulation that establishes a dispute resolution process that ensures that the District complies with applicable statutes and regulations.

XI. Title I Coordination

- A. When a child who qualifies as homeless under this Policy is also eligible for services under Title I, Part A of ESSA, the District will provide those services whether or not that child lives in a Title I school attendance zone or meets the academic requirements for non-homeless children, and Title I, Part A funds will be set aside as necessary to provide homeless children who do not attend participating schools with services comparable to those provided to children in Title I, Part A funded schools.
- B. The District will include in its local plan a description of how the plan is coordinated with McKinney-Vento and services provided to homeless children.
- C. When the District reports that there are no homeless children or unaccompanied youth in non-Title I schools, the District will describe the efforts it made to identify homeless children and unaccompanied youth. As part of its efforts, the District will contact the local Department of Social Services and Office of Child and Family Services to determine if they have records of homeless youth living within the District.

XII. Staff Training and Public Notice

- A. The Liaison for Homeless Children shall receive annual training about the rights of homeless children and the District's responsibilities to provide educational services to homeless children.
- B. Instructional and non-instructional staff responsible for enrolling students or providing other educational services to homeless students shall receive periodic training about the rights of homeless children, the District's responsibilities to provide educational services to homeless children, and the District's policies and procedures for meeting its responsibilities, scheduled with sufficient frequency to ensure that staff are aware of substantive changes in the law or the District's policies and procedures.



POLICY

Draft 01/17/2020

STUDENTS

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EDUCATION OF HOMELESS CHILDREN

C. Public notice of the educational rights of homeless children shall be distributed by the District in places where families and youth are likely to be present, and in a manner and form understandable to parents, guardians, and unaccompanied youth. Where feasible, information shall be provided in native languages common in the District and in a format geared for individuals with low literacy skills. The Liaison for Homeless Children shall maintain records of where and when such information is distributed and the format used.

XIII. Coordination With Other Policies

A. In the event that the District, an academic department, or a teacher maintains a policy or procedure that conditions a student's academic status or participation in a school activity on a seat-time or minimum attendance requirement, a student's absence related to being homeless shall not be counted as absence for purposes of determining the student's academic status or eligibility to participate in the activity.

B. A student whose attendance is interrupted by homelessness, as defined in this Policy, shall be awarded full or partial transcript credit, as appropriate, for work completed in a previous school of enrollment, or in the District, and shall be readmitted to continue education without penalty.

C. The transportation provisions of this Policy shall be deemed to modify any other District Policy regarding student transportation to the extent necessary to accomplish the purposes of this Policy.

D. Enrollment of a homeless student, and the eligibility of a homeless student to participate in an educational program or school activity of the District, shall not be denied because of outstanding fees or fines.

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School District

Legal Ref: 8 NYCRR 100.2; NYS Education Law §§3202, 3209; 42 USC 11431, 11434A, 11342, 1758; 20 USC 6312, 6313; Every Student Succeeds Act of 2015 (ESSA)

Adopted: \_\_\_\_\_

Revised: \_\_\_\_\_

# Policy

Draft 11/25/2019

## GENERAL COMMITMENTS

Policy is Required

### STUDENT REGISTRATION AND PRE-REGISTRATION TO VOTE

#### I. Statement of Policy

The participation of all citizens in civic decision-making is fundamentally important to maintaining democratic government. As part of the OMEGA CSD District's ("the District") civics instruction program, the Board of Education encourages all students to exercise their right to register to vote, if age 18 or over, and to pre-register to vote, if age 16 or 17.

#### II. Implementation of Policy

The Superintendent shall confer with administrators and secondary-level educators to determine how the promotion of voter registration and pre-registration can be supported as part of the District's civics instruction program and co-curricular activities. If the Superintendent determines that conducting actual voter registration or pre-registration can be done on school premises, during the school day or at other times (such as during extracurricular activities), the Superintendent or the Superintendent's designee may actively collaborate with the county board of election to plan and conduct such activities. However, completion or submission of voter registration or pre-registration forms shall not be made a course requirement or a factor in determining any student's grade for a course.

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District/BOCES

Legal Ref: NYS Election Law §5-507(2)

Adopted: \_\_\_\_\_

## GENERAL PROCUREMENT STANDARDS

### I. Competitive Bidding

The District must complete a competitive bidding process that complies with General Municipal Law Section 103 before it: enters into a contract for public work that involves spending more than \$35,000; enters into a purchase contract for goods or services that involves spending more than \$20,000; or, enters into a lease of personal property. ~~The bidding process shall be conducted in accordance with Policy 4501.~~

- A. If the total purchases of a commodity, service, or technology during the twelve month period following the date of the first purchase is reasonably expected to total more than the threshold amounts described above, then the purchase shall be made through the competitive bidding process.
- B. If a commodity, service, or technology is potentially subject to the bidding requirements of Section 103 of the General Municipal Law, but it has been purchased without competitive bidding in an amount less than the threshold amounts described above, then additional purchases of that commodity, service, or technology from the same provider are not permitted if the additional purchase would cause the total value of the reasonably expected purchases of that commodity, service, or technology over a twelve month period to exceed the threshold amounts for competitive bidding.
- C. Pursuant to the Iran Divestment Act of 2012, each bidder or offeror must certify that they are not on the list created and maintained by the State Office of General Services (OGS).

### II. Purchasing Without Competitive Bidding

Where a purchase is permitted by law to be made without competitive bidding, District personnel must make purchase decisions so as to assure the prudent and economical use of public moneys in the best interest of the taxpayers of the District; facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances; and guard against favoritism, improvidence, extravagance, fraud and corruption. ~~The non-bid purchase process shall be conducted in accordance with Policy 4502.~~

### III. Standardization

The Board may determine that reasons of efficiency or economy support standardization on a particular kind of equipment, material or supplies. The Board's determination shall be adopted by a resolution that is approved by a three-fifths (3/5) vote of the full Board membership, and that explains the reasons for the standardization.

### IV. Instructional Materials



## POLICY

FISCAL MANAGEMENT

4500

### GENERAL PROCUREMENT STANDARDS

Pursuant to Section 200.2 of the Commissioner's Regulations, the District shall give preference in the purchase of instructional materials to those vendors who agree to provide such instructional materials in alternative formats for students with disabilities.

#### V. Responsibilities

- A. The Superintendent and the Assistant Superintendent for Finance may develop more specific procurement procedures for the guidance of District employees that are consistent with these Policies. They shall insure that all District employees involved in purchasing and business functions are familiar with these Policies and that all District employees follow these Policies.
- B. The Purchasing Agent, designated by the Board of Education, is responsible for operating the purchasing program in compliance with these procedures.
- C. Each employee involved in the procurement process is responsible to become familiar with these procedures and to follow their requirements, to seek clarification and direction from the Purchasing Agent whenever they are unsure how to proceed in compliance with these Policies, and to inform the Purchasing Agent of any concerns regarding compliance.

#### VI. Personal Purchasing Prohibited

No goods or services shall be purchased in the name of the District, or through the District's procedures other than goods or services purchased for use in conducting the District's business. No one may purchase goods or services for personal use, or on behalf of any organization other than the District, through the District's purchasing procedures.

#### VII. Annual Review

The Board of Education shall review these Policies and any supplemental procurement procedures adopted by the Superintendent or Assistant Superintendent for Finance on an annual basis. Comments regarding these Policies and any supplemental procurement procedures shall be solicited from the District's officers who are involved in the procurement process at least every third year.

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Oneida City School District

Legal Ref: Sections 102, 103, 103-g 104-b, 109-a; 800 et seq., General Municipal Law; Section 207, 305 (14), 1604, 1709, 1725, 1950, 2053, 2554, 3602, 4403; 1725 Education Law; Section 163 State Finance Law; 8 NYCRR 200.2

Adopted: 09/10/02

Revised: 02/10/4, 07/06/17

SUPPORT OPERATIONS

DISTRICT-WIDE SAFETY PLANS AND BUILDING-LEVEL  
EMERGENCY RESPONSE PLANS

5002

I. Policy

A. Plan Adoption and Re-adoption

As required by State law, the Board of Education has adopted a comprehensive District-Wide School Safety Plan and a Building Level Emergency Response Plan regarding crisis intervention and emergency response and management for each building in the District, and reviews and updates those plans annually by September 1<sup>st</sup> of each succeeding year.

B. Chief Emergency Officer [CHOOSE ONE OPTION]

\* The (District) Superintendent is designated as the District's Chief Emergency Officer. The Chief Emergency Officer is responsible for coordinating communication between school staff and law enforcement and first responders, ensuring staff understanding of the district level safety plan, and ensuring the annual review and updating of each building level emergency response plan.

OR

The (District) Superintendent shall designate a Chief Emergency Officer. The designation shall be in writing and shall be made on an annual basis no later than July 31 of each school year. The Chief Emergency Officer is responsible for coordinating communication between school staff and law enforcement and first responders, ensuring staff understanding of the district level safety plan, and ensuring the annual review and updating of each building level emergency response plan.

II. District-Wide School Safety Plan

A. Safety Team

The Board of Education shall appoint a District-Wide School Safety Team, which shall include, but not be limited to, representatives of the school board, teacher, administrator, and parent organizations, school safety personnel, (~~Optional: student~~) and other school personnel to develop a comprehensive District-Wide Safety Plan.

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Draft 11/15/2019

SUPPORT OPERATIONS

DISTRICT-WIDE SAFETY PLANS AND BUILDING-LEVEL  
EMERGENCY RESPONSE PLANS

B. Contents of Safety Plan

The District-Wide Safety Plan shall include, at a minimum, all the elements required by Commissioner's Regulation 155.17(c)(1). The Plan shall provide that the communication liaison in the event of an emergency affecting the District/BOCES shall be the District Superintendent of the *Madison* BOCES.

C. Review and Update

1. The District-Wide School Safety Plan is reviewed and updated at least annually by the District-Wide School Safety Team, which shall make recommendations to the Board concerning appropriate amendments to the Plan.
2. The District-Wide Safety Plan must be made available for public comment at least thirty (30) days prior to adoption by the Board of any proposed amendments to the Plan. The Board may adopt ~~the an amended~~ District-Wide Safety Plan only after at least one public hearing has been held.

D. File with Commissioner of Education

A copy of the District-Wide Safety Plan and any amendments to the Plan shall be filed with the Commissioner of Education within thirty (30) days after adoption of approval by the Board, but not later than October 1<sup>st</sup> of each year.

E. [OPTIONAL LANGUAGE] Use of Temporary Vision Panel Coverings

1. The installation and use of temporary vision panel coverings is authorized when recommended by the Safety Team as part of the District-Wide School Safety Plan. All installations shall comply with the New York State Fire Prevention and Building Code, and with the NYSED Manual of Planning Standards.
2. The Safety Team shall include in its considerations the important safety function of insuring speedy egress from rooms and buildings in order to escape threats to safety, such as fire.
3. The recommendation of the Safety Team shall include a recommended priority of installation, in the event that complete coverage is not feasible for logistic or financial reasons, and shall be included in the appropriate Building Level Emergency Plans.



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Draft 11/15/2019

SUPPORT OPERATIONS

DISTRICT-WIDE SAFETY PLANS AND BUILDING-LEVEL  
EMERGENCY RESPONSE PLANS

- F. [OPTIONAL LANGUAGE] Use of Temporary Door Blocks *YES*
1. The installation and use of temporary door blocks is authorized when recommended by the Safety Team as part of the District-Wide School Safety Plan.
  2. The Safety Team shall include in its considerations the important safety function of insuring speedy egress from rooms and buildings in order to escape threats to safety, such as fire.
  3. The recommendation of the Safety Team shall include a recommended priority of installation, in the event that complete coverage is not feasible for logistic or financial reasons, and shall be included in the appropriate Building Level Emergency Plans.

III. Building-Level Emergency Response Plan

A. Response Team

1. The Principal of each school building shall appoint a Building-Level Emergency Response Team, which shall include, but not be limited to, representatives of teacher, administrator, and parent organizations, school safety personnel, other school personnel, community members, local law enforcement officials, local ambulance, fire officials or other emergency response agencies, and any other representatives the Board deems appropriate.
2. The Building-Level Emergency Response Team shall develop a school emergency response plan, which shall be kept confidential and shall not be disclosed except to authorized school staff and law enforcement officers.

B. Contents of Response Plan

The Building-Level Emergency Response Plan shall include at a minimum all the elements required by Commissioner's Regulation 155.17(c)(1). The Plan shall provide that the communication liaison in the event of an emergency affecting the District/BOCES shall be the District Superintendent of the \_\_\_\_\_ BOCES.

C. Review and Update *Madison Oruda*

The Building-Level Emergency Response Plan is reviewed and updated at least annually by the Building-Level Emergency Response Team.

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Draft 11/15/2019

SUPPORT OPERATIONS

DISTRICT-WIDE SAFETY PLANS AND BUILDING-LEVEL  
EMERGENCY RESPONSE PLANS

D. File with Law Enforcement

A copy of each Building-Level Emergency Response Plan and any amendment shall be filed with appropriate local law enforcement officials and with the State Police within thirty (30) days after approval by the Board, but not later than October 15<sup>th</sup> 1<sup>st</sup> of each year.

IV. Implementation and Training

A. Notice to Commissioner

The (District) Superintendent shall notify the Commissioner as soon as possible whenever the emergency plan or building level safety plan is activated and results in the closing of a school building in the district/BOCES, except that closures due to routine snow emergencies will not be reported.

B. Staff Training

1. All district/BOCES and school staff shall receive annual training by September 15<sup>th</sup> of each school year, or within thirty (30) days of hire, whichever is sooner, on the emergency response plan.
2. This safety training shall include components of violence prevention and mental health.
3. The (District) Superintendent shall be responsible for making the necessary certification of this training to the State Education Department.

C. Annual Information for Students and Staff

The (District) Superintendent shall provide written information, by October 1<sup>st</sup> of each school year, to all students and staff about emergency procedures.

D. Emergency Drill

The District/BOCES shall, at least once every school year, conduct one test of its emergency procedures.

V. Response to Student Conduct

School personnel have primary responsibility for responding to student misconduct that violates, or may violate the District's/BOCES Code of Conduct. Law enforcement personnel should be asked to intervene only when intervention by school personnel would create unreasonable risk to the school personnel or other persons, including the



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SUPPORT OPERATIONS

DISTRICT-WIDE SAFETY PLANS AND BUILDING-LEVEL  
EMERGENCY RESPONSE PLANS

offending student, or when the additional training, techniques, and equipment available to law enforcement personnel is necessary to prevent additional injury to affected persons, including the offending student, or to restore order.

[Each District and BOCES that already employs, contracts with or otherwise retains law enforcement of public or private security personnel (including SROs and SPOs) should include the following section. Other Districts and BOCES may want to include the following section to provide a roadmap for future actions:]

VI. Contracts With Law Enforcement or Other Security Agencies

A. Board Responsibility

The Board of Education is responsible for determining whether, when, and to what extent District/BOCES funds shall be used to engage the assistance of law enforcement or other security agencies, and the proper role of those personnel in the schools. When the Board decides to secure the assistance of law enforcement or other security agency personnel, it shall do so by contract, memorandum of agreement, or other legally binding agreement.

B. Development of a School Security Services Agreement

1. The contract or memorandum of agreement for the procurement of law enforcement or other security agency services shall be developed with input from a working group consisting of representatives of: the Board, parents, students, school administrators, teachers, other school personnel, collective bargaining units, parent and student organizations, community members, probation officers, prosecutors, defense counsel, and courts that are familiar with school discipline matters. Whenever feasible, the representatives of the school community shall be drawn from the District-Wide Safety Team.
2. When the District/BOCES enters into an agreement for the procurement of school security services, the agreement shall include, but not be limited to, the following elements:
  - a. define the relationship between the District/BOCES and the contracted school security personnel;
  - b. coordinate with the District/BOCES Code of Conduct.
  - c. delegate to school personnel the role of school discipline; and

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SUPPORT OPERATIONS

DISTRICT-WIDE SAFETY PLANS AND BUILDING-LEVEL  
EMERGENCY RESPONSE PLANS

- d. define the roles and responsibilities of the law enforcement or security personnel within the school community.
3. A school security services agreement approved by the Board shall be incorporated into the District-Wide Safety Plan and published with the Plan.

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School District/BOCES

Legal Ref: NYS Education Law §2801-a; 8 NYCRR 155.17, Safe Schools Against Violence in Education Act (SAVE); NYS Fire Prevention and Building Code; and NYSED Manual of Planning Standards

Adopted:

# Regulation

FISCAL MANAGEMENT

4500.1

## COMPETITIVE BIDDING

### I. Competitive Bidding Required

A. The Purchasing Agent shall insure that a competitive bidding process compliant with the General Municipal Law and these Policies is conducted prior to entering into:

1. a public works contract involving an expenditure of more than \$35,000; contracts for the purchase of labor, construction, and some services fall into this category;
2. a purchase contract involving an expenditure of more than \$20,000; contracts for the purchase of materials, equipment, and supplies fall into this category; or
3. a lease of personal property for a period of time not to exceed the current school year.

B. In the event that a contract combines the provision of professional services not subject to the bidding requirement, and a purchase that is otherwise subject to the bidding requirement, the District will determine whether the professional service or the purchase is the predominant part of the transaction, and proceed with the bidding process if the purchase component is predominant and is in excess of the applicable monetary threshold.

### II. Competitive Bidding Not Required

A. Contracts for public work or the purchase of supplies, material, or equipment may be entered into without competitive bidding in the case of a public emergency arising out of an accident or other unforeseen occurrence that creates circumstances that require immediate action to preserve public property or the life, health, safety, or property of District residents, employees, or students.

B. Surplus and second-hand supplies, materials, and equipment may be purchased without competitive bidding from the federal government, the State of New York, or another political subdivision or district within the State.

C. Competitive bidding is not required when there is, in fact, only one source for the product or service being purchased. This exception includes monopoly markets, such as public utilities.

D. Competitive bidding is not required for the procurement of professional services which, because of the specialized or confidential nature of the services, do not lend themselves to procurement through competitive bidding.



## REGULATION

FISCAL MANAGEMENT

4500.1

### COMPETITIVE BIDDING

#### III. The Bidding Process

- A. The Purchasing Agent has the authority to prepare, advertise and open bids for all purchase contracts and contracts for public work.
- B. A Notice to Bidders shall be published in the officially designated newspaper commencing not less than five (5) days prior to the bid opening date. Notices may also be mailed to potential bidders sufficiently in advance of the scheduled bid opening date to permit timely preparation and submission of bids.
- C. Bids shall be received until the opening time designated in the official notice. All bids shall be date stamped upon receipt and shall be kept in a safe, locked location until the time of opening.
- D. Bids may be received through electronic format where the Purchasing Agent has confirmed that the District's hardware and software enable it to:
  - 1. comply with Article Three of the State Technology Law, and related regulation;
  - 2. document the time and date of receipt;
  - 3. authenticate the identity of the sender;
  - 4. maintain the security of the information transmitted; and
  - 5. maintain the confidentiality of the information of the bid or offer until the date and time of bid opening.
- E. Bids shall be opened at the time and place set forth in the Notice to Bidders. There will be at least two (2) district employees present at each bid opening, including the Purchasing Agent or the Purchasing Agent's designee. All interested parties may also attend the opening of bids.
- F. After being opened, all bids shall be recorded and analyzed. The Purchasing Agent shall make a recommendation to the Board of Education regarding an award on the basis of best value (as defined in Section 163 of the State Finance Law) to a responsible and responsive bidder. Alternatively, the Purchasing Agent may recommend that all bids be rejected.

In the event there are two or more bona fide low responsible bidders, the Board may make an award to one of the low bidders or, in its discretion, it may reject all the bids and re-advertise the purchase.
- G. Bid bonds, deposits or performance bonds may be required, at the discretion of the Purchasing Agent. The need for such security can be determined on a case-by-case basis.

REGULATION

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4500.1

COMPETITIVE BIDDING

Every bid shall contain the certification, properly executed by the bidder, required by Section 103-d of the General Municipal Law.

- H. Minor deviations from specifications or compliance with bidding requirements may be waived by the Board, upon the recommendation of the Purchasing Agent. The Purchasing Agent shall determine all questions of comparability or equivalency.
- I. State contracts and group bids through the BOCES Cooperative Purchasing may be used to fulfill bid requirements.

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New Hartford Central School District

Legal Ref: Sections 102, 103, 104-b, 109-a; 800 et seq., General Municipal Law; Section 207, 305 (14), 1604, 1709, 1725, 1950, 2053, 2554, 3602, 4403; 1725 Education Law; Section 163 State Finance Law; 8 NYCRR 200.2

Adopted: 09/01/92

Revised: 11/05/02, 03/02/04, 06/03/08, 12/02/14



# Regulation Policy

FISCAL MANAGEMENT

4502-4500.2

## NON-BID PURCHASING

### ~~I.~~ Objective

~~Goods and services which are not required by law to be procured by the district through competitive bidding will be procured in a manner so as to ensure the prudent and economical use of public monies in the best interests of the taxpayers. It is the policy of the District to "shop around," and to maintain accurate records of the efforts made by District staff to buy wisely. Alternative proposals or quotations will be secured by requests for proposals, written quotations, or verbal quotations, as set forth below.~~

### II. Methods of Solicitation and Documentation

#### A. Verbal Quotations

1. Verbal quotations may be solicited by telephone.
2. A log shall be maintained by each District employee or officer who solicits a verbal quotation. The Purchasing Agent is responsible for maintaining a master log by periodically consolidating all logs kept by District employees and officers.
3. Each log of verbal quotations shall record: name, date, and time vendor was solicited; whether contact was made with the vendor and, if so, who the contact person was; what the vendor was told about the good or service being solicited; and the vendor's response.

#### B. Written Quotations

1. A standard "request for quotation" shall be used to solicit written quotations (Regulation 4502-14500.3). All vendors sent a "request for quotation" for a particular good or service shall be provided with an identical written description of the good or service being solicited.
2. Written quotations may be solicited and received electronically, provided all documentation is preserved either physically or electronically.
3. The Purchasing Agent shall maintain a master file of all written solicitations and all written responses.

#### C. Requests for Proposals (RFP)

1. Written Requests for Proposals are generally used to obtain comparable

POLICY-REGULATION

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4502-4500.2

NON-BID PURCHASING

quotations for the provision of professional and other specialized services. A Request for Proposals will contain critical details of the engagement, including the methods which the District will use in selecting the service provider, and set a deadline for the submission of written Proposals.

2. A particular Request for Proposals shall be sent to a representative sample of individuals and firms known to offer the service being purchased (e.g., architects, engineers, accountants, lawyers, underwriters, fiscal consultants, etc.). To develop a pool of candidates, the District may advertise in professional journals, canvass directories of professionals in a particular field, and make inquiries of other school districts or users of the service being sought.
3. The evaluation of responses to a Request for Proposals will consider the price quoted, any special knowledge or expertise of the service provider, the quality of the service, the staffing of the service, and suitability for the District's needs.

D. List of Vendors

The Purchasing Agent shall maintain a list of known and acceptable vendors, grouped by category of good or service provided. Any District officer or employee initiating a purchase shall consult this list.

III. Comparable Proposals Required

A. General Categories

- ~~1. Prior to entering into a purchase contract involving an expenditure of less than \$1,000, the responsible officer or employee shall solicit and document three (3) verbal quotes.~~
  - ~~2. Prior to entering into a purchase contract involving an expenditure of between \$1,000 and \$20,000, the responsible officer or employee shall solicit and document three (3) written quotes.~~
  - ~~3. Prior to entering into a public works contract involving an expenditure of less than \$20,000, the responsible officer or employee shall solicit and document three (3) verbal quotes.~~
  - ~~4. Prior to entering into a public works contract involving an expenditure between \$20,000 and \$35,000, the responsible officer or employee shall solicit and document three (3) written quotes.~~
- All items and/or groups of items whose total exceeds \$2,500, but is less than the limits



POLICY REGULATION

FISCAL MANAGEMENT

4500-4500.2

NON-BID PURCHASING

prescribed by section 103 of the General Municipal Law will require at least two written quotations from vendors. Records of quotations will be maintained.

B. Specific Categories

1. Insurance: written quotes
2. Professional services: Requests for Proposals shall be issued periodically, as determined by the Board
3. Lease of personal property: written quotations; also, before a proposed lease of personal property is presented to the Board for consideration, an analysis of the relative costs and benefits of leasing rather than purchasing shall be prepared and presented to the Board, as well as an analysis of whether the proposed arrangement is a true lease rather than an installment purchase agreement
4. Surplus or second-hand government equipment: written quotes for comparable equipment in the market
5. Certain food and milk purchases: written quotes, and documentation sufficient to satisfy Sections 114.3 and 114.4 of the Commissioner's Regulations

IVIII. Comparable Proposals Not Required

A. Emergencies

When the Board passes a resolution that an emergency situation exists, the District will make purchases at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practicable under the circumstances.

B. Sole Source Situations

Whenever the Purchasing Agent determines that a good or service is available only from a "sole source" supplier, the Purchasing Agent shall document, before making the purchase, the unique benefits of the patented items as compared to other items available in the marketplace; that no other item provides substantially equivalent or similar benefits; and that considering the benefits received, the cost of the item is reasonable, when compared to conventional methods.

C. Professional Services

When feasible, professional services should be retained after considering information

POLICY REGULATION

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4502-4500.2

NON-BID PURCHASING

about the prices charged by alternative service providers. However, the specialized and confidential nature of some professional services makes them unsuitable for purchase through competitive proposals. For that reason, the Board shall monitor the District's use of professional services and periodically issue Requests for Proposals to assess the cost effectiveness of the services being utilized by the District.

D. Minor Purchases

Quotations need not be obtained prior to a purchase that is so small that the use of District resources to solicit and document the quotations would not be cost effective.

E. Purchases Through County

The procedures set forth above need not be followed when a purchase is made through any county of New York State. However, a purchase shall not be made in that manner unless the Purchasing Agent has documented that the purchase may be made upon the same terms, conditions, and specifications at a lower cost by purchasing through the county.

F. Other Special Source Purchases

1. The procedures set forth above need not be followed when a purchase is made from or through the state Office of General Services, from individuals with severe handicapping conditions as defined under the state Finance Law, or from correctional institutions pursuant to the Corrections Law.
2. The procedures set forth above need not be followed when a purchase is made of an apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies through the use of a contract let by the United States of America or any agency, state or any other county, or political subdivision or district, if such contract was let in a manner that constitutes competitive bidding with state law and made available for use by other governmental entities.

VI. Purchasing

A. Tie Quotations

In the event of tie quotations, the Purchasing Agent may award the purchase to one of the low quotations or reject all quotations and resolicit quotations.

B. Purchase Order



POLICY REGULATION

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4502-4500.2

NON-BID PURCHASING

After ~~three~~-two quotations have been gathered pursuant to this regulation, they shall be compared to available State contracts. If the same product or service is not available at a lower price through a State contract, the Principal, Director or Program Supervisor will issue a purchase order for materials from the vendor with the lowest price. The Purchasing Agent shall certify that the quotations required by this Policy have been received. Quotations or information on telephone quotes received should be attached to the purchase order submitted to the Purchasing Agent.

C. Purchase Other than for Lowest Quoted Price

When a purchase is made from other than the lowest responsible dollar offeror, the documentation of the quotations shall be supplemented with a statement justifying such award. Such justification must demonstrate that the award provides for the prudent and economical use of public moneys in the best interests of the taxpayers of the District.

D. No Quotes Received

When no quotations are received despite solicitation by the means of either mail or telephone above, the Purchasing Agent should attempt to broaden the District's solicitation if at all feasible. However, where the District has taken steps to obtain quotations, the Purchasing Agent may make purchases in the open market until conditions change.

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Oneida City School District

Legal Ref: Sections 102, 103, 104-b, 109-a; 800 et seq., General Municipal Law; Section 207, 305 (14), 1604, 1709, 1725, 1950, 2053, 2554, 3602, 4403; 1725 Education Law; Section 163 State Finance Law; 8 NYCRR 200.2

Adopted: 06/09/92

Revised: 02/10/04, 07/05/11, 07/06/17

**Oneida City School District**  
**SUPERINTENDENT'S REGULATION**

FISCAL MANAGEMENT

4502-14500.3

PROCUREMENT OF GOODS AND SERVICES QUOTE FORM

Quote Number \_\_\_\_\_ (of 3-2 required)

Vendor/Company Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Date Contacted: \_\_\_\_\_

Person giving quote: \_\_\_\_\_

Item description: \_\_\_\_\_  
\_\_\_\_\_

Will item be used for instructional purposes?      Yes                      No

If yes, please detail alternative instructional formats available from your company for students with disabilities:

\_\_\_\_\_  
\_\_\_\_\_

Delivered price: \_\_\_\_\_  
(Include labor and mileage, if applicable.)

Delivery Date: \_\_\_\_\_

Period of time quoted price is in effect: \_\_\_\_\_

Quote received by: \_\_\_\_\_

Department: \_\_\_\_\_

=====  
Approved by the Superintendent: 07/06/17

## EXPENSE REIMBURSEMENTS (Employees)

### I. Authorization

District staff who incur expenses that are necessary to carry out authorized duties, and reasonable in nature and amount, will be reimbursed, provided that: (1) the expense was approved in advance of being incurred, by the Superintendent, Assistant Superintendent for Finance, Building Principal, or other authorized supervisor, (2) the expense is within the approved budget, and (3) a properly filled-out and approved voucher and such supporting receipts as are required by the business office are submitted.

### II. Mileage and Overnight Stays

When business travel is approved, mileage for use of a personal vehicle will be reimbursed at the rate set by the Board or as provided in a collective bargaining agreement. Tolls will be reimbursed at actual cost. Overnight accommodations will be reimbursed for the minimum period reasonably necessary to complete the District-related business, and in an amount deemed by the Superintendent to be reasonable for decent lodging in the locale.

### III. Meal Reimbursement

- A. Meal expenses may not be reimbursed while an employee is performing the usual duties of the office except when:
1. The employee is on approved overnight travel, approved conferences and training sessions; or
  2. The employee is prevented from taking the time off for a meal due to a pressing need to complete business at hand and the business is of an immediate nature and conducting business at mealtime is essential.
- B. The cost of meals for any guest may not be reimbursed unless the meal promotes a valid District purpose, such as a business luncheon with other government officials or community leaders for discussion or negotiation of a matter that is or will be before the board for action.
- C. For meal expenses to be reimbursed a restaurant receipt filled out by the restaurant host or waiter must be submitted with the Expense Voucher. Credit card receipts are not acceptable. The Assistant Superintendent for Finance shall provide a meal expense form that includes at least date, described purpose, a statement that alcoholic beverages are not part of the requested reimbursement; and, if applicable, the location outside of the District, length of travel, and guests present. The Meal Reimbursement

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EXPENSE REIMBURSEMENTS (Employees)

Documentation Form and receipt shall be attached to and listed on the Expense Voucher Form.

- D. ~~Employees are to exercise prudence in purchasing meals for which reimbursement requests will be submitted. The purchase of alcoholic beverages is not reimbursable.~~ Employees will be reimbursed for the actual cost of meals up to the limits by region for meals and incidental expenses established by the U.S. General Services Administration. The purchase of alcoholic beverages is not reimbursable.

IV. Expense Voucher Required

- A. The Business Manager shall provide an Expense Voucher Form to be used for meetings, mileage, telephone calls, conference reimbursement, and other approved job-related expenses.
- B. Employees must complete the "Expense Voucher Form", attach receipts, if applicable, and forward one (1) copy to the appropriate administrator. One (1) copy shall be retained by the employee.
- C. Expense vouchers must be submitted within ninety (90) calendar days after the expenses were incurred, or by the last working day of the fiscal year, whichever is earlier.

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Oneida City School District

Adopted: 02/13/90, 12/13/05

Revised: 02/10/04, 04/23/18



## FISCAL MANAGEMENT

### EXTRA-CLASSROOM ACTIVITY FUNDS

#### I. Statement of Policy

Extra-classroom funds are those that are raised other than by taxation or through charges of the Board of Education for, by or in the name of a school student body, or any subdivision thereof. The Board of Education adopts this policy for the guidance of students, teachers and administrators in accordance with the financial procedures outlined in the State Education Department's Finance Pamphlet 2 (20152008).

#### II. Organization

- A. Student extra-classroom activities may be formed only for educational or school service purposes.
- B. Students desiring to organize an activity shall formally request such creation in writing, to the Building Principal. The request shall state the purpose, objectives and activities of the proposed extra-classroom activity; and be signed by at least twelve (12) students.

#### III. Approval of Extra-Classroom Activities and Funds

- A. The responsibility for establishing and operating student organizations and activities shall rest solely on the Board of Education. Student organizations and/or activities shall not be established or conducted unless approved by the Board of Education.
- B. Extra-classroom activities including fund raising shall not take place outside of school property, unless the prior consent of the Building Principal is received through the processing of a fundraising request form.

#### IV. Officers and Advisors

- A. Each extra-classroom activity shall have at a minimum one officer, a Student Treasurer.
- B. The Board of Education shall appoint, upon the recommendation of the Superintendent, members of the regular faculty/support staff to act as:
  - 1. Central Treasurer of Extra classroom Activities Funds
  - 2. Activity Advisor

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Draft 02/16/2017  
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EXTRA-CLASSROOM ACTIVITY FUNDS

- C. It shall be the responsibility of the Central Treasurer to have custody of all funds; including disbursement, issuance of receipts, preparation of fund deposits and preparation of activity and central account reports. Activity reports shall be prepared monthly during the school year for approval by the Board of Education.
  - D. It shall be the responsibility of the Activity Advisor to attend all meetings and supervise all programs of the activity, assist in the planning of budgets and keeping of accounts and supervising all expenditures.
- V. Financial Procedures for the Extra-Classroom Activity Funds.
- A. The following principles shall be observed in order to properly administer extra-classroom activity funds:
    - 1. Two (2) separate and independent sets of records of receipts and expenditures shall be maintained.
    - 2. The authority to expend monies shall be distinct and separate from the custody of monies.
    - 3. All accounts shall be audited at least annually
    - 4. Training of Student Treasurer, Activity Advisor and Central Treasurer shall be done on an annual basis by Business Office Staff.
  - B. Handling of Funds
    - 1. Pupils collecting monies shall issue pre-numbered receipts in triplicate, the original to the purchaser, a copy to the pupil sales person and one to the Activity Advisor. When receipts are not practical, i.e. candy bar sale, a statement showing the amount of goods received by each salesperson shall be processed.
    - 2. The Activity Advisor is responsible for depositing collected money with the Central Treasurer as soon as \$50 cash has been received. No money beyond this dollar amount will be stored in a classroom.
    - 3. The Student Treasurer will be responsible for the final reconciliation of all unsold goods and cash.

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EXTRA-CLASSROOM ACTIVITY FUNDS

C. Deposit Procedures

1. The Student Treasurer counts all money received, prepares a deposit receipt in duplicate and enters the amount into the activity register. Both the Student Treasurer and Activity Advisor's signatures are to be on the deposit slip.
2. The Central Treasurer prepares the bank deposit slip for received funds and brings to Business Office to be deposited.

D. Withdrawal Procedures

1. An expenditure on behalf of an extra classroom activity shall be initiated by a request to the Central Treasurer by the Student Treasurer or Faculty Advisor, supported by a written itemization of the planned expenditure and written approval of the Faculty Advisor. The Central Treasurer prepares and signs the necessary checks made out to the appropriate vendor. Both the Central Treasurer and the Activity Treasurer are to maintain documentation of the disbursement.
  - a. In urgent circumstances, an expenditure made on behalf of an activity by a Faculty Advisor will be reimbursed after the fact. The Central Treasurer may reimburse such a disbursement if provided with a vendor receipt (not a credit card receipt) and a written explanation of why it was not feasible to follow normal disbursement procedures.
2. When goods arrive, the goods, the bill and purchase order are reconciled by the Student Treasurer and Faculty Advisor.

E. Interest on Extra-classroom Activity Account Funds

1. Interest earned on the extra-curricular fund(s) checking or savings account(s) shall be used to cover bank fees associated with the account.

F. Sales Tax

1. The School District is not exempt from Sales Tax Law provisions when acting as a vendor of services and/or property ordinarily sold by private persons. A list of common undertakings of extra- class fund raising activities and their taxable status is included in Finance Pamphlet 2.

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EXTRA-CLASSROOM ACTIVITY FUNDS

2. The Central Treasurer shall determine quarterly the sales tax owed by each activity, charge the appropriate account, pay the sales tax and notify the respective Student Treasurer(s) and Activity Advisor(s)
- G. Transfer of Funds
1. After a period of (1) year of inactivity, remaining funds of that extra-classroom activity shall be transferred to the Student Counsel account and may be expended in accordance to that organization's constitution.
  2. All funds accumulated in the name of a specific class must be withdrawn from that account before the graduation of said class. Any remaining funds shall revert to the Student Council's account after all liabilities of the class have been paid.

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~~Central~~ School District

Legal Ref: 8 NYCRR 172.2 (checked 4/17)

Adopted:



TRANSPORTATION TO AND FROM CHILD CARE LOCATIONS/SPECIAL  
TRANSPORTATION REQUESTS

I. Policy

School districts are responsible for the safe, efficient transportation of students to and from assigned bus stop locations. Parent/guardian requests to change a scheduled pick up or drop off location that are frequent or without advance notice have a direct negative effect on both the safety and efficiency of the transportation system. Therefore, the District establishes the following policy to enhance the safety and efficiency of transportation currently provided to and from child care locations for children in grades pre-K through 8 and special transportation requests for all grades.

II. Child Care Location

- A. A before/after school child care location shall be defined as a place, other than home, where child care for less than 24 hours is provided on a regular basis within the school district. In the event of a child care provider that is not licensed/registered pursuant to Section 390 of the New York State Social Services Law, such provider must be in the same attendance zone as the student's residence or be located such that the child can be transported without change to an existing bus route. If such provider is licensed/registered pursuant to Section 390 of New York State Social Services Law, such provider may be in any location within the school district boundaries.
- B. In order to be eligible to request transportation to/from a child care location, such student must be otherwise eligible for transportation pursuant to applicable law and policy.

III. Requests for Annual Transportation To and From a Child Care Location for Grades Pre-K through 8:

- A. Written requests for regular transportation to or from a child care location should be submitted by the parent/guardian, if possible, by August 1st of the year preceding the year transportation is desired; unless the parent/guardian did not reside in the District on August 1st then such request must be made within thirty (30) days after establishing residence in the District. Parents / guardians are encouraged to use the "Family ID" program located on the District's website under the Parent Resources heading.
- B. Requests will be approved only if the before/after school child care location is consistent throughout the week. The district will not transport to/from multiple

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TRANSPORTATION TO AND FROM CHILD CARE LOCATIONS/SPECIAL  
TRANSPORTATION REQUESTS

pick up or drop off points during the week unless such alternate site can be accommodated by the same bus route.

- C. Requests should be submitted to the ~~Student Registration~~ District Transportation office (315-361-6072).
- D. The Principal will review and approve/disapprove the transportation request in conjunction with the Transportation Department. The parent/guardian shall be notified of the decision.

IV. Requests for Changes in Child Care Locations for Grades Pre-K through 8:

- A. Frequent requests to change the location of a before/after school child care location jeopardize the safety of children by increasing the chance of miscommunication or error. Parent/guardian requests for changes must be limited to assure the safety of their child(ren). In no event will more than ten (10) changes be permitted during one school year.
- B. Written requests for changes in the location of a regular child care location during the school year must be based upon a verified need, and submitted to the office of the student's assigned school at least three (3) school days in advance. Requests not meeting the advance notice requirement are subject to the approval of the Principal pursuant to Section VI.
- C. ~~The Student Registration office will review and approve/disapprove the transportation request in conjunction with the Transportation Department. The parent/guardian shall be notified of the decision.~~ The District Transportation office will approve / disapprove the transportation request and the parent / guardian will be notified of the decision.

V. Other Special Requests for all Grades:

- A. Requests for transportation to and/or from an address other than the home address may be approved on a short-term or temporary basis. Requests must be submitted in writing at least three (3) school days in advance. Each request shall be for a period of two (2) weeks or less. After every two (2) week period the parent or guardian must submit another written request in order to extend the time period of such transportation; by the last day of the prior request. Requests not meeting the advance notice requirement are subject to the approval of the Principal pursuant to Section VI.



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TRANSPORTATION REQUESTS

- B. ~~The Student Registration office in conjunction with the Transportation Department will review and approve/disapprove such requests. The parent/guardian shall be notified of such decision.~~ The Transportation Department will review and approve / disapprove such requests and the parent / guardian shall be notified of such decision.

VI. Emergency Requests for all Grades:

- A. When failure to provide adequate notice due to exceptional, emergency circumstances can be demonstrated, the ~~Student--Registration~~ District Transportation office may approve a change in the drop off/pick up location of a child, ~~in conjunction with the Transportation Department.~~ Approval of such request is dependent upon there being no change in the bus route and if it involves a different bus, adequate seats on that bus.
- B. In the event that the emergency request is made via telephone, the parent/guardian must submit a written request confirming same within two (2) school days.

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Oneida City School District

Legal Ref: Education Law §3635 1(e)

Adopted: 01/12/99 Reviewed: 04/19/04

Revised: 03/12/19

# Policy

COMMUNITY RELATIONS

1003

## SCHOOL VOLUNTEERS

- I. The Board of Education encourages the use of volunteers in the schools. The services of volunteers may be accepted by the Board, the Superintendent, <sup>or his/her designee.</sup> ~~the Assistant Superintendent for Finance or Assistant Superintendent for Instruction.~~
- II. Volunteers may come from all backgrounds and all age groups and may include any persons willing to give their time to one purpose--helping children and school staffs. Volunteers may be involved in virtually every facet of the operation of the school district, working with students on a one-to-one basis or performing tasks not involving children. Tasks may involve services in the library, classroom, athletics, music, school plays, pre-kindergarten programs assisting on field trips, tutoring, mentoring in selected programs and other similar activities.
- III. An individual shall be considered to be an "authorized volunteer" for purposes of participating in school activities and for purposes of receiving indemnification under the Education Law, Workers' Compensation and liability insurance protection under the District's insurance coverage, only where volunteers for the particular program or activity in which the individual participants have been approved for participation in accordance with this policy.
- IV. The responsible school personnel, in collaboration with the Building Principal or Athletic Director, will identify appropriate tasks for volunteers and will plan in-service activities for them when necessary as they may become skilled in performing these tasks.
- V. Volunteers will not teach, but may reinforce skills taught by the professional staff. Volunteers may not provide transportation to pupils in their personal automobiles for any school-sponsored activities.
- VI. Before the deployment of regularly scheduled (daily or weekly basis) volunteers, the District shall require that the volunteer undergo the same application and screening process as District employees, excluding fingerprinting. This shall include the following information:
  - a. Completed application form;
  - b. Building Principals or Athletic Director must maintain a list of volunteers each year and maintain application materials.
- VII. No school employee shall recruit or deploy a volunteer except in accordance with this policy. No school employee shall pay any form of compensation to a volunteer using school or ~~student funds~~, except for expense reimbursements that are authorized in advance by the business office.



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COMMUNITY RELATIONS

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SCHOOL VOLUNTEERS

- VIII. A district or building administrator must approve each volunteer prior to beginning service in the district.
  - A. Long term volunteers, such as coaches, clerical or library helpers must be approved by the Board of Education. All volunteer coaches must hold coaching certification.
  - B. The volunteer program is limited to those that have been accepted and recorded by an administrator or the Board of Education.
- IX. The Program Supervisor is responsible for direct supervision of the volunteer.
- X. The Superintendent retains the right to withdraw permission previously given for the services of any volunteer at any time without cause.

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Oneida City School District

Legal Ref: Volunteer Protection Act of 1997, 42 USC 145001, Education Law §§ 3023 and 3028, Public Officers Law §18

Adopted: 02/10/04

Revised: 12/13/05, 09/12/17, 04/23/18

# Policy

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COMMUNITY RELATIONS

1005

CODE OF CONDUCT FOR THE MAINTENANCE OF PUBLIC ORDER ON SCHOOL  
PROPERTY AND AT SCHOOL FUNCTIONS

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## POLICY

COMMUNITY RELATIONS

1005

### CODE OF CONDUCT FOR THE MAINTENANCE OF PUBLIC ORDER ON SCHOOL PROPERTY AND AT SCHOOL FUNCTIONS

#### I. INTRODUCTION

- A. The Board of Education is committed to providing a safe and orderly school environment where students may receive and district personnel may deliver quality educational services without disruption or interference. Responsible behavior by students, teachers, other district personnel, parents and other visitors is essential to achieving this goal. This Code of Conduct has been developed consistent with Article 2-A of the Education Law, the Safe Schools Against Violence in Education Act (Chapter 181 of the Laws of 2000) and Section 100.2 of the implementing Commissioners Regulations, in collaboration with students, teachers, administrators, parent organizations, school safety personnel and other school personnel.

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

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

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

#### B. Dignity for All Students Act

The Dignity for All Students Act ("DASA") contains requirements for maintaining a positive learning environment for all students and will be integrated with the district Code of Conduct. DASA specifically prohibits bullying, discrimination and harassment by school employees and students on school property or at a school function by school employees and students based on, but not limited to, actual or perceived: race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, sex or any other legally protected status. Also included are provisions for reporting and intervening in cases of discrimination, harassment or bullying. Any related complaints should be brought to the attention of the building principal who also serves as the Dignity Act Coordinator ("DAC") to assist in implementation of the DASA in each school building.

Prevention is the cornerstone of the district's effort to address bullying and harassment. In order to implement its bullying presentation program, the Board will designate, at its annual organizational meeting, individuals at each school to

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### CODE OF CONDUCT FOR THE MAINTENANCE OF PUBLIC ORDER ON SCHOOL PROPERTY AND AT SCHOOL FUNCTIONS

act as the DAC. These individuals shall be thoroughly trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, sex and any other legally protected status.

The DAC's shall be employed by the District and be 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 of schools.

The DAC's will be responsible for assisting in coordinating and enforcing the requirements of the Dignity for All Students Act and its related policies and regulations at each school building, including but not limited to:

- a. Professional development for staff members;
- b. The complaint process; and
- c. Support of the Dignity Act's civility curriculum components.

## II. DEFINITIONS

For purposes of this code, the following definitions apply.

"Cyberbullying" means harassment or bullying where such harassment or bullying occurs through any form of electronic communication. Cyberbullying includes the use of information technology, including, but not limited to e-mail, instant message, blogs, chat rooms, pagers, cell phones, social media photos/videos and gaming systems, to harass, threaten, isolate or intimidate others. (Education Law §11[8])

"Disability" means (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regarded by others as such an impairment, provided, however, that in all provisions of this article dealing with employment, the term must be limited to disabilities which, upon the provision of reasonable accommodations, do not prevent the complainant from performing in a reasonable manner the activities involved in the job or occupation sought or held.

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

"Gender" means a person's actual or perceived sex and includes a person's gender identity or expression. "Gender Identity" means a person's gender-related identity, appearance or



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### CODE OF CONDUCT FOR THE MAINTENANCE OF PUBLIC ORDER ON SCHOOL PROPERTY AND AT SCHOOL FUNCTIONS

behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth.

"Harassment or bullying" means the creation of a hostile environment by conduct or by threats, intimidation, or abuse, including cyberbullying as defined in Education Law section 11(8), that either:

1. has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or with the student's mental, emotional and/or physical well-being, including conduct, threats, intimidation or abuse that reasonably causes or would reasonably be expected to cause emotional harm; or
2. reasonably causes or would reasonably be expected to cause physical injury to a student or to cause a student to fear for his or her physical safety.

This Code applies to all acts of harassment or bullying that occur on school property or at a school function, as well as to acts occurring off school property when (i) those acts create or would foreseeably create a risk of disruption within the school environment, and (ii) it is foreseeable that the conduct, threats, intimidation, or abuse might reach school property.

"Hazing" is defined to mean committing an act against a student, or coercing a student into committing an act, that creates a risk of emotional, physical or psychological harm to the student, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term "hazing" includes, but is not limited to: humiliating, degrading or dangerous activities; substance abuse of alcohol, tobacco or illegal drugs; any activity that intimidates or threatens the student with ostracism, or adversely affects the health or safety of the student; or any activity that causes or requires the student to perform a task or act that is a violation of state or federal law or district policies/regulations.

"Illegal Substances" include, but are not limited to, inhalants, marijuana, cocaine, LSD, PCP, amphetamines, barbiturates, ecstasy, heroin, steroids, any substances commonly referred to as designer drugs or synthetic drugs, and "look a likes" (including synthetic cannabinoids) and prescription or over-the-counter drugs.

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

"School function" means any school-sponsored extra-curricular event or activity. For the purposes of this policy, a "school function" is defined as any event, occurring on or off school property, sanctioned or approved by the school, including but not limited to offsite athletic events, school dances, plays, musical productions, field trips or other school-sponsored trips.

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### CODE OF CONDUCT FOR THE MAINTENANCE OF PUBLIC ORDER ON SCHOOL PROPERTY AND AT SCHOOL FUNCTIONS

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

“Sexual Orientation” means a person’s actual or perceived heterosexuality, homosexuality, or bisexuality.

“Tobacco Products” means “cigarettes, cigars, pipes, chewing tobacco, snuff, herbal tobacco products, simulated tobacco products that imitate or mimic tobacco products, e-cigarettes, vapes, cloves, bidis and kreteks as well as matches and lighters.”

“Violent student” means a student under the age of 21 who:

1. Commits an act of violence upon a school employee, or attempts to do so.
2. Commits, while on school property or at a school function, an act of violence upon another student or any other person lawfully on school property or at the school function, or attempts to do so.
3. Possesses, while on school property or at a school function, a weapon or ammunition that is commonly used with weapons.
4. Displays, while on school property or at a school function, what appears to be a weapon.
5. Threatens, while on school property or at a school function, to use a weapon.
6. Knowingly and intentionally damages or destroys the personal property of any school employee or any person lawfully on school property or at a school function.
7. Knowingly and intentionally damages or destroys school district property.

"Weapon" means a firearm as defined in 18 USC §921 for purposes of the Gun-Free Schools Act. It also means any other gun, BB gun, pistol, revolver, shotgun, rifle, machine gun, disguised gun, dagger, dirk, razor, stiletto, knife, switchblade knife, gravity knife, brass knuckles, sling shot, metal knuckle knife, box cutters, cane sword, electronic dart gun, Kung Fu star, electronic stun gun, pepper spray or other noxious spray, corrosive liquid, explosive or incendiary bomb, or other device, instrument, material or substance that can cause physical injury or death when used with intent to cause physical injury or death when used as a weapon (e.g. pocket knife, folding knife, lockback knife, or pen knife). Any “look a likes” air guns or other instruments wielded as a weapon are considered a weapon including ammunition that is commonly used within weapons for purposes of this definition.

### III. STUDENT RIGHTS AND RESPONSIBILITIES

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A. Student Rights

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

1. Present their version of the relevant events to school personnel authorized to impose a disciplinary penalty in connection with the imposition of the penalty.
2. Access school rules and, when necessary, receive an explanation of those rules from school personnel.
3. Be free from discrimination, bullying and harassment on school property or school functions including but not limited to the educational program, activities, or admission policies of their school. Such conduct shall include, but is not limited to, threats, intimidation or abuse based on a person's actual or perceived race, color, weight, national origin, ethnic origin, ethnic group, religion, religious practices, disability, sex, sexual orientation, gender (including gender identity and expression), or any other legally protected category.
4. Participate equally in all school activities regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practices, disability, sexual orientation, gender (including gender identity or expression) or sex;
5. Have complaints about school-related incidents investigated and responded to.
6. Student Search and Seizure:
  - a. In order to provide and maintain a safe and appropriate environment for students to learn the following guidelines pertaining to student search and seizure are established.
  - b. The Board of Education hereby authorizes administrators to undertake searches of students and their possessions (e.g. pocket contents, bookbags, handbags, etc.) should the circumstances arise, based upon reasonable individualized suspicion. In the event of search and seizure, administrators must at all time take great care in searching the person and personal effects of student and have a witness present when searching. The following rules will be observed:
    - i. The search may be undertaken if District employees have prior reasonable individualized suspicion that a student has violated or is violating the law, District policy or regulation or school rules.
    - ii. "Reasonable individualized suspicion" is a flexible concept requiring the application of experience and common sense. Determinations should be made on a case-by-case basis, with due

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consideration of all circumstances. Factors which must be considered in determining whether a school official has sufficient cause to search a student include but are not limited to:

- 1) The prevalence and seriousness of the problem for which the search is directed.
  - 2) The urgency to make the search without delay.
  - 3) The reliability of the facts upon which to base a reasonable suspicion that the particular student has possession of evidence leading to a violation of school regulations.
  - 4) Students will be asked to empty their pockets and otherwise comply with reasonable search requests. If a student refuses, the parents will be contacted. The police will be contacted in the event that a law enforcement search is required. The student will remain under direct supervision until the search.
- c. Whenever an administrator conducts a search, the circumstances thereof are to be set forth in a written report to be filed with the Superintendent or his/her designee.
- d. Employees of the Oneida City School District will not conduct strip searches.
- e. Students have no reasonable expectation of privacy rights in school lockers, desks, technology, network folders, and internet history or other school storage places, and the District exercises overriding control over such school property. Lockers, desks and other school storage places may be subject to inspection at any time by school administrators.
- i. Student lockers, desks or other school storage places are the property of the District and remain at all times under the control of the District. Students have no expectations of privacy therein. Students are expected, however, to assume full responsibility for the security of their lockers, and the District is not responsible for stolen items. A list of the locker or lock combinations to all student lockers shall be kept in the office of the building principal.
  - ii. The District retains the right to inspect student lockers, desks or other storage spaces at any time without a search warrant, without notice, and without student consent. Inspections may be conducted by authorized school personnel and/or law enforcement officials, and may be conducted with the assistance of drug-detecting dogs.



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- f. Trained canines or related technologies may be utilized by the District in searches of students' possessions, school lockers, cars, desks or other school storage with prior approval of the plan by the Building Principal and Superintendent.

#### 7. Police in the School

The police may search a student, or his/her locker in the presence of the principal or his/her designee, if they have a valid warrant to do so or if they have "probable cause" to believe that the student is in possession of contraband. When police are permitted to interview students in school, the students have the same Constitutional rights they have outside the school. Parents will be notified as soon as possible. If police wish to speak to a student concerning an out-of-school matter (in the absence of a warrant or probable cause for suspicion), they will be directed by school authorities to take the matter up directly with the student's parents except as provided in the Reporting Child Abuse and Maltreatment Policy.

#### B. Student Responsibilities

All district students have the responsibility to:

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

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13. Use non-sexist, non-racist and other non-biased language.
14. Respect and treat others with tolerance and dignity regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex.
15. Use communication that is non-confrontational and is not obscene or defamatory.
16. Report acts of bullying, discrimination, harassment and other inappropriate actions that hurt others.

#### IV. ESSENTIAL PARTNERS

##### A. Parents

All parents are expected to:

1. Recognize that the education of their child(ren) is a joint responsibility of the parents and the school community.
2. Send their child(ren) to school ready to participate and learn.
3. Ensure their child(ren) attend school regularly and on time.
4. Ensure absences are excused.
5. Insist their child(ren) be dressed and groomed in a manner consistent with the student dress code.
6. Help their child(ren) understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
7. Know school rules and help their child(ren) understand the consequences of their actions.
8. Convey to their child(ren) a supportive attitude toward education and the district.
9. Build good relationships with teachers, other parents and their child(ren)'s friends.
10. Help their children deal effectively with peer pressure.
11. Inform school officials of changes in the home situation that may affect student conduct or performance.
12. Provide a place for study and ensure homework assignments are completed.
13. Reinforce instruction related to Civility, Citizenship, and Character Education.
14. Maintain a climate of mutual respect when dealing with school personnel.
15. Lead by example in a professional, respectful, courteous manner.

##### B. Teachers

All district teachers are expected to:

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1. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex, with the intent of strengthening students' self- concept and promote confidence to learn.
2. Be prepared to teach.
3. Demonstrate interest in teaching and concern for student achievement.
4. Know school policies and rules, and enforce them in a fair and consistent manner.
5. Follow teachers' contract and faculty handbook.
6. Communicate with students and parents.
7. Communicate regularly with students, parents and other teachers concerning growth and achievement.
8. Report orally to a DAC any incident of harassment, bullying, and/or discrimination that they witness or that is reported to them, not more than one school day later; and file a written report not later than two (2) school days after the initial oral report.
9. Lead by example in a professional, respectful, courteous manner.

#### C. Other School Employees

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning
2. Assist students in their daily activities as directed by the classroom teacher(s) and administrator(s).
3. Maintain an environment of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation gender/gender identity, sex or any other legally protected status, which will strengthen students' confidence and promote learning.
4. Confront issues of discrimination and harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.
5. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
6. Report incidents of discrimination and harassment that are witnessed or otherwise brought to the school employee's attention to the Building Administrator and/or Dignity Act Coordinator in a timely manner.
7. Lead by example in a professional, respectful, courteous manner.

#### D. Administrators

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1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
2. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex, with the intent of strengthening students' confidence and promote learning.
3. Ensure that students and staff have the opportunity to communicate regularly with the Principal and approach the Principal for redress of grievances.
4. Evaluate on a regular basis all instructional programs.
5. Support the development of and student participation in appropriate extracurricular activities.
6. Be responsible for enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
7. Provide anonymous opportunities for students to report incidents of harassment or discrimination within classrooms or in hallways, to the designated Dignity Act Coordinator.
8. Integrate within their lessons, instruction in Civility, Citizenship, and Character Education.
9. Report to the DAC any incident of harassment, bullying, and/or discrimination that they witness or that is reported to them, not more than one day later.
10. If acting as DAC, complete a report of any incident of harassment, bullying and/or discrimination that was reported to them, not more than one day later.
11. Lead by example in a professional, respectful, courteous manner.

E. Superintendent

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
2. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national ethnic group, religion, religious practice disability sexual orientation, gender (including gender identity or expression) or sex, with the intent of strengthening students' confidence and promote learning.
3. Review with district administrators the policies of the Board of Education and state and federal laws relating to school operations and management.
4. Inform the Board about educational trends relating to student discipline.
5. Work to create instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs.
6. Work with district administrators in enforcing the code of conduct and



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- ensuring that all cases are resolved promptly and fairly.
7. Report incidents of bullying, discrimination and harassment that are witnessed—or otherwise brought to the Superintendent's attention to the building administrator and/or Dignity Act Coordinator in a timely manner. Review in a timely manner all reports prepared by the Compliance Coordinator or DAC concerning an incident of alleged harassment, bullying and/or discrimination and ensure that appropriate reports are made to law enforcement and appropriate corrective actions have been taken in school.
  8. Lead by example in a professional, respectful, courteous manner.

#### F. Board of Education

1. Collaborate with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel to develop a code of conduct that clearly defines expectations for the conduct of students, district personnel and visitors on school property and at school functions.
2. Adopt and review at least annually the district's code of conduct to evaluate the code's effectiveness and the fairness and consistency of its implementation.
3. Provide time for regularly scheduled in-service training for all school employees, including training in prevention and response to harassment or discrimination of students as defined by DASA.
4. Assure that instruction in Civility, Citizenship, and Character Education is integrated in classroom instruction.
5. Lead by example by conducting Board meetings in a professional, respectful, courteous manner.

#### V. STUDENT DRESS

The intent of the dress code is to foster an environment that is sanitary, safe and conducive to teaching and student learning. It is also intended to provide guidance to prepare students for their role in the work place and society. As a general principle, students have the right to determine their own dress as it relates to taste and appearance. However, all students are expected to give proper attention to personal cleanliness and to dress appropriately for school and school functions. Students may be required to wear appropriate protective gear in applicable classes (e.g. Family Consumer Science, Technology, and physical education). Students shall not be permitted to wear apparel that:

- a. constitutes a substantial disruption or material interference with the mission, work or discipline of the school community
- b. constitutes a health or safety hazard (including clothing that promotes and/or

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- endorses the sale or use of alcohol, Tobacco Products, Illegal Substances and/or encourages other illegal or violent activities);
- c. endangers the health, safety and welfare of self or others;
- d. includes any item that is profane, lewd, offensive, vulgar, obscene, libelous, or that denigrates another's race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity, disability or any other legally protected category; or
- e. otherwise infringes upon the rights of others.
- f. revealing clothing including undergarments.

Each Building Principal or his/her designee shall be responsible for informing all students and their parents of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year.

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

#### VI. STUDENT CONDUCT

##### A. Behavior-Related Offenses and Consequences

Students are expected to conduct themselves in an appropriate and civil manner, with regard for the rights, safety and welfare of other students, district personnel, and other members of the school community, and for the care of school facilities and equipment.

The rules of student conduct listed hereafter are intended to focus on safety and respect for the rights and property of others. Students who do not accept responsibility for their own behavior and who violate school rules will be required to accept penalties for their conduct.

Disciplinary action will be firm, fair, and consistent so as to be the most effective in changing student behavior. The staff at a school has the responsibility for taking appropriate actions when a student is involved in a situation which disrupts the learning environment of a school.

When determining the consequences, they will take the following into consideration:

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- a. The nature of the offense and the circumstances which led to the offense.
- b. The age-appropriateness of the consequence.
- c. The student's prior disciplinary record.
- d. The effectiveness of other forms of discipline.
- e. Information from parents, teachers and/or others, as appropriate.
- f. The extent to which the offense interfered with the responsibility/rights/privileges/property of others.
- g. The extent to which the offense posed a threat to the health and safety of others.
- h. Other extenuating circumstances.

As a general rule, discipline will be progressive. This means that a student's first violation will usually merit a lesser penalty than subsequent violations. However, the District may impose any level of discipline, even for a first violation, that is proportionate to the misconduct at issue. In the case of students who are habitually disruptive or who frequently violate school rules, administrators have the prerogative of applying more severe penalties at any stage, including removal from class and suspension from school.

Although not all-inclusive, the following list of offenses on school property or at a school function and range of consequences apply in most circumstances.

#### B. Disciplinary Responses to Student Misconduct

The purpose of all discipline is to teach students appropriate and constructive behaviors. Disciplinary measures shall be appropriate to the seriousness of the offense and, where applicable, to the previous discipline record of the student.

This code divides types of misbehaviors into four levels of increasing seriousness, with more stringent disciplinary measures provided for at each level. If an infraction appears to fall between two levels, it should be categorized and dealt with at the less stringent level. At each level there are examples of infractions to be treated at that level. The list is intended to be descriptive rather than exhaustive. Each level also has a description of procedures which school officials should follow in administering discipline, and a menu of disciplinary choices. Because each child and each misbehavior is different, school officials should tailor the discipline for each infraction to best encourage the child to make better choices in the future.

#### Level A

These misbehaviors constitute minor infractions of school rules which cause little harm and minimal disruption. They are best handled quickly and informally. If

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the behaviors continue, however, their very persistence may make them disruptive enough to cause them to be treated as more serious infractions with more stringent consequences.

#### Examples of Infractions

1. Failure to follow instructions
2. Classroom disturbance
3. Neglect of safety rules
4. Violations of bus rules
5. Violations of library rules
6. Litter/graffiti
7. Disturbance outside class
8. Violation of study hall privilege
9. Abuse of hall, locker, or library privileges
10. Tardiness
11. Absence (unlawful)
12. Inappropriate language
13. Failure to bring in a note for absence from school
14. Repeated taunting and/or teasing of others
15. Disrespect of others
16. Disorderly conduct
17. Driving/parking violations
18. Disruptive use of portable electronic devices
19. Possession of skate board, roller blade or scooter

#### Procedures

1. The supervising staff or observer intervenes and applies the most appropriate discipline.
2. The staff member maintains a record of offenses and actions taken. A copy of such record shall be shared with the appropriate personnel.
3. If misbehavior persists, the staff member needs to contact parents prior to conferring with the principal or the principal's designee.

#### Optional Disciplinary Responses

- A. Verbal reprimand
- B. Seat change
- C. Behavioral contract
- D. ISS
- E. Restriction and/or loss of privileges
- F. Special written assignments
- G. Recommend and refer for counseling
- H. Parental contact and/or conference
- I. Clean-up after school and/or payment of damages



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- J. Teacher, Lunch or Office Detention
- K. Warning letter
- L. Referral to in-school or out of school agency
- M. Any combination of the above

#### Level B

Misbehaviors included at this level are frequent and/or serious enough to disrupt the learning climate of the school and affect the student's own ability to learn. Some of these infractions may be a result of misbehaviors which continue even after disciplinary measures are taken under Level A. Because of the frequency and/or seriousness of these misbehaviors, the administrator assumes the major responsibility for corrective action.

#### Examples of Infractions

1. Consistent infractions of Level A misbehavior
2. Harassment or bullying of other students
3. Repeated misbehavior on the school bus
4. Petty theft
5. Gambling
6. Use of profanity or obscenity
7. Possession or distribution of pornographic materials
8. Leaving school without permission
9. Defiance and insubordination
10. Forgery
11. Cutting scheduled classes or detention
12. Harassment graffiti
13. Truancy
14. Cheating/Academic Dishonesty
15. Defamation
16. Failure to serve assigned consequences
17. Loitering

#### Procedures

1. The teacher or observer reports the infraction or refers the student to the administrator. A written report will be submitted to appropriate personnel.
2. The administrator meets with the student and/or the teacher and determines the most appropriate disciplinary response, and then informs the teacher of the action taken.
3. The parent or person responsible for parental control shall be notified.
4. The administrator maintains a record of the offense and the disciplinary

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action taken.

#### Optional Disciplinary Responses

- A. Continuation of the more stringent Level A options
- B. Recommend or refer for sustained counseling
- C. Parental conference
- D. Temporary withdrawal of certain privileges or participation in school activities
- E. Teacher removal of a student from classroom\*
- F. Suspension of school bus transportation
- G. In-school suspension
- H. Out-of-school suspension (except for truants)
- I. Any combination of the above

#### Level C

Classified at this level are behaviors which may cause lasting harm to the misbehaving student or which may threaten the health, safety, or emotional well-being of others in the school. If the misbehaviors at this level could violate criminal laws, administrators may, if they consider it appropriate, contact law enforcement officials. In most cases, however, these behaviors can best be remediated through disciplinary action at the school.

\* Such removal shall be consistent with Section VIII (A) of this code

#### Examples of Infractions

- 1. Consistent infractions of Level B misbehavior
- 2. Repeated truancy
- 3. Possession or use of Tobacco Products on school property or a school bus
- 4. Extortion
- 5. Stealing and/or possession and/or sale of stolen property
- 6. Physically threatening other students
- 7. Serious acts of defiance or threatening a teacher or support staff
- 8. Fighting (physical harm)
- 9. Vandalism
- 10. Possessing, using, distributing or being under the influence of Illegal Controlled Substances, drugs or alcohol on school property or at school sponsored activities
- 11. Serious disruptive behavior
- 12. Leaving school grounds without permission

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13. Interference in the execution of duties of school personnel
14. Cyberbullying.
15. Possessing or using a pellet or BB gun on school property or at school-related events
16. Computer/Electronic Communication misuse
17. Discrimination
18. Hazing
19. Trespassing

#### Procedures

1. The infraction is reported or the administrator investigates further and confers with staff members on the circumstances and immediate needs.
2. The administrator confers with the student and parent or person responsible for parental control about the documented misbehavior, its extent and consequences, and subsequent disciplinary action. If suspension is part of the action, the administrator follows appropriate procedures
3. If appropriate, the administrator contacts law enforcement officials
4. Administrator makes an accurate record of the infraction
5. Written statements are taken as needed

#### Optional Disciplinary Responses

- A. Continuation of appropriate Level B options
- B. Full withdrawal from participation in school activities
- C. Restitution for damages
- D. Referral to outside agency
- E. In-school suspension
- F. Out-of-school suspension (except for truants)
- G. Referral to superintendent for possible hearing
- H. Referral to judicial system
- I. Any combination of above

#### Level D

Except for unmodified Level C behavior, the acts listed at this level are clearly criminal. They represent a direct and immediate threat to the welfare of others or may result in serious injury to the student, other people, or property. In most cases, they require administrative action which immediately removes the student

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from school and calls for the intervention of appropriate authorities.

#### Examples of Infraction

1. Consistent infractions of Level C misbehavior
2. Possession and/or sale of stolen property
3. Extortion from other students
4. Indecent exposure
5. Tampering with a fire alarm
6. Pulling a false alarm
7. Starting a fire on school property
8. Major vandalism
9. Grand theft
10. Possession and/or use of explosives or fireworks
11. Arson
12. Providing, selling, and use of Illegal Substances and/or alcohol on school property and/or at school-sponsored activities
13. Making a bomb threat
14. Assault and battery
15. Possession, use, and/or transfer of weapon or firearm on school property or at school-related activities
16. Hate crimes (incidents targeting individuals or groups with threats, ridicule, or violence, including written and electronically displayed ridicule)
17. Sexting
18. Sexual Harassment

## VII. REPORTING AND RESPONDING TO VIOLATIONS

### A. REPORTING POSSIBLE VIOLATIONS

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

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



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appropriate sanction.

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

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

B. Responding to Reports of Possible Harassment or Discrimination

1. In addition to the procedures described below for removal of disruptive students and possible suspension from attendance, the District provides a procedure for responding to reports of possible discrimination or harassment against students by another student, an employee, or any other person on school property or at a school function. The process is described in the District's Equal Opportunity and Nondiscrimination Policy.

2. The District has also designated a Dignity Act Coordinator for each school. Those coordinators are:

~~Brian Gallagher~~ *Katny Davis* *Kevin Healy*  
Oncida High School  
Telephone: (315) 363-6901

~~Amanda Larson~~ *Fero* *Todd Widenow*  
Otto Shortell Middle School  
Telephone: (315) 363-1050

Molly Malgieri  
Otto Shortell Middle School  
Telephone: (315) 363-1050

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Margaret-Visalli *Daniella Mullen*  
Durhamville Elementary  
Telephone: (315) 363-8065

Eric Coriale  
North Broad Street Elementary  
Telephone: (315) 363-3650

Molly Hagan *Penny Hauser*  
Seneca Street Elementary  
Telephone: (315) 363-3930

Moira Yardley  
Willard Prior Elementary  
Telephone: (315) 363-2190

The Dignity Act Coordinators are trained in methods to respond to human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practices, disability, sexual orientation, gender (including gender identity or expression), and sex. They are available to speak with any person who has witnessed possible discrimination or harassment, or if that person has experienced treatment that may be prohibited discrimination or harassment.

C. No Retaliation for Reporting

No act of retaliation may be directed at any person who makes a good faith report of conduct by another person that may reasonably be a violation of this Code, or who assists in, or is part of, the investigation of such a report. To engage in such retaliation is considered a violation of this Code.

VIII. DISCIPLINARY PENALTIES, PROCEDURES AND REFERRALS

A. Removal of Disruptive Students from the Classroom and School Property.

1. Teacher Removal of a Disruptive Student from the Classroom
  - a. Teachers have a limited authority to remove Disruptive Pupils from the classroom. Such removal shall be consistent with this code of conduct.
  - b. A Disruptive Pupil may be removed from a teacher's classroom

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by the teacher for no more than two (2) days of instruction for each incident of substantial disruption of the educational process or substantial interference with a teacher's authority. For elementary classroom it applies to the specific academic class.

- c. In order to initiate the removal of a student from the classroom, the teacher must first determine that a student is disruptive. The behaviors identified as Level B behaviors under Section VI Disciplinary Responses to Student Misconduct are illustrative of disruptive behavior warranting teacher removal from class. Behaviors which do not rise to the level defined as disruptive shall be subject to traditional disciplinary strategies, in accordance with this policy.

These techniques may include practices that involve the teacher directing a student to briefly leave the classroom to give the student an opportunity to regain his or her composure and self-control in an alternative setting. Such practices may include, but are not limited to: (1) short-term "time out" in an elementary classroom or in administrator's office; (2) sending (with supervision) a student to the principal's office for the remainder of the class time only; (3) sending (with supervision) a student to a guidance counselor or other district staff member for counseling; or (4) assignment to time out, or "resolution and recovery". Time-honored classroom management techniques such as these do not constitute disciplinary removals for purposes of this code.

In addition, teacher removal of a pupil from the classroom for behavior which warrants a more significant penalty, such as out-of-school suspension, does not preclude the greater discipline.

- d. If the pupil's behavior is merely disruptive (not presenting a continuing danger or an ongoing threat of disruption to the academic process) the teacher shall notify the student of the reasons for the removal prior to the removal and allow the student to present his/her version of the events. If the pupil's behavior does present a continuing danger or ongoing threat as stated above, the teacher may immediately remove the pupil from the classroom; and explain the basis of the removal and allow the student to present his/her version of the events within twenty-four (24) hours of the removal. If the twenty-four (24) hour period does not end



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on a school day, it shall be extended to the corresponding time on the next school day.

- e. A teacher initiating removal of a student from the classroom pursuant to the provisions of this code of conduct shall inform the principal of the basis of the removal and complete a written disciplinary referral form detailing the basis of the removal.
- f. The principal or his/her designee (another administrator) must inform the parent of the reasons for the removal from class within 24 hours of the removal, provided that if such twenty-four period does not end on a school day, it shall be extended to the corresponding time on the next school day. On request, the student/parent must be given an opportunity to discuss reasons with principal or his/her designee. The teacher shall be involved in the conference, unless the principal decides based upon extenuating circumstances that it is not beneficial to have the teacher involved in such conference.
  - 1. If the student denies the charges, the student/parent must be given explanation of basis for removal and an opportunity to represent his/her version. This must take place within 48 hours of the removal. If the forty-eight (48) hour period does not end on a school day, it shall be extended to the corresponding time on the second school day next following the pupil's removal.
  - 2. The Principal or his/her designee must decide, by the close of business on the school day next succeeding the end of the 48 hour period for an informal hearing, whether the discipline will be set aside. The principal or his/her designee may only set aside discipline if:
    - a. The charges against the student are not supported by substantial evidence.
    - b. The student's removal is in violation of law.
    - c. The conduct warrants an out-of-school suspension and a suspension will be imposed.
- g. The District shall provide continued educational programming to students who are removed from class by a teacher. Such



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programming shall include placement in an alternative educational program appropriate to individual student needs.

#### B. Student Suspension from School

1. Parental notice concerning student suspensions. When suspension of a student from attendance for a period of five days or less pursuant to section 3214(3) of the Education Law is proposed, school district officials shall immediately notify the parents or the persons in parental relation in writing that the student may be suspended from school. Written notice shall be provided by personal delivery, express mail delivery, or equivalent means reasonably calculated to assure receipt of such notice within 24 hours of the decision to propose suspension at the last known address or addresses of the parents or persons in parental relation. Where possible, notification shall also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents or persons in parental relation. Such notice shall provide a description of the incident(s) for which suspension is proposed and shall inform the parents or persons in parental relation of their right to request an immediate informal conference with the principal in accordance with the provisions of Education Law, section 3214(3)(b). Such notice and informal conference shall be in the dominant language or mode of communication used by the parents or persons in parental relation to the pupil. Such notice and opportunity for an informal conference shall take place prior to the suspension of the student unless the student's presence in the school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process, in which case the notice and opportunity for an informal conference shall take place as soon after the suspension as is reasonably practicable.
2. The suspension of pupils for a period in excess of five (5) school days shall be conducted in accordance with the regulations of Section 3214 of the Education Law.
3. Minimum Periods of Suspension
  - a. Pupils Who Repeatedly are Substantially Disruptive

Pupils who repeatedly are substantially disruptive to the educational process or who substantially interfere with the

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teacher's authority in the classroom shall be subject to a minimum out-of-school suspension of two (2) days. A student who is "repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority in the classroom" is defined as one who is removed from the classroom by a teacher more than four (4) times in a semester. Such suspension period may be reduced on a case by case basis consistent with law.

b. **Students Who Bring to or Possess a Firearm or Weapon at School**

1. In accordance with the Gun-Free Schools Law (20U.S.C.A. Section 3351), the Gun-Free Schools Act of 1994 (20 U.S.C.A. Section 8921), New York State Education Law Section 3214(3), and this Board policy, the punishment for bringing or possessing a firearm to school shall be a suspension from attendance upon instruction for a period of not less than one calendar year.

The Superintendent has the authority to modify the one year suspension on a case-by-case basis. In deciding whether to modify the penalty, the Superintendent may consider the student's age, grade in school, prior disciplinary record, Superintendent's belief that other forms of discipline may be effective, input from parents, teachers and/or others; and other extenuating circumstances.

2. The superintendent shall refer a pupil who has been determined to have brought or possessed a weapon or firearm to school as follows:

If the pupil is under 16 years of age, to a presentment agency for a juvenile delinquency proceeding; except a pupil 14 or 15 years of age who qualifies for juvenile offender status in accordance with the Family Court Act, Article 3.

If the pupil is 16 years of age or older, or 14 or 15 years of age who qualifies for juvenile offender status, to the appropriate law enforcement agency.

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- c. Minimum Suspension for Violent Pupils, other than Students Who Bring or Possess a Firearm or Weapon to School
  1. Teachers shall immediately report and refer a violent pupil to the principal or Superintendent for a violation of this code of conduct.
  2. Students who are deemed to be "violent pupils" as defined by Education Law Section 3214 (2-a) (a), other than those who bring or possess a firearm or weapon to school in violation of the Gun-free School Act and are subject to the provisions of subsection (b), above, shall be subject to a minimum out-of-school suspension of at least five (5) days. Such suspension may be modified or reduced on a case-by- case basis. In deciding whether to modify the penalty, the Superintendent and/or Principal may consider factors such as the student's age, grade in school, prior disciplinary record, belief that other forms of discipline may be more effective, input from parents, teachers and others, and other extenuating circumstances.

#### C. Referrals

##### 1. Counseling

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

##### 2. PINS Petitions

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

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

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#### 3. Juvenile Delinquents and Juvenile Offenders

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

#### **IX. Procedure in the Early Identification and Resolution of Discipline Problems**

- A. Pupil service personnel, administrators, teachers and others shall report students who are having problems or appear to be having problems regarding matters covered in the code of conduct to the building principal. Parents also are invited to advise the building principal of concerns the parents may have regarding their children pertaining to the code.
- B. Students are expected to report to teachers or to the building administrator any student who appears to be having discipline problems. Students are expected to cooperate in any conference or investigation of the incident regarding the discipline of that student.
- C. When the building principal is aware of, or has received a report from pupil service personnel, administrators, teachers, students or parents, the building principal shall conduct whatever inquiry the principal considers appropriate.
- D. If the building principal, after such inquiry, considers there is a basis for concern, the principal shall arrange to have a meeting with the parents and/or guardians and appropriate staff members to review the matter and create a plan to resolve the discipline problems.
- E. The purpose of the procedure is to identify early possible problems and to resolve these disciplinary problems. The district shall assign such support personnel to assist the parties, considering the resources available at any given time.



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##### X. ALTERNATIVE INSTRUCTION

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

##### XI. STUDENTS WITH DISABILITIES

A. The Board of Education recognizes that the need to address disruptive or problem behavior within its schools may result in the suspension, removal or other discipline of students with disabilities eligible for services under the Individuals with Disabilities Education Act (IDEA) and Article 89 of the Education Law (Article 89) and their implementing regulations. It also recognizes that these students with disabilities enjoy certain procedural protections whenever school authorities intend to impose discipline upon them.

1. A student with a disability may not be removed pursuant to Section 201.7 of the Regulations of the Commissioner of Education if the imposition of the 5 school day or 10 school day suspension or removal would result in a disciplinary change in placement based on a pattern of suspensions or removals as determined by school personnel in accordance with the criteria set forth in section 201.2 (3)(ii) except where the CSE has determined in accordance with section 201.4 that the behavior was not a manifestation of such students' disability, or the student is placed in an IAES as authorized under Commissioner's Regulations.

2. "Disciplinary change in placement" means a suspension or removal from a student's current educational placement that is either:

- a. for more than ten (10) consecutive school days; or
- b. for a period of ten (10) consecutive days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than ten (10) school days in a school year and because of such factors as the length of each suspension or removal, the total amount of time the student is removed and the proximity of the suspensions or removals to one another.

B. Accordingly, it shall be the Board's policy that the procedures followed for suspending, removing or otherwise disciplining students with disabilities eligible for services under IDEA and Article 89 will conform with the procedural

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safeguards required by applicable laws and regulations.

- C. This policy incorporates by reference the Procedural Safeguards for Students with Disabilities Subject to Discipline set forth in Part 201 of the Regulations of the Commissioner of Education, which implement the procedural protections provided under New York's Education Law and which coordinate the state's general procedures or suspension of students with disabilities with the requirements of IDEA and its implementing regulations.

1. The procedures relating to the discipline of students with disabilities require BOCES personnel who recommend the suspension or removal of students to work closely with Committees on Special Education, to establish clear guidelines for communication and decision making on disciplinary matters. The following provides a framework for the actions that schools must take when determining that a student with a disability will be suspended or removed for behaviors that violate the school code of conduct.

In order to initiate the removal of a student with a disability from the classroom, the teacher must first determine if the suspension will result in removing a student for more than ten (10) school days in a school year or impose a suspension or removal that constitutes a disciplinary change or placement.

- a. If no, the following procedure(s) must be followed in conjunction with the teacher's supervisor or director:
1. Suspensions shall be administered in accordance with Section 3214 of Education Law and application to Part 201 of the Regulations of the Commissioner of Education.
  2. Referral to the CSE may be made for either/or:
    - a. Addition and/or modification of the IEP for supplementary aids and services
    - b. Review or modification of an existing behavior intervention plan
    - c. Functional behavioral assessment
    - d. Change in placement
- b. If yes, the following procedure must be followed in conjunction with the teacher's supervisor or director:

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1. A referral to the CSE for a Manifestation Hearing
  - a. If the behavior is related to the student's disability, unless the parent and district otherwise reach an agreement, immediately return the student to his or her current educational placement
  - b. If the behavior is not related to the student's disability, the student may be suspended or removed for the behavior.
  
- D. Moreover, consistent with the IDEA and New York Education Law, pupil service personnel, teachers and/or administrators who identify a student with a disability whose behavior is repeatedly interfering with his/her own or other's learning shall refer such individual to the CSE for a functional behavioral assessment and behavior intervention plan or, if one exists, for review of same.

## **XII. PUBLIC CONDUCT ON SCHOOL PROPERTY**

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

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

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

### **A. Prohibited Conduct**

No person, either alone or with others, shall:

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

#### B. Penalties

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

1. Visitors. Their authorization, if any, to remain on school grounds or at the school function shall be withdrawn and they shall be directed to leave the premises. If they refuse to leave, they shall be subject to ejection.



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2. Students. They shall be subject to disciplinary action as the facts may warrant, in accordance with the due process requirements.
3. Tenured faculty members. They shall be subject to disciplinary action as the facts may warrant in accordance with Education Law §3020-a or any other legal rights that they may have.
4. Staff members in the classified service of the civil service entitled to the protection of Civil Service Law §75. They shall be subject to immediate ejection and to disciplinary action as the facts may warrant in accordance with Civil Service Law §75 or any other legal rights that they may have.
5. Staff members other than those described in subdivisions 4 and 5. They shall be subject to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have.

### **XIII. CONDUCT BY SCHOOL EMPLOYEES**

- A. Acceptable conduct by school employees shall be consistent with the role of teachers and staff outlined in this code of conduct.
- B. Unacceptable conduct by school employees

Unacceptable conduct by school employees shall be evaluated consistent with the strategies and procedures for the maintenance and enforcement of public order on school property, other provisions of this code of conduct and other applicable laws, rules and collective bargaining agreements.

- C. Prohibition of Corporal Punishment
  1. The District recognizes the responsibility of all school personnel, including administrators, faculty and other employees, to see that proper standards of school behavior are maintained. All school personnel are expected to help in maintaining proper levels of supervision.
  2. No teacher, administrator, officer, employee or agent of the District shall use corporal punishment against a pupil.
  3. As used in this section, corporal punishment means any act of physical force upon a pupil for the purpose of punishing that pupil, except as otherwise provided in subdivision 4 of this section.
  4. In situations in which alternative procedures and methods not involving the use of physical force cannot reasonably be

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employed, nothing contained in this section shall be construed to prohibit the use of reasonable physical force for the following purposes:

- a. To protect oneself from physical injury;
  - b. To protect another pupil or teacher or any other person from physical injury;
  - c. To protect the property of the school or others; or
  - d. To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of School District functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.
5. The Superintendent of Schools is hereby directed to develop and implement a reporting procedure which will enable the District to summarize complaints relative to the alleged administration of corporal punishment. Such summaries will include references to the substance of each/all complaints, the result(s) of the investigation of each/all complaints, and whatever action(s), if any, was/were taken by the administration of the District. The summary of each/all complaints shall be available for submission to the Commissioner of Education in accordance with Commissioner's Regulations (semi-annually, by January 15<sup>th</sup> and July 15<sup>th</sup> of each year.

D. Acceptable Attire

Appropriate professional attire is expected to be worn by all staff members. Clothing shall be neat and clean, shall not be profane, lewd or offensive; not constitute a health or safety hazard (including clothing that promotes the use or sale of alcohol, tobacco and nicotine products, Illegal Substances and/or controlled substances) or a substantial disruption or material interference with the work or discipline of the school.

E. Communication with Parents, Students, Other School Employees, Administrators or other Persons on School Property

Employees of the district shall refrain from the use of profane, lewd, vulgar or abusive language which may incite or offend another person.

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**XIV. Standards and Procedures to Assure the Security and Safety of Students and School Personnel.**

- A. The district has an established emergency management/school safety plan, which has been developed in accordance with applicable law and regulation to assure the security and safety of students and school personnel.

**XV. Maintenance and Enforcement of Code of Conduct**

- A. The Board will work to inform the community about this code of conduct by:
  - 1. Providing copies of an age-appropriate version of the summary of the code to all students, written in plain language so that students may understand the standards of respect and appropriate behavior that the school community expects from them. This shall take place at a general assembly held at the beginning of each school year and on an on-going basis at registration for those students who enter the district after the beginning year meeting.
  - 2. Making copies of the code available to all parents, students and community members throughout the school year.
  - 3. Mailing a summary of the code of conduct written in plain language to all parents of district students before the beginning of the school year and making this summary available later upon request.
  - 4. Providing all current teachers and other staff members with a copy of the code and a copy of any amendments to the code as soon as practicable after adoption.
  - 5. Providing all new employees with a copy of the current code of conduct when they are first hired.
  - 6. Making copies of the code available for review by students, parents and other community members.
  - 7. Posting the code of conduct on the District's web site.

This Code shall be reviewed by the Board of Education on an annual basis and shall be amended when appropriate. In conducting the review, the board will consider how effective the code's provisions have been and whether the code has been applied fairly and consistently. The board may appoint an advisory committee to assist in reviewing the code and the district's response to code of conduct violations. The committee will be made up of representatives of student, teacher, administrator, and parent organizations, school safety personnel and other school personnel.



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Before making any revisions to the Code, the Board will hold at least one public hearing at which school personnel, parents, students and any other interested party may participate. Amendments to the Code will be filed with the Commissioner of Education no later than thirty days after adoption.

#### B. Programs for Students:

The District shall develop and implement a program of instruction in grades Kindergarten through Grade 12 that supports development of a school environment free of harassment, bullying and/or discrimination, that raises student and staff awareness and sensitivity to harassment, bullying and /or discrimination, that instructs in the safe and responsible use of the internet and electronic communications and that includes a component on civility, citizenship and character education in accordance with Education Law. Such component shall instruct students on the principles of honesty, tolerance, personal responsibility, respect for others, observance of laws and rules, courtesy, dignity and other traits which will enhance the quality of their experiences in, and contributions to, the community.

#### C. Programs for In-service Education for District Employees:

The Board will provide in-service education programs for all District staff members for the effective implementation of this Code, to promote a safe and supportive school climate while discouraging, among other things, harassment, bullying and discrimination against students by students and/or school employees and to include safe and supportive school climate concepts in the curriculum and classroom management. In-service education programs shall also include training on 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, the identification and mitigation of harassment, bullying and discrimination, and strategies for effectively addressing problems of exclusion, bias and aggression in educational settings. The Superintendent may solicit the recommendations of the District staff, particularly teachers and administrators, regarding in-service programs pertaining to the management and discipline of students.

The following are suggested programs that may be utilized for in-service education for all staff members for effective implementation of this Code: (1) School-oriented programs developed at the district and building level; (2) Superintendent's workshop days; and (3) faculty meetings.



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**XVI. Prohibition of Retaliation**

- A. Any person having reasonable cause to suspect that a student has been subjected to discrimination or harassment by an employee or student, on school grounds or at a school function, who acting reasonably and in good faith, either reports such information to school officials, to the commissioner, or to law enforcement authorities or otherwise initiates, testifies, participates or assists in any formal or informal proceedings under this subdivision, shall have immunity from any civil liability that may arise from the making of such report or from initiating, testifying, participating or assisting in such formal or informal proceedings. Relatedly, neither the District, nor an employee or student thereof shall take, request or cause a retaliatory action against any such person who, acting reasonably and in good faith, either makes a report or initiates, testifies, participates or assists in such formal or informal proceedings.

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Oneida City School District

Adopted: 06/12/01

Reviewed: 07/08/03

Revised: 01/10/06, 08/15/17, 04/23/18

**PLAIN LANGUAGE SUMMARY OF  
THE ONEIDA CITY SCHOOL DISTRICT'S CODE OF CONDUCT**

**I. Introduction**

The District establishes this summary of its Code of Conduct for the Maintenance of Public Order on School Property and at School Functions (Policy No. 1005) to govern the conduct of students, teachers and other school personnel, and visitors. This summary does not replace the complete Code of Conduct.

**II. Harassment, Discrimination, And Bullying Is Prohibited At School**

You should never feel that it is not safe to come to school and participate in all school activities. You should never be prevented from concentrating on your schoolwork because another student or a school staff member is teasing you, making fun of you, pushing you around, or threatening you in some way, because of your race, color, weight, national origin (where your family comes from), ethnic group, religion, religious practices, disability, sexual orientation, gender, or sex, or for any other reason.

A student may not act toward another student in a way that reasonably might make that other student feel threatened or unsafe, or that might reasonably make that other student unable to concentrate on their school work, because of the other student's actual or perceived race, color, weight, national origin (where their family comes from), ethnic group, religion, religious practices, disability, sexual orientation, gender (including gender identity or expression), or sex, or for any other reason. It is against school rules for any student or school staff member to do this by physical actions or by verbal statements, including electronic messages. This kind of conduct is prohibited on school property, on school buses, and at all school-sponsored events.

**III. The Role of Teachers, Administrators, Other School Personnel, the Board and Parents**

Students, parents/guardians, instructional staff, administrators, the District Superintendent and the Board of Education are all parties in maintaining safe, orderly and effective schools. The roles of and expectations for each of these individuals are specified in the Code of Conduct.

The District Dignity Act Coordinators for each school are as follows:

Brian Gallagher ~~Kathy Davis~~ Kevin Healy  
Oneida High School  
Telephone: (315) 363-6901

Amanda Larson Todd Widnick  
Otto Shortell Middle School  
Telephone: (315) 363-1050

Molly Malgieri  
Otto Shortell Middle School  
Telephone: (315) 363-1050

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Margaret Visalli *Danielle Mullen*  
Durhamville Elementary  
Telephone: (315) 363-8065

Eric Coriale  
North Broad Street Elementary  
Telephone: (315) 363-3650

Holly Hagan *Penny Houser*  
Seneca Street Elementary  
Telephone: (315) 363-3930

Moira Yardley  
Willard Prior Elementary  
Telephone: (315) 363-2190

The Dignity Act Coordinators are trained in methods to respond to human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practices, disability, sexual orientation, gender (including gender identity or expression), and sex. They are available to speak with any person who has witnessed possible discrimination, harassment, or bullying or if that person has experienced treatment that may be prohibited discrimination, harassment, or bullying.

**IV. Prohibited Conduct and Consequences**

- A. The following conduct is prohibited on District property and at District events:
1. Willfully causing physical injury to any other person, or engaging in any physical altercation or fight, whether or not anyone is injured.
  2. Verbal or physical intimidation, including threatening to cause physical injury to any other person; acts that constitute harassment as defined in the Code of Conduct.
  3. Willfully damaging, defacing, or destroying property that doesn't belong to the person causing the damage, or removing or using such property without authorization; this includes the posting of notices, placards, and the like on surfaces where all such postings are prohibited.
  4. Entering into any private office of an administrator or staff member without permission.
  5. No one other than a student or employee may enter a classroom or the building beyond the administrative office without written permission of the Superintendent or his/her designee. Parents of students (who are not prohibited by being in their child's classroom by court order) need not



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- obtain written permission from the Superintendent or designee. However, such individuals must check in with the building principal's office upon arrival and departure. At that time confirmation of the meetings with individuals and appropriate time frames will be made.
6. Misuse of the District computer network, which includes any conduct that does not comply with the District Acceptable Use Policy.
  7. Gambling.
  8. Use of any tobacco product; and, with respect to students or other minors, the possession or sale, or attempted possession or sale, of any tobacco product.
  9. Obstructing the free movement of persons and vehicles in any place to which these rules apply.
  10. Deliberately disrupting or preventing the peaceful and orderly conduct of classes, lectures and meetings.
  11. Having possession of any knife, shotgun, pistol, revolver, pellet gun or other firearm or weapon without the written authorization of the Superintendent, whether or not a license to possess the weapon same has been issued to.
  12. The use, possession, sale, gift or purchase, or the attempt to sell, use, possess, buy or procure alcohol; and, with respect to students and other minors, being under the influence of alcohol.
  13. The use, possession, sale, gift, or purchase, or the attempted use, possession, sale, gift, or purchase of:
    - a. marijuana or any substance listed by the local, state or federal government as a controlled substance;
    - b. synthetic marijuana, or cannabinoids, including, but not limited to, items labeled as incense, herbal mixtures, or potpourri;
    - c. any prescription medication other than in compliance with a valid prescription;
    - d. any non-prescription (over-the-counter) medication other than in accordance with the manufacturer's directions for use;



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- e. any substance that the possessor or one of the persons involved in a transaction believes to be a substance described in this subsection; or
  - f. any pipes, bongs, clips, or other paraphernalia associated with the use of any of the substances described in this subsection.
14. Communicating messages through words or symbols (including those printed on items of clothing) that (i) are profane, lewd, sexually explicit, vulgar or abusive; (ii) which may incite or offend another person on the basis of race, color, creed, religion, religious practice, national origin, weight, ethnic group, gender, gender identity, physical or mental ability, or affiliation with any school or non-school group, gang, or organization; (iii) advocates or encourages the use of alcohol, tobacco, or other prohibited substances; (iv) advocates, encourages, or celebrates the use of weapons or violence; (v.) constitutes a health or safety hazard or (vi.) creates, or reasonably might create, a substantial disruption or material interference with the mission, work or discipline of the school community.
15. Urging or aiding others in the commission of any of the acts prohibited.
16. Otherwise violating any law, school rule, or Board policy.
- B. Consequences of Engaging in Prohibited Conduct
1. In the case of a violation of the Code of Conduct:
- a. Any visitor authorized to be on school premises or at a school function (other than students or staff) who is substantially disruptive or violates the rules of this code will be directed to leave the premises or function. In the event of his/her failure or refusal to do so, the Superintendent or designee shall cause his/her ejection from such property.
  - b. In the case of any unauthorized individual (other than students or staff) who is on school property or at a school function, the Superintendent or designee shall inform the individual that he/she is not authorized to remain and direct him/her to leave such premises. In the event of his/her failure to do so, the Superintendent or designee shall cause his/her ejection from such property. Nothing in this section should be construed as authorizing the presence of any such person at any time, nor affect his/her liability for prosecution for trespassing, loitering, etc., as prescribed in the Penal Law.
  - c. In the case of a student, charges for violation of any of these rules shall be presented and shall be heard and determined in the manner

**PLAIN LANGUAGE SUMMARY OF  
THE ONEIDA CITY SCHOOL DISTRICT'S CODE OF CONDUCT**

provided in the applicable sections of the Code of Conduct or Section 3214(3) of the Education Law.

- d. In the case of any employee who is charged with misconduct and/or violation of these rules such discipline shall be administered in accordance with applicable law, contract, or Board of Education policy.

C. **Law Enforcement Agencies and Juvenile Delinquency Complaints**

1. Whether a particular act in violation of this Code is reported to a law enforcement agency shall be determined by the building Principal, in consultation with the Superintendent. When the District utilizes a School Resource Officer (SRO) who is an employee of a law enforcement agency, the SRO shall be the initial point of reporting.

V. **Student Rights and Responsibilities**

A. **Rights of Students**

1. Expect a school environment conducive to learning;
2. Be treated respectfully by those in the school community;
3. Receive notice of the expectations for their behavior, and, when circumstances permit, an opportunity to explain their conduct;
4. Access to educational and extracurricular activities on an equal basis, without regard to a persons actual or perceived race, color, creed, religion, national origin, weight, ethnic group, gender (including gender identity or expression), or physical or mental ability including conduct that reasonably causes or would reasonably be expected to cause emotional harm;
5. Learn in an environment free of discrimination, harassment, and bullying based on actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex or reasonably causes or would reasonably be expected to cause physical injury to a student or to cause a student to fear for their physical safety;
6. Participate equally in all school activities regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practices, disability, sexual orientation, gender (including gender identity or expression) or sex;



**PLAIN LANGUAGE SUMMARY OF  
THE ONEIDA CITY SCHOOL DISTRICT'S CODE OF CONDUCT**

7. Have complaints about school-related incidents that occur on school property or at school function, as well as to acts occurring off school property when those create or would foreseeably create a risk of substantial disruption within the school environment, and it is foreseeable that the conduct, threats, intimidation, or abuse might reach school property investigated and responded to;
8. Any other rights afforded to students under the provisions of the Federal and State constitutions and the laws of the State of New York.

**B. Responsibilities of the Students**

1. Comply with the standards of conduct listed in the Code of Conduct Policy 1005.
2. Be aware of and obey all laws, school rules and regulations.
3. Accept responsibility for their own actions.
4. Respect the rights of others, including the right to secure an education in an environment that is orderly and disciplined.
5. Attend school regularly and punctually.
6. Maintain habits of personal cleanliness.
7. Respect school property and the property of others.
8. Strive for mutually respectful relationships with teachers and administrators, recognizing their role as surrogate parent in matters of behavior and discipline.
9. Report threats of violence, observed or overheard, made towards staff and students. Reports may be made anonymously and confidentiality will be respected to the extent possible.
10. Be honest in all situations.
11. Act and speak respectfully about issues/concerns.
12. Use non-sexist, non-racist and other non-biased language.
13. Respect and treat others with tolerance and dignity regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex.

**PLAIN LANGUAGE SUMMARY OF  
THE ONEIDA CITY SCHOOL DISTRICT'S CODE OF CONDUCT**

14. Use communication that is non-confrontational and is not obscene or defamatory.
15. Report acts of bullying, discrimination, harassment and other inappropriate actions that hurt others.

C. Security Searches (Students)

Physical evidence of misconduct will be gathered in accordance with the Code of Conduct Policy 1005. The Board of Education authorizes administrators to undertake searches of students and their possessions (e.g. pocket contents, bookbags, handbags, etc.) when there is reasonable individualized suspicion that a student has violated or is violating the law, District policy or regulation or school rules. The District also retains the authority to examine the contents of all school property, such as student lockers, staff work areas, and both physical and digital files.

D. Student Conduct

1. Acceptable and appropriate conduct by students shall be consistent with the standards of conduct and student responsibilities outlined in the Code of Conduct.
2. In addition, the following conduct is not acceptable if engaged in by students:
  - a. Stealing, lying, cheating, plagiarism or other acts of dishonesty.
  - b. Disrespect toward an administrator, faculty or other staff member, student or visitor.
  - c. Failure to attend District programs as scheduled, without a valid excuse, including failure to remain for the full scheduled school day.
  - d. Any willful act which disrupts the normal operation of the school community, including failure to comply with the directions of a teacher, administrator, or other staff member or volunteer.
  - e. Unacceptable behavior on buses being operated by or on behalf of the District, including not staying seated, throwing objects, excessive loudness or other activities that distract the driver of the bus.
  - f. Public displays of affection.



**PLAIN LANGUAGE SUMMARY OF  
THE ONEIDA CITY SCHOOL DISTRICT'S CODE OF CONDUCT**

- g. Possession of any medication, prescription or non-prescription, on District property or while attending a District event, unless possession is authorized by the Student Medications Policy.

E. Appropriate Dress

1. Students are not permitted to wear articles of clothing, accessories, or jewelry that do not comply with the Code of Conduct.
2. Extremely brief or revealing clothing is not appropriate for school. Underwear and undergarments should be covered by outer clothing. Hats and other headgear are not permitted to be worn during the instructional day, except for medical, religious, or other approved purpose.
3. Students are not permitted to wear articles of clothing, accessories, or jewelry that constitute a health or safety hazard, including items that are, or reasonably may be perceived as being, associated with gang or other unlawful behavior.

F. Possession of a Firearm

A student who possesses a firearm on District property or at a District event shall be suspended out-of-school for a minimum of 12 months, provided that the Superintendent may modify this period of suspension on a case-by-case basis.

G. Disciplinary Responses to Student Misconduct

The purpose of all discipline is to teach students appropriate and constructive behaviors. Disciplinary measures shall be appropriate to the seriousness of the offense and, where applicable, to the previous discipline record of the student.

For students with disabilities refer to the applicable provisions of the Code of Conduct.

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

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

1. The student's age
2. The nature of the offense and the circumstances which led to the offense

**PLAIN LANGUAGE SUMMARY OF  
THE ONEIDA CITY SCHOOL DISTRICT'S CODE OF CONDUCT**

3. The student's prior disciplinary record
4. The effectiveness of other forms of discipline
5. Information from parents, teachers and/or others, as appropriate
6. Other extenuating circumstances

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

Responses to acts of harassment, bullying, and/or discrimination against students by students shall use measured, balanced, and age-appropriate remedies and procedures, with the goals of prevention and education, as well as intervention and discipline. We will consider the nature and severity of the conduct, the developmental age of the student engaging in the conduct, the actor's prior disciplinary record, and the impact of the conduct on the student at whom it was directed.

H. **Removal of Disruptive Students from the Classroom.**

Teachers are authorized by the Education Law and the Code of Conduct to remove a student from the teacher's classroom if the student is substantially disruptive of the educational process, or if the student substantially interferes with the teacher's authority over the classroom.

I. **Student Suspension from School**

1. The suspension of pupils shall be conducted in accordance with the Code of Conduct and with Section 3214 of the NYS Education Law.
2. **Minimum Suspension for Pupils who Repeatedly are Substantially Disruptive:** Pupils who repeatedly are substantially disruptive to the educational process or who substantially interfere with the teacher's authority in the classroom may be subject to an in-school or an out-of-school suspension.
3. **Minimum Suspension for Violent Pupils**

Students who are deemed to be "violent pupils" as defined by Education Law Section 3214 (2-a) (a) shall be subject to a minimum out-of-school suspension as defined by the Code of Conduct.

J. **PINS Petition/Referral to Human Services Agencies**

Students may be referred to outside agencies, as appropriate for assistance in addressing behavioral or other problems.

**VI. Responses to Instances of Inappropriate Conduct**



**PLAIN LANGUAGE SUMMARY OF  
THE ONEIDA CITY SCHOOL DISTRICT'S CODE OF CONDUCT**

**Students, Parents and others** shall report students who are having problems or appear to be having problems regarding matters covered in the Code of Conduct to the building administrator.

**Teachers and Counselors** shall report orally to their principal, the Superintendent, or designee any incident of harassment, bullying, and/or discrimination that they witness or that is reported to them, not more than one day later; and file a written report not later than two (2) school days after the initial oral report.

**Principals** shall report to the Superintendent, or designee any incident of harassment, bullying, and/or discrimination that they witness or that is reported to them, not more than one day later.

The **Superintendent** shall process in a timely manner all reports of harassment, bullying, and/or discrimination, including insuring that an appropriate investigation is conducted and appropriate reports are made to law enforcement.

**VII. Discipline of Students with Disabilities**

The Board of Education recognizes that the need to address disruptive or problem behavior within its schools may result in the suspension, removal or other discipline of students with disabilities eligible for services under the Individuals with Disabilities Education Act (IDEA) and Article 89 of the Education Law (Article 89) and their implementing regulations. It also recognizes that these students with disabilities enjoy certain procedural protections whenever school authorities intend to impose discipline upon them.

**VIII. Conduct by School Employees**

Acceptable conduct by school employees shall be consistent with the role of teachers and staff outlined in the code of conduct.

**IX. Prohibition of Corporal Punishment**

- A. No teacher, administrator, officer, employee or agent of the District shall use corporal punishment against a pupil. Corporal punishment means any act of physical force upon a pupil for the purpose of punishing that pupil.
- B. However, reasonable physical force may be used: to protect oneself, another pupil, teacher or any other person from physical injury; to protect the property of the school or others; or to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of District functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

**X. Standards and Procedures to Assure the Security and Safety of Students and School Personnel.**

**PLAIN LANGUAGE SUMMARY OF  
THE ONEIDA CITY SCHOOL DISTRICT'S CODE OF CONDUCT**

The district has an established emergency management/school safety plan, which has been developed in accordance with applicable law and regulation to assure the security and safety of students and school personnel.

**XI. Copies of the District's Code of Conduct**

This document is a plain language summary of the District's Code of Conduct. Copies of the District's Code of Conduct may be obtained through your student's school office or the Office of the Superintendent.



# Policy

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## COMMUNITY RELATIONS

1301

### DISTRIBUTION OF INFORMATION THROUGHOUT THE SCHOOLS

- I. The Board of Education of the Oneida City School District believes that the schools should avoid exploiting students, whether by advertising or otherwise promoting products or services, or securing participation in non-school related activities. The Board also recognizes that, pursuant to the New York State Constitution, it has no authority to permit the school premises to be used for commercial advertising. At the same time, the schools should inform and assist students to learn about programs, activities or information, which may be of help or service to them.
- II. Therefore, the Board of Education establishes this policy to govern the involvement of school facilities, staff and school children in the advertisement or promotion of any commercial, political or non-school agency, individual or organization in the schools which does not promote the educational or other best interests of students.
- III.
  - A. All requests by agencies, organizations, groups or individuals, including school organizations and employees, that the District post or otherwise disseminate curricular or non-curricular brochures, pamphlets, fliers or other documents shall be directed to the Building Principal at least two (2) weeks prior to the requested date of posting or circulation.
  - B. The Building Principal shall review such requests in accordance with the following:
    1. Information will not be distributed on behalf of any individual, organization or group for private gain;
    2. A worthy educational, civic or charitable purpose must be served, benefiting a substantial group in the community or promoting the educational or other best interests of students;
    3. Distribution of the brochure, pamphlet, flier or other document must not unreasonably interfere with the District's educational programs or activities.
  - C. No Materials shall be distributed or displayed that entail any of the following:
    1. Any material which has the primary purpose of advertising or promoting the purchase of any product or service that has no school purpose, or any similar commercial purpose; or
    2. Any material which has the primary purpose of soliciting charitable donations from students.

POLICY

COMMUNITY RELATIONS

1301

DISTRIBUTION OF INFORMATION THROUGHOUT THE SCHOOLS

- D. The Building Principal may grant or deny the request; or refer any request to the Superintendent ~~or Assistant Superintendent~~ for approval or disapproval.
- IV. Exhibitions in the schools of any books, articles, apparatus, films or other educational materials shall be adjudged by the principles of this policy on the basis of their actual educational value(s).
- V. Colleges, universities, armed service agencies, corporations, businesses and public service agencies shall be encouraged to bring career and occupational information to students. The Superintendent shall ensure that such activities are carefully monitored to restrict any commercial advertisement.
- VI. This policy shall not be construed as preventing a teacher from using instructional or informational materials, such as films, which bear only simple mention of the producing firm and which can be justified on the basis of their actual educational values.

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Oneida City School District

Legal Ref.: Article 8(I), New York State Constitution; Education Law §414

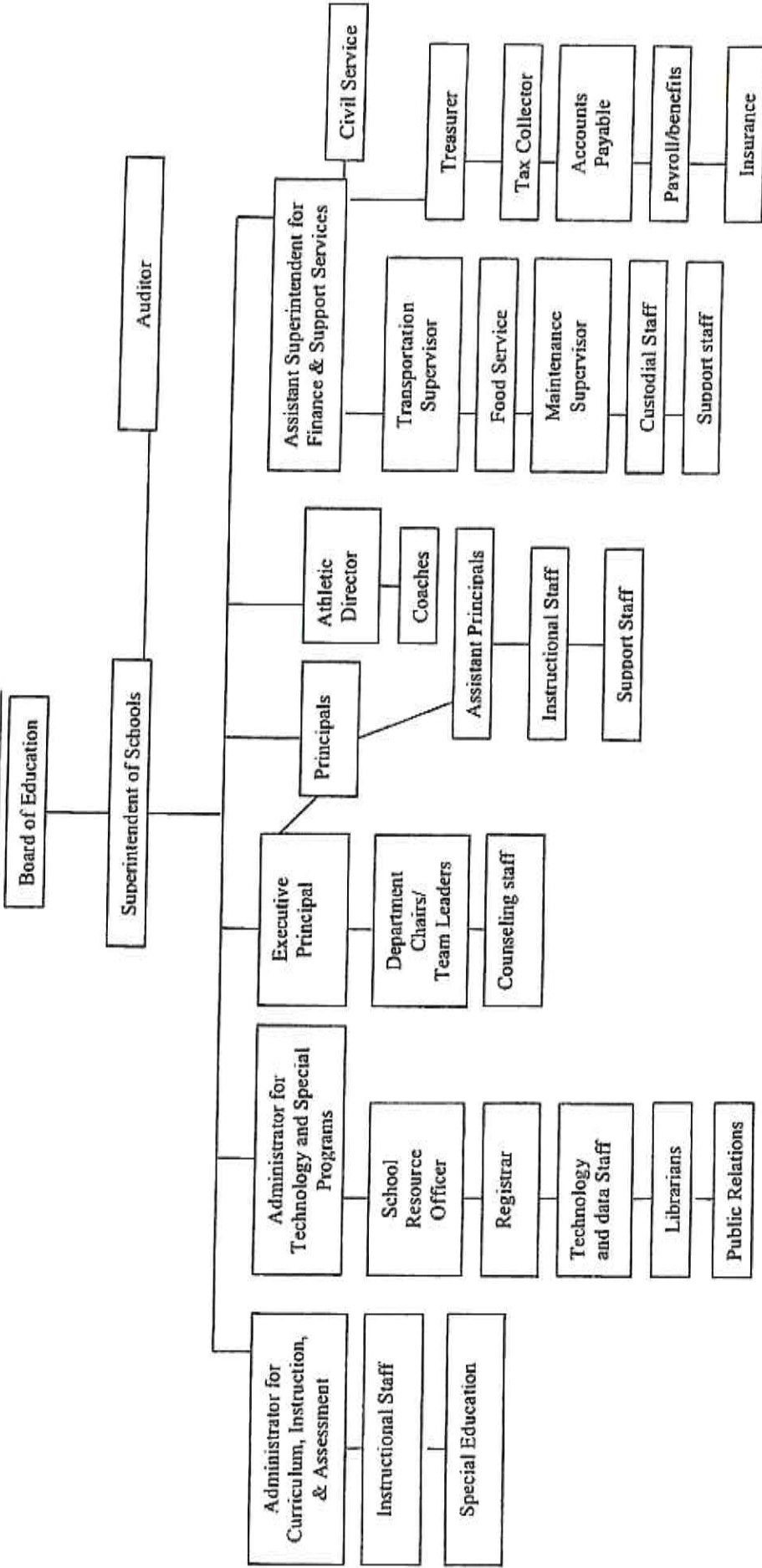
Adopted: 04/10/90

Reviewed: 07/08/03

Revised: 09/12/17, 04/23/18

**ADMINISTRATIVE PERSONNEL- new proposed**

ONEIDA CITY SCHOOL DISTRICT  
PERSONNEL CHART





# Regulation

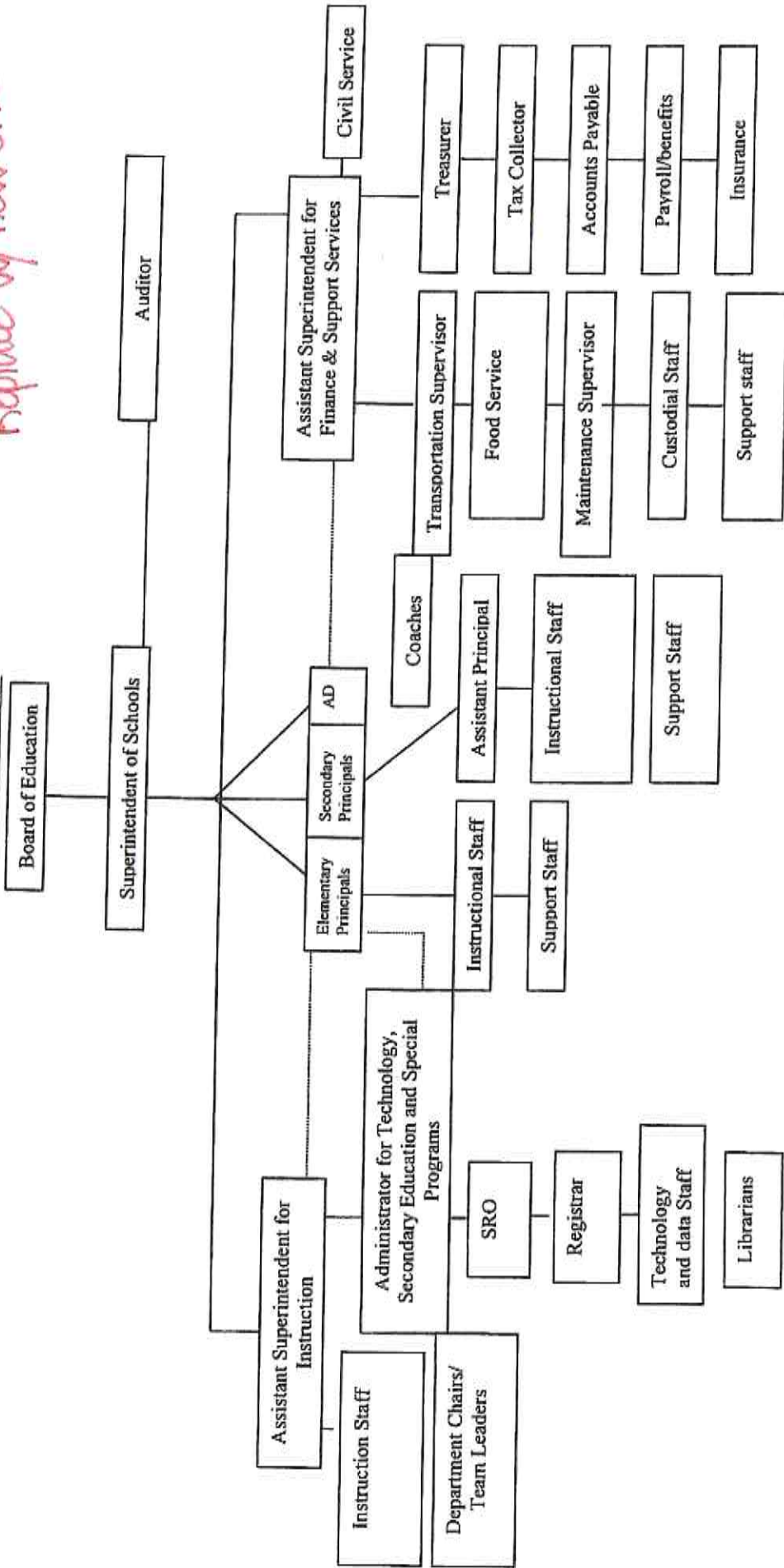
ADMINISTRATION

3002.1

## ADMINISTRATIVE PERSONNEL

ONEIDA CITY SCHOOL DISTRICT  
PERSONNEL CHART

*Replace w/ new one*



Oneida City School District  
 Approved by the Superintendent: 11/13/18  
 Adopted: 01/10/84 Rescinded by the Board: 11/13/18  
 Revised: 02/10/04, 12/13/05



## JOB DESCRIPTION: K-12 EXECUTIVE PRINCIPAL

- I. Summary:  
The K-12 Executive Principal shall exercise administrative, supervisory, coordinative, developmental, evaluative, and supportive services with respect to district wide the social emotional learning, career/college readiness, school climate/student engagement, parental involvement, and attendance programs and general operations of the High School in the Oneida City School District, under the direction of the Superintendent of Schools.
  
- II. Major Responsibilities
  - A. Unifies and leads all building administrators in the following programs: the social emotional learning, career/college readiness, school climate/student engagement, parental involvement, and attendance programs
  - B. Provides instructional leadership to the K-12 schools that maximizes student success
  - C. Supervises and coordinates the Social Emotional Learning and Career/College readiness programs to include: guidance counseling, counseling and social work
  - D. Supervises and coordinates the K-12 school climate/student engagement and attendance programs
  - E. Directs the equitable distribution of all K-12 educational shared resources for the social emotional learning, career/college readiness, school climate/student engagement, parental involvement, and attendance programs
  - F. Coordinates monthly meetings with building principals and district office staff to increase student attendance, decrease student suspensions, increase positive school climates, and increase graduation rate for all sub-groups.
  - G. Collaborates with Administrator for Curriculum, Instruction, and Assessment to use data to effectively monitor and evaluate student progress and promote instructional improvement
  - H. Stays current in and demonstrates comprehensive knowledge of effective, research based practices to improve student achievement
  - I. Supervises and coordinates the department chairs and coordinators

- J. Leads the character development mandates and supports teacher's efforts to design and implement activities that promote character development
  - K. Interacts with K- 12 parents and school community members to build supportive relationships
  - L. Facilitates ongoing communication between all K-12 administrators
  - M. May serve as a second principal observation in all K-8 buildings
  - N. Coordinates, promotes and communicates high school building level activities
  - O. Develops and maintains an effective program of school discipline and control consistent with the District Code of Conduct
  - P. Ensures safety and adequate supervision of students during all school sponsored activities
  - Q. Coordinates initial stages of hiring process with high school building staff
  - R. Develops, revises and maintains teacher and student handbooks on an annual basis
  - S. Monitors and ensures compliance with all federal, state and district reporting and testing/assessment requirements
  - T. Makes recommendations and manages high school building level financial resources through the district budgeting process.
  - U. Fosters communication and collaboration among faculty, staff, parents and students to support high school goals.
  - V. Supports and encourages students in extracurricular activities and settings
  - W. Ensures compliance of contracts as they apply to the building personnel and issues.
  - X. Completes evaluations for high school staff and makes recommendations regarding probation, tenure and dismissal of staff
  - Y. Performs all other duties as determined by the Superintendent of Schools.
- III. Organizational Relationships
- A. Maintain a cooperative relationship with administrative staff and faculty.
  - B. Responsible to the Superintendent

IV. Qualifications

- A. No person shall be appointed K-12 Executive Principal of the Oneida City School District unless he/she meets district wide leader/administrator certification requirements of the State of New York.
  
- B. Preferred experience
  - a. 3-5 years building administrative experience
  - b. Supervision of district-wide programs, including but not limited those related to programs supporting students with disabilities and/or students in poverty

JOB DESCRIPTION: ADMINISTRATOR FOR TECHNOLOGY, AND SPECIAL PROGRAMS

I. Summary:

The Administrator for Technology, Secondary Education, and Special Programs shall exercise administrative, supervisory, coordinative, developmental, evaluative, and supportive services with respect to technology, and special programs that support these services in the Oneida City School District, ~~under the direction of the Assistant Superintendent for Instruction.~~

II. Major Responsibilities

- A. Coordinate the development and operation of technology programs.
- B. Plan and carry out a program of curriculum review and development for technology.
- C. Coordinate the planning, development, and problem-solving of the district-wide public relations and technology program including purchase, staff training and integration of technology.
- D. Assist in coordinating the development and operation of federally-funded programs.
- E. Coordinate the pursuit of additional federal, state, and local funding.
- F. Coordinate with principals plans for Superintendent's Conference Days for secondary teachers.
- G. Assist in the coordination and guidance for selection and use of textbooks and other teaching materials for secondary teachers.
- H. Coordinate with the Administrative Team district-wide for the implementation of special program requirements to include; data analysis, Project SAVE and other safety planning/implementation/monitoring requirements.
- I. Serve as the designated liaison with the school-operated computer services staff and with the Board of Cooperative Educational Services processing division.
- J. Perform any duties related thereto.



POLICY

ADMINISTRATION

3207

JOB DESCRIPTION: ADMINISTRATOR FOR TECHNOLOGY, SECONDARY  
EDUCATION AND SPECIAL PROGRAMS

III. Organizational Relationships

- A. Responsible to the Superintendent or designee.
- B. Cooperative relationship with administrative staff and faculty.

IV. Qualifications

No person shall be appointed ~~Assistant Superintendent~~ *Administrator for Technology and special programs* of the Oneida City School District unless he/she meets certification requirements of the State of New York.

V. Contract

The Board of Education shall appoint, by Board Resolution a contract for a period not exceeding five (5) years.

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Oneida City School District

Adopted: 04/19/04

Revised: 11/13/18

## JOB DESCRIPTION: ADMINISTRATOR FOR CURRICULUM, INSTRUCTION, &amp; ASSESSMENT

- I. Summary:  
The Administrator for Curriculum, Instruction, & Assessment shall exercise administrative, supervisory, coordinative, developmental, valuative, and supportive services with respect to instruction and general operations in the Oneida City School District, under the direction of the Superintendent of Schools.
  
- II. Major Responsibilities
  - A. Oversees all ESSA programs and requirements. Responsible for application, performance report, and monitoring of funds.
  - B. Assists in the development and coordination of the sections of budgets that pertain to curriculum and staff development.
  - C. Develops district wide plans, including Professional Development Plan, AIS/RTI plan, etc..
  - D. Supervise and coordinate Title I programs, home schooling, home tutoring, homeless, and residency/special permissions.
  - E. Works with building principals and teams to develop and implement the school improvement process (data analysis, goal setting, action plans, etc).
  - F. Assists in the evaluation of academic programs, grading and assessment, and their effect on student achievement.
  - G. Guides development, implementation, and evaluation of orientation, mentoring, curriculum work, and in-service training programs for professional personnel.
  - H. Leads in the development and maintenance of a positive coordinated educational program designed to meet the needs of all children.
  - I. Assists in keeping the community informed about the curriculum and instructional programs and designs and implements feedback from staff, parent, student, and community members regarding curriculum and instruction.
  - J. Leads in the continued development of grading policies, report cards and honor roll policies.

- K. Coordinates all elementary and middle school testing and scoring
- L. Assist in the recruitment and selection of professional and non-professional personnel.
- M. Maintain curriculum and instruction website
- N. Serve as second principal observation
- O. Attend all Board of Education meetings.
- P. Perform any duties related thereto.

III. Organizational Relationships

- A. Maintain a cooperative relationship with administrative staff and faculty.
- B. Responsible to the Superintendent

IV. Qualifications

No person shall be appointed Administrator for Curriculum, Instruction, & Assessment of the Oneida City School District unless he/she meets certification requirements of the State of New York.

V. Contract

The Board of Education shall appoint, by Board Resolution a contract for a period not exceeding five (5) years.

# Policy

FISCAL MANAGEMENT

4302

## ONLINE BANKING POLICY

- I. It is policy of the Board of Education to develop, maintain and utilize clear, concise and detailed accounting for all financial transactions under its purview in accordance with the School Districts Accounting and Reporting Manual. To assist with this requirement, the District shall direct the Assistant Superintendent for Finance to establish internal controls and procedures aimed at minimizing the risk for any error and/or misappropriation of funds related to banking services. The transferring of funds via online banking between various accounts and the transfer of funds from District accounts to non-district accounts shall be properly monitored.
- II. Online Banking: The Board shall enter into a written agreement with its designated depository bank(s) for online banking and electronic or wire transfers, which includes the implementation of a security procedure for all transactions. The following individuals are involved in various online banking transactions: the District Treasurer, the Superintendents Secretary, and ~~Assistant Superintendent for Instruction~~ acting as Deputy Treasurer, the Assistant Superintendent for Finances Secretary, the Senior Payroll Clerk and the Payroll Clerk. Each shall have separately established user name(s), password(s), and access rights, along with separate banking security tokens.
- III. Electronic or Wire Transfers: Procedures will be developed and implemented specifying who is authorized to initiate, approve, transmit, record, review and reconcile electronic transactions. Limitations on the dollar amount of individual wires as well as limitations on the maximum dollar amount of wires, per day, will be set. At least two individuals will be involved in each transaction where funds are disbursed from a district account to an outside entity. Authorization and transmitting functions will be segregated. The three areas used by the District include:
- A) Transfers between District Bank Accounts
  - B) Automated Clearing House (ACH) Transactions, (Direct Deposits)
  - C) Wire Transfers to Outside Organizations and between district Banks.
- IV. Additional Security Measures: Procedures will be developed to strengthen controls over reducing the risk of fraudulent activities. These may include the use of Payee Check Positive Pay and ACH debit blocks and filters on high volume District accounts. Procedures will also include the corrective action plan should fraudulent activity be suspected.

Oneida City School District

Adopted: 04/23/18\*



# Regulation

FISCAL MANAGEMENT

4302.1

## ONLINE BANKING PROCEDURE

### I. Transfer between District Bank Accounts:

- A. A transfer between district bank accounts is defined as the ability to transfer funds between Board approved bank accounts for the purpose of satisfying claims, paying employees and investing funds.
- B. Such transfers are processed by the District Treasurer through the secured banking website using appropriate passwords on an as-needed basis at a designated computer for banking only.
- C. The District Treasurer provides oversight by daily monitoring of all District bank accounts and bank transactions. Further, on a monthly basis, the Claims Auditor reviews and approves all claims through her/his audit of all warrants.
- D. Monthly bank reconciliations are prepared by the Assistant Superintendent for Finances Secretary and reviewed and approved by the Assistant Superintendent for Finance.

### II. Automated Clearing House (ACH) Transfers:

- A. ACH transfers are defined as a more secure method of transferring funds to outside organizations. Though similar to wire transfers, ACHs are preferred due to additional controls developed by the districts' banks.
- B. ACH transfers are initiated by the District Treasurer on the secured banking website on an as-needed basis, after being approved by the Claims Auditor and/or Purchasing Agent. The Superintendent's Secretary or Assistant Superintendent for Instruction, acting as Deputy Treasurer reviews the proposed transfer and releases the transaction through the secured banking website, on a designated computer for banking only.
- C. The Senior Payroll Clerk initiates the payroll direct deposit ACHs. The District Treasurer/Deputy Treasurer reviews the proposed transfer and releases the transaction through the secured banking website.
- D. On a monthly basis, the Claims Auditor reviews and approves of such transfers through her/his audit of all warrants.

*Administer  
for  
Curriculum  
Instruction!  
As Secretary*

### III. Wire Transfers to Outside Organizations (Debt Service Payments)

- A. The District Treasurer will prepare the supporting documentation for the wire transfer of funds. The District Treasurer/Deputy Treasurer will initiate the transfer per receipt of all supporting documentation using the secured banking website.
- B. The Assistant Superintendent for Finance and the Claims Auditor review the proposed wire transfer and authorize the release of the transaction through the secured banking website, on a designated computer for banking only. The

REGULATION

FISCAL MANAGEMENT

4302.1

ONLINE BANKING PROCEDURE

approver will initial the backup agreeing the amount on the wire transfer form to the amounts on the backup document(s).

- C. The District Treasurer/Deputy Treasurer will log on to the on-line banking system to complete the wire transfer form, which will then be cued for approval by another designated approver. The Superintendents Secretary or Assistant Superintendent for Instruction, acting as Deputy Treasurer will log on to the on-line banking system to approve and release the wire transfer prepared by the District Treasurer. A username password and token is required for log-in. In addition, and as a secondary security procedure, the banks will personally contact the District Treasurer or designee randomly as verification that the wire was legitimately executed; and written documentation of each transaction will be properly filed in the Business Office. The Superintendents Secretary or Assistant Superintendent for Instruction, acting as Deputy Treasurer will provide the call back verification in the absence of the District Treasurer. The Claims Auditor will review the wire disbursement after the release of the wire as part of the cash disbursement review, as authorized by the NYS Comptroller.

Administrative for  
Curriculum, Instruction  
and Assessment

IV. Additional Security Measures Procedures

The District shall:

- Utilize Payee Check Positive Pay on our General Fund, School Lunch Fund, Trust & Agency Fund, Federal Fund, Capital Fund and Payroll checking accounts in an effort to reduce the risk of fraudulent activities.
- Implement ACH debit block on our General Fund accounts and ACH debit filters on high volume checking accounts where it makes sense.
- Utilize ACH and Payee Check Positive Pay daily email notifications for exceptions on checking accounts (General Fund, School Lunch Fund, Trust & Agency Fund, Federal Fund, Capital Fund and Payroll).
- Establish ACH debit limit (Community Bank \$3,000,000, M&T Bank \$unlimited).
- Establish wire transfer limits (Community Bank \$4,000,000, M&T Bank \$unlimited).
- Establish wire transfer call back provision with bank (Randomly performed at unknown intervals).
- Use a dedicated computer for online banking.
- All checks received by the District are logged by the Assistant Superintendent for Finances Secretary.
- A reconciliation of cash receipts processed in the system to deposit slips and the check log is performed monthly by the Assistant Superintendent for Finances Secretary.
- Strive to provide:



## REGULATION

FISCAL MANAGEMENT

4302.1

### ONLINE BANKING PROCEDURE

- o Updated network security with high level internet security and firewall protection
- o Updated PC and email security
- o Updated anti-virus software

The Treasurer shall:

- Review accounts daily to identify unauthorized ACH debits.
- Monitor/review encrypted files for banking non-check disbursements.
- Review use of repetitive ACH/wire payment templates to prevent unauthorized modifications to key fields, such as beneficiary information.
- Immediately notify the Bank's Government Banking Team if potential fraud is detected on any account. The Government Banking team will take measures to secure the District's accounts which could include the immediate securing or closing of accounts, or suspending the District's online banking. Should this occur, the District Treasurer will also notify all individuals involved with online banking transactions (Assistant Superintendent for Finance, ~~Assistant Superintendent for Instruction~~, acting as Deputy Treasurer, Superintendent's Secretary, and the Assistant Superintendent for Finance's Secretary), as well as the Superintendent of Schools.

The Assistant Superintendent for Finance shall:

- Set authorization rights for each online banking user.

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Oneida City School District

Approved by the Superintendent: 04/23/18\*

# Oneida City School District

## SUPERINTENDENT'S REGULATION

FISCAL MANAGEMENT

4700.1

### CELLULAR TELEPHONES

- I. The following positions are authorized for district-owned cellular telephone:
- ~~Assistant Superintendent (1)~~
  - ~~Athletic (1)~~
  - Transportation (1)
  - Head of Building and Grounds (1)
  - Maintenance Workers (5)
  - District Office (1)
- II. District cellular telephones are provided for business purposes. Employees will reimburse the district for cellular telephone charges incurred that are not of a business nature. Reimbursement will occur within fifteen (15) school days of notice.

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Approved by the Superintendent: 04/23/18  
Adopted: 12/13/05



# Oneida City School District

## SUPERINTENDENT'S REGULATION

FISCAL MANAGEMENT

4701.1

### CREDIT CARDS

I. The following positions are authorized to use a District issued credit card:

- Superintendent (1)
- Assistant Superintendent for Finance (1)
- Assistant Superintendent for Instruction (1)
- Director of Technology (1)

*Administrator for  
Technology & Special  
Programs*

*Administrator for Curriculum,  
Instruction, & Assessment*

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Approved by the Superintendent: 04/23/18

Adopted: 12/13/05

# Regulation

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SUPPORT OPERATIONS

5300.1

## REGULATIONS FOR ACCESS TO BLOCKED INTERNET SITES

### I. Unblocking a Specific Internet Site:

If an Oneida City School District staff member finds an Internet site that is blocked and access to the information contained on the site is required either for the performance of their job or for access by students, they may make a request to the Administrator for Technology and Special Programs to have the site unblocked.

- a. If the site does not contain any objectionable material, a request will be made through the Madison/Oneida Regional Information Center (MORIC) to have the site unblocked.
- b. If there is any question about the content of the information contained on the site, the District Technology Committee and/or MORIC staff may be consulted when making a decision. Final decision for unblocking any site remains with the Superintendent.

### II. Obtaining a Internet Filtering Override Account:

Oneida City School District staff members who require frequent access to blocked sites for bona fide research or other lawful purposes related to the performance of their job may request an Internet Filtering Override Account.

The staff member will need to complete and sign a "Request for Internet Filtering Override Account" form (~~Regulation 5300.2~~). All requests will be reviewed and signed by the building Principal and forwarded to the Administrator for Technology and Special Programs. The Superintendent has the final decision in the issuing of all override accounts. The Administrator for Technology and Special Programs will maintain a record of all requests and a list of override accounts.

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Oneida City School District

Approved by the Superintendent: 07/06/18

Adopted: 09/14/10

# Regulation

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STUDENTS

7008.1

## PRINCIPLES AND PROCEDURES FOR DETERMINING STUDENT RESIDENCY

### I. Purpose of Regulation

The Board has designated the Superintendent or Superintendent's designee to make determinations as to whether a child is entitled to enrollment in District schools as resident of the District. This Regulation describes guidelines and procedures that will be used to make that determination. The Superintendent's or the Superintendent's designee, ~~the Assistant Superintendent~~ determinations will also be guided by court decisions, Commissioner Rulings, and advice of legal counsel.

### II. Procedures

1. When a parent or guardian requests that a child be enrolled, the child must be enrolled immediately on a conditional basis, and the child is expected to begin attendance the next day or as soon as necessary arrangements can be made. However, attendance will be delayed until there is proof of required immunizations.
2. The Superintendent or Superintendent's designee makes a determination of whether the child is entitled to continue attendance in the District within three (3) business days of the child's initial enrollment. This time period may be extended where additional documentation is required, or verification is required.
3. In the course of making any determination regarding student residency, the Superintendent or Superintendent's designee, will afford the parent(s), or the person in parental relation, or the child, as applicable, the opportunity to submit information concerning the child's right to attend school in the District.
4. The Superintendent or Superintendent's designee may require the production of relevant documents to verify that the child to be enrolled resides with the parent or person in parental relation, and that the parent or person in parental relation maintains a physical presence in the District that qualifies as a residence.

To establish that the child resides with the parent or person in parental relation, the District requests that the adult sign an affidavit that the child lawfully resides with them. In the case of a person in parental relation, the affidavit must also state that the adult has total and permanent custody and control of the child, and explain how they obtained that custody and control.

To establish that the adult maintains a residence in the District, the District first requests this documentation:



## REGULATION

STUDENTS

7008.1

### PRINCIPLES AND PROCEDURES FOR DETERMINING STUDENT RESIDENCY

- A copy of a residential lease or proof of ownership of a house or condominium;
- A statement signed by a landlord, property owner, or tenant from whom the adult leases or rents property, or with whom the adult shares property within the District (the District prefers a sworn statement, but this is not required); or
- Some other signed statement from a third party establishing that the adult maintains a physical presence within the District.

If these forms of documentation are not available, the District will accept for review other forms of documentation of residency, including but not limited to:

- Pay stub;
  - Income tax form;
  - Utility or other bills;
  - Membership documents based on residency (e.g., library card);
  - Voter registration documents;
  - State or other government issued identification or documents relating to government services or benefits, and
  - Evidence of custody of the child.
5. When the Superintendent or Superintendent's designee determines that the child is neither a resident nor entitled to attend the schools of the District as a homeless child, the following steps will be taken:
- Written notice of the determination will be provided within two (2) business days to the parent, the person in parental relation or to the child. Such notice shall include the basis for the determination, the date of exclusion from the District, and a statement regarding the right to appeal an adverse determination to the Board of Education, in accordance with Section 310 of the New York State Education Law, within ten (10) days of the determination.
  - If upon the appeal to the Board of Education, the parent wishes to appeal to the Commissioner, an adverse determination to the Commissioner may be obtained from the Office of Counsel, New York State Education Department, State Education Building, Albany, New York 12234, in accordance with Section 310 of the New York State Education Law, within thirty (30) days of the date of the determination.

### III. Presumption of Residency With Parents

1. It is presumed that a child's residence is the residence of the child's parents.



## REGULATION

STUDENTS

7008.1

### PRINCIPLES AND PROCEDURES FOR DETERMINING STUDENT RESIDENCY

2. In considering whether a different residence has been established for a child, the Superintendent will consider information about: the intention of the child and parent to remain in the District; the retention or relinquishment of parental authority; who is financially responsible for a child's shelter, food, medical care, and other personal needs; address listed on legal documents; time actually spent at different locations; and any other factor indicating actual intent to establish a residence.
3. A child may have only one residence.

#### IV. Parents With Separate Residences

1. Where a student is living with one parent denominated the custodial parent by virtue of a court order, the child's residence is presumed to be that of the custodial parent.
2. Where there is a court determination of joint custody, and a child spends substantial amounts of time with each parent, the family may jointly designate one residence or the other as the residence of the child. If the family can not agree on a joint designation, the Superintendent will make a determination based on the factors described above.

#### V. Child Living With Adult Other Than Parent

1. If a child claims a residence with an adult other than the child's parent, and a parent of the child is competent and not incarcerated, the Superintendent will require convincing evidence that the parent has transferred custody and control of the child to the adult with whom the child is living, and relinquished both parental responsibility and parental authority.
2. Resident status will be denied if the Superintendent or Superintendent's designee determines that the sole reason the student is living with the non-parent adult is in order to attend school in this District.
3. A child living with an adult other than a parent may qualify for enrollment as an emancipated minor, or as a homeless child.

#### VI. Emancipated Minor

1. A person who is independent and living apart from their parents, and who is not in need or receipt of foster care, may be considered emancipated for purposes of establishing a residence apart from their parents. Establishment of emancipation rebuts the presumption that a student's residence is with his/her parents.

REGULATION

STUDENTS

7008.1

PRINCIPLES AND PROCEDURES FOR DETERMINING STUDENT RESIDENCY

2. The Superintendent or Superintendent's designee may require documentation from a person who claims the status of an emancipated minor. Such documentation may include, but shall not be limited to, such things as proof of the person's age and means of support; an explanation of the circumstances surrounding the person's emancipation, including a description of the person's relationship with any living parents; and evidence that the student is not receiving any support from parents. Proof of eligibility for public assistance as an emancipated minor will be deemed to establish a student's status for purposes of residency. The District may require a sworn statement or affidavit from the student as proof of emancipation and residence. (See Regulation 6014.2)

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Oneida City School District

Approved by the Superintendent: 09/12/17, 09/10/19

Adopted: 12/13/05

# Policy

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STUDENTS

7028

## DETERMINATION OF STUDENT RESIDENCY

- I. The Board designates the Superintendent or Superintendent's designee, ~~the Assistant Superintendent~~, to make determinations as to whether a child is entitled to enrollment in the District schools as a resident of the District. No other District employee is empowered to make such a determination.
  
- II. The Superintendent shall promulgate a regulation describing principles and procedures for determining a child's residency status. All such principles and procedures shall comply with applicable statutes and regulations.

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Oneida City School District

Legal Ref: 8 NYCRR 100.2(y)

Adopted: 12/13/05

Revised: 09/12/17

SAFETY POLICY STATEMENT

We consider the safety and well-being of students, employees, and the general public of prime importance in all school activities. Consequently, we must strive to provide a safe school environment by insuring that:

1. All students and employees are provided all reasonable safeguards to insure safe educational and working conditions.
2. All instructional material, equipment, tools, machines, and vehicles are maintained in good working condition.
3. Any unsafe condition or practice noticed by an employee will be corrected and/or reported to the safety coordinator immediately.
4. Continue to study and develop safe work methods and train students and employees in these methods.
5. Continue to comply with federal, state and local laws regarding accident prevention.

Responsibility for developing, directing, and coordinating all safety policies and activities rests with the Safety Coordinator:

~~Mr. Gregory Race~~

Mr. James Rowley

The success of accident prevention program depends on the continuing and sincere efforts of all employees and students regarding their active participation and support.

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Adopted: 06/09/92



# Policy

INSTRUCTION

8301

## REVIEW OF INSTRUCTIONAL MATERIALS

- I. Occasional objections to a selection of instructional materials will be made by the public, despite the care taken to select valuable materials for student and teacher use and the qualifications of persons who select the materials. "Instructional Materials" shall mean any book, or book substitute, which includes hardcover or paperback books, workbooks or manuals in print, electronic, or other media.
- II. Procedure for Reconsideration of Instructional Materials:

- A. Objections to instructional materials shall be directed to the building staff first. The School Administrator will be informed of all objections to instructional material.
- B. In the event that a complaint is not resolved informally, a Request for Reconsideration of Printed and Published Materials Superintendent's Regulation 8301.1 will be completed and submitted by the complainant to Assistant Superintendent for Instruction.

*Administrator for Curriculum, Instruction;*

The Superintendent will establish a committee to evaluate the formal Request for Reconsideration of Printed and Published Materials.

*Assessment*

- I. The committee, composed of members of the faculty, community and the administration will:
  - a. Read and examine materials referred to them.
  - b. Check general acceptance of the materials by reading reviews.
  - c. Weigh values and faults against each other and form opinions based on the material as a whole and not on passages pulled out of context.
  - d. Meet to discuss the material and to prepare a report containing the committee's recommendations and disposition of the matter.
  - e. Submit a copy of the report to the Superintendent for his/her review and disposition of the matter. This report of the committee shall explain the selection system, give the guidelines used for selection, cite authorities used in reaching a decision and give an explanation of the committee's recommendation.

POLICY

INSTRUCTION

8301

REVIEW OF INSTRUCTIONAL MATERIALS

2. If the complainant is not satisfied, he/she may appeal the decision to the Superintendent for his/her review and disposition of the matter. The complainant shall be afforded the opportunity to appear and present arguments or documentation.
  3. If the complainant is still not satisfied, he/she may ask the Superintendent to present an appeal to the Board of Education which will make a final determination of the issue. The Superintendent will deliver a copy of the complaint, the report of the committee and his/her determination to the Board. The Board of Education may seek assistance from its legal counsel and outside organizations such as the American Library Association for Supervision and Curriculum Development, etc. in making its determination.
- III. Instructional materials under reconsideration will remain in circulation until a final decision is reached.

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Oneida City School District

Legal Ref: NYS Education Law Sections 701, 702 and 704; 8 NYCRR 21.1

Adopted: 06/11/90

Revised: 05/17/11, 05/17/16

## REVIEW OF EXAMS

- I. School Exams, Projects, Research Papers
  - A. Pupils and parents of pupils who have taken local unit, mid-term or final exams, research papers, or projects have the right to review their pages/projects after they have been graded and recorded on their permanent record or report card.
  - B. Answer papers/projects should be reviewed in the presence of the principal or his/her designee. Copies of local answer papers will not be provided to parents or pupils.
  - C. Occasionally, the accuracy of the local rating may be questioned by a pupil or pupil's parent. When the accuracy of the local rating is questioned and the difference cannot be resolved, the principal may refer the paper to a building's committee of teachers.
  - D. Any decision to modify the local rating shall be made by the principal and/or the Superintendent, or the Superintendent's designee.
- II. State Regents Exams (RCTS, Occ. Ed. Prof. and Second Language Prof.)
  - A. Pupils and parents who have taken Regents examinations, Regents competency tests, occupational education proficiency examinations, and second language proficiency examinations have the right to review the pupils' answer papers after records.
  - B. If a pupil's answer paper has been sent to the Department, the principal should contact the Office of State Assessment and the paper will be returned to the school.
  - C. Answer papers should be reviewed in the presence of the principal, or his/her designee, to ensure that the answer papers are not changed as they are being reviewed. Copies of answer papers may be provided to pupils and their parents on request.
  - D. Occasionally, the accuracy of the local rating of an answer paper may be questioned by a pupil or pupil's parent. When the accuracy of the local rating of an answer paper is questioned by a pupil or pupil's parent(s), the ~~high school~~ principal or Superintendent or Superintendent's designee, may initiate a local review of the pupil's examination paper. This review will be conducted by local school district staff members who were not involved in the initial grading of the pupil's examination paper. Any decision to modify the local rating shall be made by the ~~high school~~ principal and/or the Superintendent or Superintendent's designee.
  - E. In the event that the school district has utilized all staff members in the initial rating process, the principal and/or Superintendent or Superintendent's designee, may refer the answer paper to a regional scoring center at the Madison Oneida Board of Cooperative



REGULATION

INSTRUCTION

8303

REVIEW OF EXAMS

Educational Services BOCES. The regional center will utilize independent scorers to re-rate the exam paper. Any decision to modify the local rating based on the recommendation of the regional center shall be made by the ~~high school~~ principal and/or the Superintendent or Superintendent's designee.

- F. When the accuracy of the local rating of an answer paper is questioned by a pupil or pupil's parent(s) and the difference cannot be resolved at the local level; the ~~high school~~ principal may refer the answer paper to the Office of State Assessment to be re-rated. The Office of State Assessment maintains a process by which the high school principal or Superintendent of Schools may make a request to have the Department re-rate the exam.
- G. The answer paper will be re-rated and returned to the school, showing both the local rating and the Department rating. Any decision to modify the local rating shall be made by the ~~high school~~ principal and/or the Superintendent or the Superintendent's designee.
- H. Upon receiving the recommendations of the regional scoring and/or Office of State Assessment, the decision to modify the local rating by the principal and/or Superintendent or Superintendent's designee shall be final.

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Oneida City School District

Legal Ref: School Administrator's Manual, 2015 Edition

Adopted: 05/17/16

Promulgated: 12/98



**SUBJECT: POLICY ON DATA SECURITY AND PRIVACY**

The Board of Education is committed to maintaining the privacy and security of student data and teacher and principal data and will follow all applicable laws and regulations for the handling and storage of this data in the District and when disclosing or releasing Personally Identifiable Information ("PII") to others. The Board adopts this policy to implement the requirements of Education Law § 2-d and its implementing regulations.

**Parent and Student Rights Under State and Federal Law**

This Policy shall include all protections given to parents/persons in parental relationship and students pursuant all State and federal laws that protect student data, including but not limited to Board policies implementing the Family Educational Rights in Privacy Act and the Americans with Disabilities Act.

**Parents Bill of Rights**

The Superintendent, or designee, shall publish a Parents Bill of Rights in an appropriate location on the District's website which shall inform parents:

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes;
- (2) Parents have the right to inspect and review the complete contents of their child's education record, and the process for requesting such review;
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred;
- (4) A complete list of all student data elements collected by New York State is available for public review on the State's website, including link to that information, or by writing to the address and individual designated by the State including the contact information; and
- (5) Parents have the right to have complaints about possible breaches of student data addressed, and the process for making such complaints. Complaints should be directed to the Data Protection Officer, with contact information.

**Use and Disclosure of Personally Identifiable Data**

As part of its commitment to maintaining the privacy and security of student data and teacher and principal data, the District will take steps to minimize its collection, processing, and transmission of PII. Every use and disclosure of personally identifiable information by the educational agency shall benefit students and the educational agency (e.g., improve academic achievement, empower parents and students with information, and/or advance efficient and effective school operations).

No personally identifiable information may be included in public reports or other documents, unless otherwise authorized by law.

Nothing in Education Law § 2-d or this policy should be construed as limiting the administrative use of student data or teacher or principal data by a person acting exclusively in the person's capacity as an employee of the District.

### **Chief Privacy Officer**

The District will comply with its obligation to report breaches or unauthorized releases of student data or teacher or principal data to the Chief Privacy Officer in accordance with Education Law § 2-d, its implementing regulations, and this policy.

### **Data Protection Officer**

The Board of Education shall designate a Data Protection Officer who shall be responsible for the implementation and oversight of this policy and any related procedures including those required by Education Law § 2-d and its implementing regulations. The Data Protection Officer will also serve as the main point of contact for data privacy and security for the District.

The Superintendent shall ensure that the Data Protection Officer has the appropriate knowledge, training, and experience to administer these functions. The Data Protection Officer may perform these functions in addition to other job responsibilities.

### **District Data Privacy and Security Standards**

The District will use the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1) ("Framework") as the standard for its data privacy and security program.

### **Third-Party Contractors**

Any and all contracts between the District and third-party contractors, under which a contractor will receive student data or teacher or principal data, shall include provisions requiring that the contractor maintain the confidentiality of shared student data or teacher or principal data in accordance with law, regulation, and District policy.

In addition, the District will ensure that the contract or written agreement includes a signed copy of the Parents Bill of Rights and the contractor's data privacy and security plan, in compliance with Part 121 of the Commissioner's regulations and that has been accepted by the District.

The District will publish on its website a supplement to the Bill of Rights for any contract or other written agreement it has entered with a third-party contractor that will receive PII from the District. The Bill of Rights and supplemental information may be redacted to the extent necessary to safeguard the privacy and/or security of the District's data and/or technology infrastructure.

Agreements subject to this policy include any agreement created in electronic form and signed with an electronic or digital signature or a click wrap agreement that is used with software licenses, downloaded and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service.

### **Reporting a Breach or Unauthorized Release**

The Superintendent or designee will report every discovery or report of a breach or unauthorized release of student data or teacher or principal data within the District to the Chief Privacy Officer without unreasonable delay, but no more than ten calendar days after the discovery.

### **Annual Data Privacy and Security Training**

The Superintendent or designee shall ensure that annual data privacy and security awareness training is provided the District's officers and staff with access to PII. This training will include, but not be limited to, training on the applicable laws and regulations that protect PII and how staff can comply with these laws and regulations. This training may be delivered using online training tools. Additionally, this training may be included as part of the training that the District already offers to its workforce.

### **Notification of Policy**

This policy will be published on the District's website and a copy shall be given to all officers and staff.

Education Law § 2-d  
8 NYCRR Part 121

Adoption Date

(Board Policies 7240, 7241)



**DATA PRIVACY PLAN AND  
PARENTS' BILL OF RIGHTS FOR  
DATA SECURITY AND PRIVACY**

Pursuant to Section 2-d of the Education Law, agreements entered between the District and a third-party contractor which require the disclosure of student data and/or teacher or principal data that contains personally identifiable information ("PII") to the contractor, must include a data security and privacy plan and must ensure that all contracts with third-party contractors incorporate the District's Parents' Bill of Rights for Data Security and Privacy.

As such, the [NAME of CONTRACTOR] agrees that the following terms shall be incorporated into the contract for services ("the Contract") and it shall adhere to the following:

1. The Contactor's storage, use and transmission of student and teacher/principal PII shall be consistent with the District's Data Security and Privacy Policy available here: [INSERT WEB ADDRESS OF POLICY]
2. Contractor shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.
3. The exclusive purposes for which the student data or teacher or principal data will be used under the contract are set forth in Paragraph \_\_\_ of the Contract only for the term of the Contract as set forth in Paragraph \_\_\_.
4. The Contract shall maintain the following administrative, operational and technical safeguards and practices in place to protect PII, which shall align with the NIST Cybersecurity Framework, including:
  - a. PII data will be protected using encryption while in motion and at rest by [ENTER HOW].
  - b. PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored by [ENTER HOW STORED]. The security of this data will be ensured by [ENTER SECURITY SAFEGUARDS].
  - c. Physical access to PII by individuals or entities described in paragraph 3 above shall be controlled as follows: [DESCRIBE]
5. The Contractor shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under the Contract.
  - a. By initialing here \_\_\_\_\_ Contractor represents that it will not utilize any subcontractors or outside entities to provide services under the Contract and shall not disclose any PII other than as required pursuant to paragraph 6 below.



b. [IF SUBCONTRACTORS ARE USED DESCRIBE HOW CONTRACTOR WILL “MANAGE RELATIONSHIPS”]

6. Contractor shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d). Contractor shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII as follows: [DESCRIBE]
7. Contractor shall not disclose PII to any other party other than those set forth in paragraph 4 above without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court order, the Contractor shall notify the New York State Education Department and the District no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.
8. Upon expiration of the contract, the PII will be returned to the District and/or destroyed. Specifically, [ENTER TRANSFER AND/OR DESTRUCTION INFORMATION (i.e., whether, when and in what format the data will be returned to the district, and/or whether, when and how the data will be destroyed)]
9. The parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected by [ENTER PROTOCOL; (i.e., in writing, to whom)]
10. The Contractor shall take the following steps to identify breaches or unauthorized releases of PII and to notify the District upon learning of an unauthorized release of PII. [DESCRIBE – below are minimum requirements]
  - a. Provide prompt notification to the District no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. Contractor shall provide notification to the District’s data privacy officer by phone and by email.
  - b. Contractor shall cooperate with the District and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.
  - c. Where a breach or unauthorized release is attributed to the Contractor, the Contractor shall pay for or promptly reimburse the District for the full cost of such notification.

The District shall publish this contract addendum on its website.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

# Policy

STUDENTS

Draft 03/04/2019

7202 Renumber/Revise 7053

## STUDENT ALCOHOL, AND DRUG ABUSE

*Tobacco*

### I. Policy

*as defined in Code of Conduct*

The Board of Education recognizes that the misuse of drugs, alcohol, and/or tobacco, is a serious problem with legal, physical, emotional and social implications for the entire community. Therefore, the consumption, manufacturing and/or selling, use and/or possession of alcoholic beverages, tobacco products, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs is prohibited at any school-sponsored event or on school property at all times. The inappropriate use of prescription and over-the-counter drugs shall also be disallowed. Persons shall be banned from entering school grounds or school-sponsored events when exhibiting behavioral, personal or physical characteristics indicative of having used or consumed alcohol or other substances.

### II. Philosophy

- A. While the District can and must assume a leadership role in alcohol and other substance use/abuse prevention, this goal will be accomplished only through collaborative efforts of staff, students, parents/guardians and the community as a whole.
- B. A certifiable comprehensive program shall be developed addressing alcohol, tobacco, drugs, inhalants, and other substances.

### III. Primary Prevention

- A. Preventing or delaying alcohol, tobacco, drugs, and other substance use/abuse by students shall be the major focus of a comprehensive K-12 program in which proactive measures of prevention and early intervention are emphasized. This program shall include:
  - 1. A sequential K-12 curriculum that will be developed and incorporated into the total educational process. This curriculum shall be concerned with education and prevention in all areas of alcohol, tobacco, drugs, and other substances uses/abuse;
  - 2. Training school personnel and parents/guardians to reinforce the components of the policy through in-service and community education programs with up-to-date factual information and materials.
  - 3. An effort to provide positive alternatives to alcohol and other substances use/abuse through the promotion of drug/tobacco/alcohol/inhalant-free special events, service projects and extracurricular activities that will develop a positive peer influence.

POLICY

Draft 03/04/2019

7202 Renumber/Revise 7053

STUDENTS

STUDENT ALCOHOL AND DRUG ABUSE

4. Community education about the issues of alcohol, tobacco, and other substance use/abuse as a basis for providing a consistent message to district youth.

IV. Staff Development

There shall be ongoing training of District staff about the components of an effective alcohol, tobacco, inhalants, drug, and other substances program. Training shall include, but not be limited to, District policies and regulations and the staff's role in implementing such policies, and regulations. Teachers shall be trained to implement the District's K-12 alcohol, tobacco, drugs, inhalants, and other substance prevention curricula; intervention staff shall be suitably trained to carry out appropriate services.

V. Intervention

- A. School-based intervention services shall be made available to all students, grades K-12, and provided by prevention professionals who are appropriately trained in this area. The purpose of intervention is to eliminate any existing use/abuse of alcohol, tobacco, drugs, and other substances and to identify students considered to be at risk for use/abuse.
- B. Intervention programming shall include:
  1. Counseling of students in groups and as individuals on alcohol, tobacco, drugs, and other substance use/abuse. Counselors shall be appropriately trained and skilled school staff assigned for this purpose.
  2. Referring students to community or other outside agencies when their use/abuse of alcohol, tobacco, drugs, and other substances requires additional counseling or treatment. Referral is a key link in school and community efforts and the process is basic to the dissemination of information regarding available counseling and health services;
  3. Providing a supportive school environment designed to continue the recovery process for students returning from treatment. A re-entry program may include continuing student and/or family counseling and emphasizing positive alternatives to alcohol, tobacco, drugs, and other substance use/abuse.
  4. Developing a parent network to serve as a support group and provide a vehicle of communication for parent education;
  5. Ensuring confidentiality as required by state and federal law.



POLICY

Draft 03/04/2019

STUDENTS

7202 Renumber/Revise 7053

STUDENT ALCOHOL AND DRUG ABUSE

VI. Disciplinary Measures

- A. Disciplinary measures for students consuming, sharing and/or selling, using and/or possessing alcoholic beverages, tobacco products, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs shall be outlined in the District's Code of Conduct on ~~School Property Policy 1010 and Regulation 7202.1 7053.1~~ Drugs and Alcohol Detection. 1005

VII. Implementation, Dissemination and Monitoring

- A. It shall be the responsibility of the Superintendent to implement the alcohol, tobacco, drugs, and other substances Board policy by collaboration with school personnel, students, parents/guardians and the community at large.
- B. Additionally, copies of Board policy shall be disseminated to District students, staff, parents/guardians and community members. The Superintendent shall periodically review the drug and alcohol abuse prevention program to determine its effectiveness and support appropriate modifications, as needed.

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Oneida City School District

Legal Ref: 20 USC 7101; NYS Education Law Sections 804, 806, 3028-a; 8 NYCRR 100.2, 1003; Safe Drug Free Schools and Communities Act

Cross Ref: Policies 1011 Community Use of School Facilities, 1010 Code of Conduct, 0025 Tobacco, Nicotine and E-Cigarette Use Prohibited ~~Smoking Tobacco Use, 6013~~ 0021 Drug Free Workplace

Adopted: 04/10/90

Revised: 01/10/12, \_\_\_\_\_



## EXTRA-CURRICULAR PARTICIPATION

It is acknowledged that extra-curricular activities help to further the development of students as responsible citizens. However, it should be considered a student privilege to participate in extra-curricular activities at the Oneida High School and the Otto Shortell Middle School. Student participation carries with it an obligation to act in a responsible manner, since the participating student represents the Oneida High School and the Otto Shortell Middle School. To participate in any extra-curricular activities for the day, the student must be in attendance by 9:30 A.M., unless the student is legally excused.

A student who is a participating member of an extra-curricular (non-creditbearing) club/organization at O.H.S. or O.S.M.S., and who is found in violation of the ~~Student Disciplinary Code~~. Code of Conduct. (see Student Handbook) during school hours or during any school approved activity on or off of school property (athletic contests, dances, field trips, etc.) is subject to the consequences found in the ~~Student Disciplinary Code~~. Code of Conduct. However, this policy may be invoked if a student's pattern of behavior displays frequent violations of the Code. Any misconduct that is in violation of the law at any time or in any location, which results in the arrest of the student participant, may be reason for further disciplinary action to be taken. The determination of use or possession of any alcoholic beverages or illegal or illicit substances may also result in further disciplinary consequences ("In possession of" shall include hosting parties where these substances are present.). The school district will act at the earliest possible opportunity. A committee consisting of the advisor(s) of the extra-curricular activity/activities which the student in participating in and the assistant building principal (or designee) will review the violation and determine the consequences. Parents will be notified of the violation and the student and parents are expected to attend a meeting to discuss the alleged violation. An appeal of the decision may be made within five days to the building principal and to the deputy superintendent or assistant superintendent of schools.

The consequences to the participating student may be one or all of the following:

- Placement on probation for a specified period of time.
- Assignment to perform specified community service.
- Activity Suspension
- Removal from the extra-curricular activity.

This list is not exhaustive nor is it intended to be all-inclusive. The committee may consider the honesty and cooperation of students when assessing the above consequences, with respect to the first infraction.

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Oneida City School District

Adopted: 11/12/02

Revised: 12/14/10, \_\_\_\_\_

# Policy

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ADMINISTRATION

3201

DELETE

## JOB DESCRIPTION: ASSISTANT SUPERINTENDENT FOR INSTRUCTION

### I. Summary:

The Assistant Superintendent shall exercise administrative, supervisory, coordinative, developmental, valuative, and supportive services with respect to instruction and general operations in the Oneida City School District, under the direction of the Superintendent of Schools. In the absence of the Superintendent of Schools, the Assistant shall have general supervisory responsibilities for the school district. This administrative authority shall also apply to support services with respect to elementary and secondary instruction, staff development and pupil services in the Oneida City School District, under the direction of the Superintendent of Schools.

### II. Major Responsibilities

- A. Act for the Superintendent in his/her absence, when so directed, and to represent the administration when the occasion requires.
- B. Assist the Superintendent in the general organization and administration of the schools.
- C. Consult periodically with all departments of the school system.
- D. Assist in the recruitment and selection of professional and non-professional personnel.
- E. Supervise and recommend priorities in curriculum and instructional areas, including selection of instructional materials.
- F. Monitor relations of directors, coordinators, and department chairpersons with principals.
- G. Assist in managing goal-setting priorities for the District and coordination of the District's initiatives.
- H. Coordinate the development and operation of federally-funded programs.
- I. Assist the Superintendent in the preparation of reports, recommendations, and documents requested by the Board of Education.
- J. Prepare policy recommendations as requested by Board of Education.
- K. Assist with negotiations for all District bargaining units.

## POLICY

ADMINISTRATION

3201

### JOB DESCRIPTION: ASSISTANT SUPERINTENDENT FOR INSTRUCTION

- L. Coordinate student attendance, residency, displaced students, transfers, foster placement, and discipline.
  - M. Attend all Board of Education meetings.
  - N. Arrange for the preparation, maintenance, and use of pupil records and student assessment.
  - O. Supervise and recommend development of an effective inservice education program and plan for the instructional staff of the District and serve as liaison with BOCES administrators in developing inservice programs for district teachers.
  - P. Coordinate the integration of instructional programs including instructional plans among the elementary schools and articulate curricula between elementary and secondary grade levels and between the elementary and secondary schools.
  - Q. Supervise and coordinate pupil service programs to include: special education testing and psychological services.
  - R. Serve as the designated liaison with federal authorities for federal grants.
  - S. Perform any duties related thereto.
- III. Organizational Relationships
- A. Maintain a cooperative relationship with administrative staff and faculty.
  - B. Responsible to the Superintendent
- IV. Qualifications
- No person shall be appointed Assistant Superintendent of the Oneida City School District unless he/she meets certification requirements of the State of New York.
- V. Contract
- The Board of Education shall appoint, by Board Resolution a contract for a period not exceeding five (5) years.

POLICY

ADMINISTRATION

3201

JOB DESCRIPTION: ASSISTANT SUPERINTENDENT FOR INSTRUCTION

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Oneida City School District

Adopted: 06/13/94

Revised: 04/19/04, 11/13/18



DELETE

# Regulation

STUDENTS

Draft 03/04/2019

7202.1 Renumber/Revise 7053.1

## DRUGS AND ALCOHOL DETECTION

I. If a student is found consuming, sharing and/or selling, using and/or possessing alcoholic beverages, illegal drugs or paraphernalia for the use of such drugs, prescribed medication that are not his/her own, on any school property, at any school function, or on any school vehicle, the following actions will occur:

- a. the student's parent/guardian will immediately be notified
- b. a report will be made to a law enforcement agency, as appropriate; and
- c. the student will be suspended for up to 5 days.

If a student repeats this violation, the following actions will occur:

- a. the student's parent/guardian will immediately be notified
- b. a report will be made to a law enforcement agency, as appropriate; and
- c. the student will be suspended out of school for 5 days and sent to a Superintendent's Hearing.

II. If a student is found to be selling or distributing alcohol, an illegal drug, or prescribed medication on any school property, at any school function, or on any school vehicle, the following actions will occur:

- a. the student's parent/guardian will immediately be notified
- b. a report will be made to a law enforcement agency, as appropriate; and
- c. the student will be suspended out of school for 5 days and sent to Superintendent's Hearing.

If a student repeats this violation, the following actions will occur:

- a. the student's parent/guardian will immediately be notified
- b. a report will be made to a law enforcement agency, as appropriate; and
- c. the student will be suspended out of school for 5 days and sent to Superintendent's Hearing.

III. If a staff member has reasonable suspicion that a student is consuming, using alcoholic beverages, illegal drugs, prescribed medication that is not his/her own, or possessing any drug paraphernalia on any school property, at any school function or on any school vehicle, the staff member has the right to request that the student take a saliva-based drug test, Breathalyzer, or Alco-sensor test, or to smell the student's breath. The building administrator will make the final determination of the need to administer such test. The building administrator or designee will administer the test. If a student refuses to submit to the request, disciplinary action will be the same as if the student was found guilty.

REGULATION

Draft 03/04/2019

STUDENTS

7202.1 Renumber/Revise 7053.1

DRUGS AND ALCOHOL DETECTION

- IV. Each student is required to keep prescribed medication in the health office during the academic day unless otherwise authorized by a physician (Policy 7102 7054, Student Medications).
- V. Any staff member having reasonable cause to suspect that a student under twenty-one (21) years of age is addicted to a narcotic drug or under the influence of a dangerous drug, who reports such information to the appropriate secondary or elementary school officials pursuant to the school's drug policy, shall have immunity from any civil liability that might otherwise be incurred or imposed as a result of the making such a report.

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Oneida City School District

Adopted: 07/10/07

Revised: 01/10/12, \_\_\_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: BUDGET AMENDMENT – RETIREE PAYMENTS**  
**DATE: JUNE 9, 2020**

In order to pay the retirement incentive to our retiring employees, we need to increase the 2019-2020 general fund budget by an estimated \$276,000. We have the funds for this in our Employee Benefit Accrued Liability Reserve to use for payment of unused sick and vacation time.

**RECOMMENDED ACTION**

**Motion to approve the transfer of an estimated \$276,000 from the Employee Benefit Accrued Liability Reserve to increase the 2019-2020 general fund budget code A2110-400-00-0100.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A \_\_\_\_\_ N \_\_\_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: RETIREMENT INCENTIVE PAYMENTS**  
**DATE: JUNE 9, 2020**

11 number of staff will receive retirement incentives as per contracts which total \$276,774.79.

| <b>Contract</b> | <b># of Staff</b> | <b>Total</b> |
|-----------------|-------------------|--------------|
| OTA             | 8                 | 237,900.00   |
| OSEU            | 3                 | 38,874.79    |
| Bus Drivers     | -                 | 0            |
| Maintenance     | -                 | 0            |

**RECOMMENDED ACTION**

**Motion to approve payments of the retirement incentives as attached.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A \_\_\_ N \_\_\_



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: YEAR END RESOLUTION**  
**DATE: JUNE 9, 2020**

The following resolution is recommended to utilize all remaining funds at year end.

Resolution to appropriate \$2,428,600 of the June 30, 2020 Fund Balance and \$82,500 from reserves for a total of \$2,511,100 to finance the 2020-2021 budget and maintain an estimated unappropriated fund balance of \$2,542,131.

**RECOMMENDED ACTION**

**Motion to approve the resolution to appropriate \$2,428,600 of the June 30, 2020 Fund Balance and \$82,500 from reserves for a total of \$2,511,100 to finance the 2020-2021 budget and maintain an estimated unappropriated fund balance of \$2,542,131.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: GOVERNOR'S EXECUTIVE ORDER 202**  
**DATE: JUNE 9, 2020**

The following resolution is recommended for approval:

**RESOLUTION**

**Whereas**, on March 7, 2020, by Executive Order 202 Governor Andrew Cuomo declared a state of emergency in New York to address the outbreak of COVID-19; and

**Whereas**, by subsequent Executive Orders 202.4, 202.11, 202.13, 202.14, 202.18 and 202.26 ("the Executive Orders"), Governor Cuomo ordered that all schools in New York State be closed through the end of the 2019-2020 school year; and

**Whereas**, the Executive Orders required that schools throughout New York State provide remote, alternative instruction to students during the school closures and on days in which school was not scheduled to be in session pursuant to the 2019-2020 OCSD school calendar approved by the Board of Education; and

**Whereas**, as a result of the inclusion of these previously unscheduled instructional days, OCSD students shall complete the required number of instructional days for the 2019-2020 school year as of June 16, 2020.

**Now therefore**, the Board of Education hereby resolves to amend the 2019-2020 school calendar as follows:

- April 6, April 7, April 8, April 9, April 10, and April 13, 2020 are to be considered student instructional days
- The last day of attendance for all students shall be June 16, 2020

**RECOMMENDED ACTION**

**Motion to approve the submitted.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A \_\_\_ N \_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: 2020-2021 STUDENT PHYSICIAN AGREEMENT**  
**DATE: JUNE 9, 2020**

The Agreement between The Mary Imogene Bassett Hospital and the Oneida City School District for the 2020-2021 school year is attached for your review and approval.

**RECOMMENDED ACTION**

**Motion to approve the Agreement between The Mary Imogene Bassett Hospital and the Oneida City School District for the 2020-2021 school year as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_



Bassett Healthcare Network  
**Bassett Medical Center**

**AGREEMENT BETWEEN  
THE MARY IMOGENE BASSETT HOSPITAL  
AND  
THE ONEIDA CITY SCHOOL DISTRICT**

This Agreement made as of the 05/26/2020, by and between **The Mary Imogene Bassett Hospital, doing business as Bassett Medical Center (formerly Bassett Healthcare) (hereinafter "HOSPITAL")**, One Atwell Road, Cooperstown, New York 13326 and **Oneida City School District, 565 Sayles Street, Oneida, NY 13421 (hereinafter, "SCHOOL DISTRICT")** covers provision of medical services to be provided by the Hospital.

**Terms of Agreement:**

1. The SCHOOL DISTRICT, pursuant to Section 902 of the Education Law and 8 NYCRR Section 136.2 hereby contracts with the HOSPITAL to act as the District's Director of School Health Services for the 2019 – 2020 school year and as renewed in writing between the parties from year to year. As such the HOSPITAL will provide to the SCHOOL DISTRICT services in accordance with law and regulation including, but not limited to, consultation with all of the SCHOOL DISTRICT's medical staff; consultation and advisement on health issues; compliance with reporting requirements in the law and performance of physicals.
2. The HOSPITAL agrees to take medical histories and provide physical exams at the School District facilities for students and athletes enrolled in the SCHOOL DISTRICT'S schools as requested by the School District.
3. SCHOOL DISTRICT will agree to pay the HOSPITAL at the rate of \$5,200 per school year for professional services rendered and:

- Students and Athletes physical examinations at a rate of \$32.00 per physical

(All above services are done by appointment only.)

Payment will be made in monthly installments. Upon submittal of said billing, SCHOOL DISTRICT will submit payment within thirty (30) days.

3. A designee from the HOSPITAL's professional staff will attend Special Education meetings as requested in advance by the Special Education Chairperson.
4. Medical Personnel at the HOSPITAL will provide advice and consultant services to members of the school district administrative staff concerning matters which may impact health-related issues as required by NYS Education Department regulations and/or by request of the SCHOOL DISTRICT, as appropriate, on a timely basis:
  - Consultation with school staff, administrations, school psychologist, parent and other health personnel as requested.



- Assistance with determinations regarding infectious disease policies / procedures, sanitary survey of buildings and determination of health hazards.
  - Provision of educational resources/training to school staff regarding health issues as requested.
  - Joint effort to develop additional resources to benefit health services, health education and disease prevention for school-ages children in the community.
  - Review and sign orders for occupational, physical and speech therapy.
  - Upon request by the SCHOOL DISTRICT, advise and consult with Athletic Placement Process (APP) and the SCHOOL DISTRICT's Concussion Management Team.
5. The HOSPITAL shall not sell or assign its interest in this Agreement without written permission of the SCHOOL DISTRICT.
  6. This Agreement shall run from July 1, 2020 through June 30, 2021 and may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other.
  7. This Agreement in no way establishes an agency relationship between the HOSPITAL and the SCHOOL DISTRICT. Each party shall maintain its independence and separate identity and each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts of the other party. The HOSPITAL and the SCHOOL DISTRICT each shall hold harmless and indemnify the other party and its agents, servants, employees, physicians, officers, directors and trustees from and against any loss, damage, liability or claim (or action in respect thereof) and any cost or expense, including reasonable attorneys' fees in connection with any such loss, damage, liability, claim or action, that it or its agents, servants, employees, physicians, officers, directors or trustees may suffer from any claim, demand, suit or action against it or them by reason of any act or omission on the part of the indemnifying party or its agents, servants, employees, physicians, officers, directors or trustees in connection with or arising out of this Agreement. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice of commencement of any action with respect to which a claim of indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice from the indemnifying party to the indemnified party of its election to assume the defense thereof, the indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof. This paragraph shall survive any termination of this Agreement for any reason.
  8. Insurance:
    - A. The SCHOOL DISTRICT shall maintain comprehensive liability insurance coverage.
    - B. The HOSPITAL shall maintain at its own expense:
      - (i) A commercial general liability policy, including contractual liability coverage in amounts of 2 million dollars per occurrence, 2 million dollars aggregate, in occurrence coverage form, naming the SCHOOL DISTRICT as an additional insured on a primary and non-contributory basis.

- (ii) Workers-compensation coverage on all representatives of the HOSPITAL providing services under this Agreement.
- (iii) Professional liability coverage for each HOSPITAL employee providing services under this Agreement, in amounts of 1 million dollars per occurrence, 3 million dollars aggregate. In the event that the professional liability policy is a claims made policy, the HOSPITAL shall purchase a "tail" policy for a period of no less than five (5) years from the termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.
- (iv) Any other insurance legally required to protect its employees, agents, independent contractors and representatives in the performance of their duties under this Agreement.
- (v) All insurance policies shall be with an insurance company, membership in a reciprocal risk retention group or program of self-insurance or combination thereof reasonably acceptable to the SCHOOL DISTRICT.

The HOSPITAL shall provide the SCHOOL DISTRICT with certificates of insurance regarding all such coverage, which will provide for 30 days advance written notice to the SCHOOL DISTRICT prior to any cancellation, non-renewal or material modification of coverage.

- C. Each party shall have the right to inspect during normal business hours documents in relation to such insurance coverage.
9. The HOSPITAL shall insure that its providers of service to the SCHOOL DISTRICT are not excluded individuals under the Medicare or Medicaid programs and, if any should become excluded, shall immediately notify the SCHOOL DISTRICT and provide any and all information required by the SCHOOL DISTRICT to prevent it from improperly billing the Medicaid or Medicare programs.
  10. The services provided by the HOSPITAL shall comply with all federal, state and local statutes, rules and regulations, including, but not limited to, the requirements in the New York State Education Law for fingerprinting and criminal background checks of its employees working with the SCHOOL DISTRICT's students. Proof of such compliance shall be provided to the SCHOOL DISTRICT before any such employee performs services under this Agreement.
  11. This is the entire Agreement. The terms of this Agreement supersede any oral representations previously made. There shall be no oral modifications of this Agreement, and any modification or amendment of the terms of the Agreement shall not be binding unless executed in writing by the parties hereto.
  12. Notices given under this Agreement shall be sent by first class mail or hand delivery in the case of the HOSPITAL to the attention of its President at One Atwell Road, Cooperstown, New York 13326 and in the case of the SCHOOL DISTRICT to the attention of: Superintendent at The Oneida City School District, 565 Sayles Street, Oneida, NY 13421.



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: 2020-2021 EMPLOYEE PHYSICIAN AGREEMENT**  
**DATE: JUNE 9, 2020**

The Agreement between Dr. Daniel M. Ratnarajah and the Oneida City School District for the 2020-2021 school year is attached for your review and approval.

**RECOMMENDED ACTION**

**Motion to approve the Agreement between Dr. Daniel M. Ratnarajah and the Oneida City School District for the 2020-2021 school year as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_



**Employee Physician Contract**

**Oneida City School District  
565 Sayles Street  
PO Box 327  
Oneida, NY 13421**

In that the Oneida City School District requires the services of one or more competent physicians, duly licensed in the State of New York, we make the following agreement:

Agreement between Dr. Daniel M. Ratnarajah, and the Oneida City School District for Dr. Ratnarajah to provide services as Employee Physician for the 2020-2021 school year.

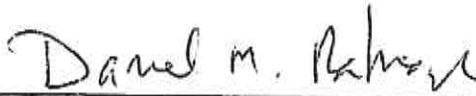
Services to include:

Employee Physicals as required:

Bus Drivers

All such examinations and tests shall be conducted in accordance with the applicable provisions of the Education Law of the State of New York, and the rules and regulations of the Commissioner of Education in New York State.

The Oneida City School District agrees to make payment for services rendered upon receipt of invoice at the rate of \$65.00 per physical for the 2020-2021 school year.



\_\_\_\_\_  
Daniel M. Ratnarajah, M.D.  
Employee Physician  
Oneida Medical Associates  
600 Seneca Street  
Oneida, NY 13421

\_\_\_\_\_  
Mary Margaret Zehr  
Superintendent of Schools  
Oneida City School District  
Oneida, NY 13421

\_\_\_\_\_  
Date

5/6/2020

\_\_\_\_\_  
Date

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: 2020-2021 COOPERATIVE BIDDING SERVICES AGREEMENT**  
**DATE: JUNE 9, 2020**

The attached 2020-2021 Cooperative Bidding Services Agreement between the Oneida City School District and the Madison-Oneida BOCES is submitted for your review and approval.

**RECOMMENDED ACTION**

**Motion to approve the 2020-2021 Cooperative Bidding Services Agreement as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A \_\_\_\_\_ N \_\_\_\_\_

RESOLUTION OF BOARD OF EDUCATION OF  
ONEIDA CITY SCHOOL DISTRICT  
(Regarding Cooperative Bidding)

WHEREAS, it is the plan of a number of public school districts and MADISON-ONEIDA BOCES during the 2020-2021 school year to bid jointly for the purchase of various types of school supplies and school lunch commodities (the "Commodities"); and

WHEREAS, the Oneida City School District ("the School District") is desirous of participating in the joint bidding of the Commodities, as authorized by General Municipal Law, Section 119-0; and

WHEREAS, this Board of Education has received and reviewed an agreement governing its rights and responsibilities should it elect to participate in the joint bidding of the Commodities ("the Agreement"); and

WHEREAS, this Board of Education wishes to appoint a district administrator as a member of a BOCES-wide committee to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to this Board of Education and making recommendations thereof, all in accordance with the board of Education's powers under relevant law and pursuant to the terms of the Agreement;

BE IT RESOLVED, that the Board of Education hereby appoints \_\_\_\_\_ to represent it in all matters related above (the "Committee"); and

BE IT FURTHER RESOLVED, that in accordance with the Agreement, a copy of which is annexed hereto, the Board of Education agrees (1) to assume its equitable share of the costs of the cooperative bidding; (2) to abide by majority decisions of the participating districts on quality standards; (3) to award bid item purchases according to the recommendations of the Committee, unless all bids are rejected; and (4) to negotiate directly with the successful bidder(s) after the awarding of contract(s).

**CERTIFICATION OF DISTRICT CLERK**

I, \_\_\_\_\_, District Clerk of the Oneida City School District Board of Education, hereby certify that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on \_\_\_\_\_, 20\_\_.

DATED \_\_\_\_\_

SIGNATURE \_\_\_\_\_

## COOPERATIVE BIDDING AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the MADISON-ONEIDA BOARD OF COOPERATIVE EDUCATIONAL SERVICES, organized and existing pursuant to Section 1950 of the Education Law, with its officer and principal place of business located at Spring Road, Verona, New York (hereinafter referred to as "BOCES"), and ONEIDA CITY SCHOOL DISTRICT (hereinafter referred to as "the Participant").

### WITNESSETH

WHEREAS, pursuant to Section 119-0 of the General Municipal Law of the State of New York, the BOCES does presently offer a cooperative bidding program in which various school districts and local government entities participate in the bidding and purchase of supplies and equipment on a collective scale, and

WHEREAS, the Participant is a duly qualified municipal corporation as defined by Section 119-n(a) of the General Municipal Law and desires to participate as a member of said cooperative venture, and

WHEREAS, the parties hereto desire to set forth their various rights, duties and responsibilities into an Agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The Participant hereby agrees to utilize the services of the Cooperative Bidding Program of the BOCES for the procurement of various types of school supplies and school lunch commodities for the school year 2020-2021, said time period to extend to June 30, 2021, with the option to renew for an additional one (1) year period only by written mutual consent.
2. The Participant, by and through its Purchasing Department, agrees to act in accordance with the BOCES cooperative bidding procedures. Specifically the Participant agrees to furnish BOCES, if requested and the Participant desires, with an estimated minimum number of units that it wishes to purchase the particular item or items being presented for bid.
3. Specifications shall be developed collaboratively by the Advisory Committee. BOCES shall then include said estimates within its specifications for the purchase of said commodity and advertise for competitive bidding pursuant to the laws of the State of New York relating to public bids and contracts for the purchase thereof. BOCES shall also include within said specifications, where appropriate, the name of the school district and the delivery locations.



4. Upon opening of sealed bid submissions, the Participant shall be entitled to review and analyze the state prices requested. The review is accomplished by a committee of district representatives, each appointed by their respective Boards of Education. Specialty Board items can be reviewed by staff experts of each district, as delegated to the Advisory Committee by the official district representative. If the Cooperative Bidding Coordinator for BOCES received no objection from the Advisory Committee after their analysis of the bids received, then the Participant shall be hereby committed to purchase any quantities of the commodity in question from the Board winning vendor as awarded by the BOCES, based upon the analysis of the Review Committee of district representatives.
5. Upon the award of a bid by the Madison-Oneida Board of Education, a copy of said award shall be mailed to the Participant. Said award shall constitute a commitment from a vendor, thereby permitting the Participant to issue purchase orders for the delivery of the commodity in question in the quantities and at the delivery locations directed by the Participant.
6. The Participant shall not accept and make bid awards for commodities subject to this cooperative bidding independently and on its own behalf during the period in which BOCES is advertising for the same commodities or service except in the case of emergency or hardship.
7. The Participant desires and the BOCES agrees that the School Business Official or other District official of the Participant shall sit as a participating member of the BOCES Advisory Committee for Cooperative Bidding.
8. The terms and conditions of this Agreement and the authority thereof shall be governed by the terms and conditions set forth in Article 5-G, Sections 119-m, et al, of the General Municipal Law of the State of New York.
9. The Participant hereby covenants and agrees to accept sole responsibility for the payment due any vendor for all charges associated with the sale and delivery of those materials requested by the Participant. The Participant further agrees to hold harmless, indemnify, and defend the BOCES from all claims, actions, costs, expenses, and judgments that may arise from the purchases and delivery of the commodity in question for the Participant.
10. The parties hereto covenant and agree that this Agreement, although executed by an authorized representative of the Participant, shall be considered valid only when accompanied by the companion resolution adopted by the Board of Education for the participant authorizing the execution of this Cooperative Bidding Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

MADISON-ONEIDA BOARD OF  
COOPERATIVE EDUCATIONAL SERVICES (BOCES)

---

*District Superintendent*

PARTICIPANT

---

*Superintendent*

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: PROJECT ACCOUNT EXPENDITURES**  
**DATE: JUNE 9, 2020**

We are recommending the approval of the following expenditures from the Oneida Castle Building Sale proceeds project account (H008) in the approximate amount of \$2,027.00.

1. RUUD 3 ton Single-Stage AC Unit

**RECOMMENDED ACTION**

**Motion to approve the expenditure from the Project Account as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_



# QUOTATION

Meier Supply Co., Inc.  
 1409 Oriskany West  
 Utica, NY 13502  
 USA  
 315-732-4077

|                    |        |
|--------------------|--------|
| Order Number       |        |
| 4523244            |        |
| Order Date         | Page   |
| 5/27/2020 11:39:58 | 1 of 1 |

Quote Expires On 6/26/2020

**Bill To:**

Oneida City School District  
 PO Box 327  
 Oneida, NY 13421  
 USA

**Ship To:**

Oneida City School District  
 560 Seneca Street  
 Oneida, NY 13421

315-363-2550

Requested By: Mr. Bernie Sharlette

Customer ID: 113077

| PO Number | Job Name | Ship Route | Taker     |
|-----------|----------|------------|-----------|
|           |          |            | JLEVELLIE |

| Line | Quantities |           |           | UOM<br>Unit Size | Diag. | Item ID<br>Item Description                                                                                 | Pricing<br>UOM<br>Unit Size | Unit<br>Price | Extended<br>Price |  |
|------|------------|-----------|-----------|------------------|-------|-------------------------------------------------------------------------------------------------------------|-----------------------------|---------------|-------------------|--|
|      | Ordered    | Allocated | Remaining |                  |       |                                                                                                             |                             |               |                   |  |
| 1    | 1.00       | 0.00      | 1.00      | EA               |       | RUUD RA1336AJ1NA<br>3 ton 13 SEER Single-Stage 208/230/1/60                                                 | EA<br>1.0                   | 1,107.0000    | 1,107.00          |  |
| 2    | 1.00       | 0.00      | 1.00      | EA               |       | LINE SET 61220300<br>3/8x3/4x30ft 1/2 Insulation<br>A ITEM<br>NEW # 61430200B3B6L                           | EA<br>1.0                   | 100.0000      | 100.00            |  |
| 3    | 1.00       | 0.00      | 1.00      | EA               |       | DISCONNECT 60A NF<br>60A NON-FUSED DISCONNECT<br>Disconnect Box, 60A NonFused 1ph NEMA 3R<br>Pullout A Item | EA<br>1.0                   | 11.0000       | 11.00             |  |
| 4    | 1.00       | 0.00      | 1.00      | EA               |       | RUUD RCF3621STAVUA<br>3 Ton 21" uncased vert/convertible                                                    | EA<br>1.0                   | 344.0000      | 344.00            |  |
| 5    | 1.00       | 0.00      | 1.00      | EA               |       | JB DV-200N<br>7 cfm 2 STAGE W/BALL VALVE<br>7 CPM, 1/2" x 1/4" x 3/8" MFlr Intake Ports A<br>Item           | EA<br>1.0                   | 465.0000      | 465.00            |  |
|      |            |           |           |                  |       | Ordered As: DV-200N                                                                                         |                             |               |                   |  |

Total Lines: 5

**SUB-TOTAL:** 2,027.00  
**TAX:** 0.00  
**AMOUNT DUE:** 2,027.00  
 U.S. Dollars

\* Quotes are valid for 30 days \* No returns on special order or non-stock items \*  
 \* Credit terms are subject to Meier Supply Company credit department approval \*  
 \* 15% re-stock charge applies to return of stock items \*



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: SALARY INCREASE**  
**DATE: JUNE 9, 2020**

We are recommending the approval for a 3% salary increase on base salary only for the 2020-2021 school year for the following personnel:

Bernard Sharlette – Building Maintenance Supervisor  
Michael Klenotiz – Transportation Supervisor  
Karen Brouillette – Head Bus Driver

**RECOMMENDED ACTION**

**Motion to approve the 3% salary increase on base salary only for the 2020-2021 school year as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: SALARY INCREASE**  
**DATE: JUNE 9, 2020**

**AGENDA ADDITION**

We are requesting approval for a 3% salary increase on base salary only for the 2020-2021 school year for the following maintenance personnel:

Travis Campbell  
Christopher Collins  
Ryan Dandignac  
David Durkee  
Logan Schrank

**RECOMMENDED ACTION**

**Motion to approve the 3% salary increase on base salary only for the 2020-2021 school year for the listed maintenance personnel as presented.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: TEXTBOOK FOR REVIEW – EDUCATED**  
**DATE: JUNE 9, 2020**

The Oneida High School is requesting approval for a textbook purchase.

The following textbook is presented for Board review only. The textbook will be presented for approval at a future Board of Education Meeting. The book is available in the District Office for your review.

|                |                                            |
|----------------|--------------------------------------------|
| Title:         | <u>Educated</u>                            |
| Publisher:     | Ransom House                               |
| Copyright:     | 2018;                                      |
| To Be Used By: | Grades 9R (135 copies)<br>\$29.36 per book |

**FOR REVIEW ONLY**

Office of the Superintendent  
 City School District  
 Oneida, NY 13421  
Score Card for Textbooks

|                        |                   |
|------------------------|-------------------|
| Title: <i>Educated</i> | Copies Needed: 35 |
|------------------------|-------------------|

|                                 |                         |
|---------------------------------|-------------------------|
| Author or Editor: Tara Westover | Publisher: Ransom House |
|---------------------------------|-------------------------|

|                      |                           |                     |
|----------------------|---------------------------|---------------------|
| Copyright Date: 2018 | Latest Revision Date: N/A | Price: \$29.36 each |
|----------------------|---------------------------|---------------------|

|                                           |                                 |
|-------------------------------------------|---------------------------------|
| To be used by _____ Eng 9R for book clubs | Level Pupils in Grade _____ 135 |
|-------------------------------------------|---------------------------------|

|                                                                                                        |                       |
|--------------------------------------------------------------------------------------------------------|-----------------------|
| Readability Review                                                                                     | Reviewer: Perma-bound |
| Reading level: <u>6.4</u>                                                                              |                       |
| Of these Pupils <u>5</u> are estimated to be reading one or more grade levels below this level.        |                       |
| Recommendations for use: <u>Gr. 9 and above for content</u> <u>Gr. 6 and above for text complexity</u> |                       |


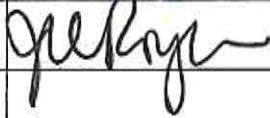
**II. Selector Review (See also pages 2 &3)**

|                                    |                                    |
|------------------------------------|------------------------------------|
| Reviewer: <u>Kelly Laemmermann</u> | Representing <u>ELA</u> Department |
|------------------------------------|------------------------------------|

What provisions will be made for pupils reading one or more grades below reading level of book?  
 scaffolded study guides, cooperative activities, differentiated instruction techniques, etc.

How will this text be used?  
*Educated* presents a variety of social issues applicable to today's society, which will reinforce other areas of the ninth grade curriculum such as the article of the week and the research paper. This text will be offered as one of the choices for our social/cultural issues book club and will serve to include the non-fiction genre. It has: high interest and appeal, readability, lasting themes, and mature concepts applicable to a high school audience.

|  |             |  |
|--|-------------|--|
|  | Recommended |  |
|  | (Approved)  |  |

| III. Recommendation and Approval Routing | Yes | No | Signature                                                                            | Date       |
|------------------------------------------|-----|----|--------------------------------------------------------------------------------------|------------|
| Department Chairperson                   | X   |    | Thomas L. Kirkpatrick                                                                | 05/27/2020 |
| Principal                                |     |    |   | 5/29/20    |
| Curriculum Coordinator                   | X   |    |  | 5/29/20    |
| Superintendent                           |     |    |                                                                                      |            |
| Board of Education                       |     |    |                                                                                      |            |



\*Please submit the original (along with one copy of the book) to the Superintendent no later than the first of the month for review. The Board will review the request and vote at the next monthly board meeting.

Score Card for Textbooks

| A. Content and Method                          | Excellent | Good | Fair | Poor | None | N/A |
|------------------------------------------------|-----------|------|------|------|------|-----|
| 1. Contribution to Intelligent Thinking        | X         |      |      |      |      |     |
| 2. Appeals to Pupils                           | X         |      |      |      |      |     |
| 3. Relation to Course of Study                 | X         |      |      |      |      |     |
| 4. Organization (check each item)              |           |      |      |      |      | X   |
| a. Table of Contents                           |           |      |      |      |      | X   |
| b. Arrangement                                 |           |      |      |      |      | X   |
| c. Development of Ideas                        | X         |      |      |      |      |     |
| d. Paragraph & Sentence Structure              |           | X    |      |      |      |     |
| e. Chapter & Marginal Ideas                    |           | X    |      |      |      |     |
| f. Summaries                                   |           |      |      |      |      | X   |
| g. Provision for Reviews                       |           |      |      |      |      | X   |
| h. Drills and Tests                            |           |      |      |      |      | X   |
| i. Aids                                        |           |      |      |      |      | X   |
| j. Suggestions to Teachers and Pupils          |           |      |      |      |      | X   |
| k. Index                                       |           |      |      |      |      | X   |
| l. Bibliography                                |           |      |      |      |      | X   |
| m. Appendix                                    |           |      |      |      |      | X   |
| 5. Style of Writing                            | X         |      |      |      |      |     |
| 6. Vocabulary                                  |           | X    |      |      |      |     |
| 7. Charts, maps, tables are accurate and clear |           |      |      |      |      | X   |
| 8. Questions: Factual                          |           |      |      |      |      | X   |
| Inductive                                      |           |      |      |      |      | X   |
| Interpretive                                   |           |      |      |      |      | X   |
| B. Physical Features                           |           |      |      |      |      |     |
| 1. General Attractiveness                      | X         |      |      |      |      |     |
| 2. Size of Book                                | X         |      |      |      |      |     |
| 3. Paper                                       |           |      |      |      |      | X   |
| 4. Type                                        | X         |      |      |      |      |     |
| 5. Binding: Durability                         | X         |      |      |      |      |     |
| Color and Design                               | X         |      |      |      |      |     |
| 6. Illustrations & Captions                    |           |      |      |      |      | X   |
| 7. Book Lies Flat When Open                    |           |      |      |      |      | X   |

Score Card for Textbooks

| C. Teacher's Edition                                                                                                                       | Not Available | Yes | No |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----|----|
| 1. Is the teacher's manual written in such a manner as to explain completely the objectives of the individual lessons, units and sections? |               |     |    |
| 2. Are directions provided for the teacher in terms of overall aims and objectives?                                                        |               |     |    |
| 3. Are references listed for teachers in such a manner as to be of maximum use?                                                            |               |     |    |
| 4. If appropriate, are workbooks challenging for the student and do they reinforce major concepts presented by the textbook?               |               |     |    |
| 5. Are workbook materials so organized that student weaknesses in particular areas may be identified?                                      |               |     |    |
| 6. Are appropriate testing materials available to the teacher for an adequate standard program?                                            |               |     |    |
| 7. Are interesting activities suggested which will challenge youngsters to do further research in meaningful areas?                        |               |     |    |
| 8. Is an attempt made by the publisher to keep content material current by the issuance of supplementary bulletins?                        |               |     |    |

D. Other Information

- How does text fit into a sequential development of this subject in grades below and above?  
It meets the NYS CC State Standards
- How closely does this text follow Oneida curriculum? \_\_\_\_\_  
It meets the NYS CC state standards

| In what ways is it different? | How will these areas be handled? |
|-------------------------------|----------------------------------|
| N/A                           | N/A                              |

|                                         |                          |
|-----------------------------------------|--------------------------|
| 3. Name and author of current text: N/A |                          |
| Publisher:                              | Copyright Date:          |
| Adoption Date:                          | Number of Copies on Hand |

- What advantage does this text have over current text? N/A

- Reaction of professional textbook reviews:

**Publishers Weekly**

A girl claws her way out of a claustrophobic, violent fundamentalist family into an elite academic career in this searing debut memoir. Westover recounts her upbringing with six siblings on an Idaho farm dominated by her father Gene (a pseudonym), a devout Mormon with a paranoid streak who tried to live off the grid, kept four children (including the author) out of school, refused to countenance doctors (Westover's mother, Faye, was an unlicensed midwife who sold homeopathic medicines), and stockpiled supplies and

guns for the end-time. Westover was forced to work from the age of 11 in Gene's scrap and construction businesses under incredibly dangerous conditions; the grisly narrative includes lost fingers, several cases of severe brain trauma, and two horrible burns that Faye treated with herbal remedies. Thickening the dysfunction was the author's bullying brother, who physically brutalized her for wearing makeup and other immodest behaviors. When she finally escaped the toxic atmosphere of dogma, suspicion, and patriarchy to attend college and then grad school at Cambridge, her identity crisis precipitated a heartbreaking rupture. Westover's vivid prose makes this saga of the pressures of conformity and self-assertion that warp a family seem both terrifying and ordinary.

#### **School Library Journal Starred Review**

Raised in an alternative Mormon home in rural Idaho, Westover worked as an assistant midwife to her mother and labored in her father's junkyard. Formal schooling wasn't a priority, because her parents believed that public education was government indoctrination and that Westover's future role would be to support her husband. But her older brother's violence and their family's refusal to acknowledge problems at home resulted in the teen contemplating escape through education. Admittance to Brigham Young University was difficult. Westover taught herself enough to receive a decent score on the ACT, but because of her upbringing, she didn't understand rudimentary concepts of sanitation and etiquette, and her learning curve was steep. However, she eventually thrived, earning scholarships to Harvard and Cambridge though she grappled with whether to include her toxic family in her new life. Born in 1986, Westover interviewed family members to help her write the first half. Her well-crafted account of her early years will intrigue teens, but the memoir's second part, covering her undergraduate and graduate experiences in the "real world," will stun them. VERDICT A gripping, intimate, sometimes shocking, yet ultimately inspiring work. Perfect for fans of memoirs about overcoming traumatic childhoods or escaping from fundamentalist religious communities, such as Jeannette Walls's *The Glass Castle* and Ruth Wariner's *The Sound of Gravel*.



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: TEXTBOOK FOR REVIEW – THE POET X**  
**DATE: JUNE 9 2020**

The Oneida High School is requesting approval for a textbook purchase.

The following textbook is presented for Board review only. The textbook will be presented for approval at a future Board of Education Meeting. The book is available in the District Office for your review.

|                |                                            |
|----------------|--------------------------------------------|
| Title:         | <u>The Poet X</u>                          |
| Publisher:     | Harper Collins                             |
| Copyright:     | 2019;                                      |
| To Be Used By: | Grades 9R (135 copies)<br>\$17.59 per book |

**FOR REVIEW ONLY**

Office of the Superintendent  
 City School District  
 Oneida, NY 13421  
Score Card for Textbooks

|                          |                   |
|--------------------------|-------------------|
| Title: <i>The Poet X</i> | Copies Needed: 35 |
|--------------------------|-------------------|

|                                     |                           |
|-------------------------------------|---------------------------|
| Author or Editor: Elizabeth Acevedo | Publisher: Harper Collins |
|-------------------------------------|---------------------------|

|                      |                           |                     |
|----------------------|---------------------------|---------------------|
| Copyright Date: 2019 | Latest Revision Date: N/A | Price: \$17.59 each |
|----------------------|---------------------------|---------------------|

|                                             |                                   |
|---------------------------------------------|-----------------------------------|
| To be used by ___ Eng 9R ___ for book clubs | Level Pupils in Grade ___ 135 ___ |
|---------------------------------------------|-----------------------------------|

|                                                                                                     |                       |
|-----------------------------------------------------------------------------------------------------|-----------------------|
| Readability Review                                                                                  | Reviewer: Perma-bound |
| Reading level: <u>5.2</u>                                                                           |                       |
| Of these Pupils <u>5</u> are estimated to be reading one or more grade levels below this level.     |                       |
| Recommendations for use: ___ Gr. 7 and above for content ___ Gr. 5 and above for text complexity___ |                       |



**II. Selector Review (See also pages 2 &3)**

|                                    |                                    |
|------------------------------------|------------------------------------|
| Reviewer: <u>Kelly Laemmermann</u> | Representing <u>ELA</u> Department |
|------------------------------------|------------------------------------|

What provisions will be made for pupils reading one or more grades below reading level of book? scaffolded study guides, cooperative activities, differentiated instruction techniques, etc.

How will this text be used?  
*The Poet X* presents a variety of social issues applicable to today's society, which will reinforce other areas of the ninth grade curriculum such as the article of the week and the research paper. This text will be offered as one of the choices for our social/cultural issues book club and will serve to include the verse fiction genre. It has: high interest and appeal, readability, lasting themes, and mature concepts applicable to a middle/high school audience.

|  |             |  |
|--|-------------|--|
|  | Recommended |  |
|  | (Approved)  |  |

| <u>III. Recommendation and Approval Routing</u> | Yes | No | Signature                                                                            | Date       |
|-------------------------------------------------|-----|----|--------------------------------------------------------------------------------------|------------|
| Department Chairperson                          | x   |    | Thomas L. Kirkpatrick                                                                | 05/27/2020 |
| Principal                                       |     |    |   | 5/29/20    |
| Curriculum Coordinator                          | X   |    |  | 5/29/20    |
| Superintendent                                  |     |    |                                                                                      |            |
| Board of Education                              |     |    |                                                                                      |            |

\*Please submit the original (along with one copy of the book) to the Superintendent no later than the first of the month for review. The Board will review the request and vote at the next monthly board meeting.

Score Card for Textbooks

| A. Content and Method                          | Excellent | Good | Fair | Poor | None | N/A |
|------------------------------------------------|-----------|------|------|------|------|-----|
| 1. Contribution to Intelligent Thinking        | X         |      |      |      |      |     |
| 2. Appeals to Pupils                           | X         |      |      |      |      |     |
| 3. Relation to Course of Study                 | X         |      |      |      |      |     |
| 4. Organization (check each item)              |           |      |      |      |      |     |
| a. Table of Contents                           |           |      |      |      |      | X   |
| b. Arrangement                                 |           |      |      |      |      | X   |
| c. Development of Ideas                        | X         |      |      |      |      |     |
| d. Paragraph & Sentence Structure              |           | X    |      |      |      |     |
| e. Chapter & Marginal Ideas                    |           | X    |      |      |      |     |
| f. Summaries                                   |           |      |      |      |      | X   |
| g. Provision for Reviews                       |           |      |      |      |      | X   |
| h. Drills and Tests                            |           |      |      |      |      | X   |
| i. Aids                                        |           |      |      |      |      | X   |
| j. Suggestions to Teachers and Pupils          |           |      |      |      |      | X   |
| k. Index                                       |           |      |      |      |      | X   |
| l. Bibliography                                |           |      |      |      |      | X   |
| m. Appendix                                    |           |      |      |      |      | X   |
| 5. Style of Writing                            | X         |      |      |      |      |     |
| 6. Vocabulary                                  |           | X    |      |      |      |     |
| 7. Charts, maps, tables are accurate and clear |           |      |      |      |      | X   |
| 8. Questions: Factual                          |           |      |      |      |      | X   |
| Inductive                                      |           |      |      |      |      | X   |
| Interpretive                                   |           |      |      |      |      | X   |
| B. Physical Features                           |           |      |      |      |      |     |
| 1. General Attractiveness                      | X         |      |      |      |      |     |
| 2. Size of Book                                | X         |      |      |      |      |     |
| 3. Paper                                       |           |      |      |      |      | X   |
| 4. Type                                        | X         |      |      |      |      |     |
| 5. Binding: Durability                         | X         |      |      |      |      |     |
| Color and Design                               | X         |      |      |      |      |     |
| 6. Illustrations & Captions                    |           |      |      |      |      | X   |
| 7. Book Lies Flat When Open                    |           |      |      |      |      | X   |



Score Card for Textbooks

| C. Teacher's Edition                                                                                                                       | Not Available | Yes | No |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----|----|
| 1. Is the teacher's manual written in such a manner as to explain completely the objectives of the individual lessons, units and sections? |               |     |    |
| 2. Are directions provided for the teacher in terms of overall aims and objectives?                                                        |               |     |    |
| 3. Are references listed for teachers in such a manner as to be of maximum use?                                                            |               |     |    |
| 4. If appropriate, are workbooks challenging for the student and do they reinforce major concepts presented by the textbook?               |               |     |    |
| 5. Are workbook materials so organized that student weaknesses in particular areas may be identified?                                      |               |     |    |
| 6. Are appropriate testing materials available to the teacher for an adequate standard program?                                            |               |     |    |
| 7. Are interesting activities suggested which will challenge youngsters to do further research in meaningful areas?                        |               |     |    |
| 8. Is an attempt made by the publisher to keep content material current by the issuance of supplementary bulletins?                        |               |     |    |

D. Other Information

1. How does text fit into a sequential development of this subject in grades below and above?  
It meets the NYS CC State Standards

2. How closely does this text follow Oneida curriculum? \_\_\_\_\_  
It meets the NYS CC state standards

| In what ways is it different? | How will these areas be handled? |
|-------------------------------|----------------------------------|
| N/A                           | N/A                              |

|                                         |                          |
|-----------------------------------------|--------------------------|
| 3. Name and author of current text: N/A |                          |
| Publisher:                              | Copyright Date:          |
| Adoption Date:                          | Number of Copies on Hand |

4. What advantage does this text have over current text? N/A

5. Reaction of professional textbook reviews: See attached reviews.

**Kirkus Reviews**

Poetry helps first-generation Dominican-American teen Xiomara Batista come into her own. Fifteen-year old Xiomara ("See-oh-MAH-ruh," as she constantly instructs teachers on the first day of school) is used to standing out: she's tall with "a little too much body for a young girl." Street harassed by both boys and grown men and just plain harassed by girls, she copes with her fists. In this novel in verse, Acevedo examines the toxicity of the "strong black woman" trope, highlighting the ways

Xiomara's seeming unbreakability doesn't allow space for her humanity. The only place Xiomara feels like herself and heard is in her poetry—and later with her love interest, Aman (a Trinidadian immigrant who, refreshingly, is a couple inches shorter than her). At church and at home, she's stifled by her intensely Catholic mother's rules and fear of sexuality. Her present-but-absent father and even her brother, Twin (yes, her actual twin), are both emotionally unavailable. Though she finds support in a dedicated teacher, in Aman, and in a poetry club and spoken-word competition, it's Xiomara herself who finally gathers the resources she needs to solve her problems. The happy ending is not a neat one, making it both realistic and satisfying. Themes as diverse as growing up first-generation American, Latina culture, sizeism, music, burgeoning sexuality, and the power of the written and spoken word are all explored with nuance. Poignant and real, beautiful and intense, this story of a girl struggling to define herself is as powerful as Xiomara's name: "one who is ready for war."

### **ALA Booklist**

This coming-of-age story from the streets of Harlem centers on Xiomara Barista, a teenage poet seeking to express herself. X has loved writing down her thoughts from an early age. Unfortunately, she doesn't get to share them with her family, due to her mother's strict dedication to making sure X is focused on being a good Catholic girl. When X starts questioning her faith and realizes her brother is hiding his own secrets from their mother, she starts figuring out how she can stand up for herself and her beliefs. The story, though centered around the family drama, explores other poignant themes facing girls today, diving into human sexuality, the psychological impacts of going through an early puberty, and how girls have to fend off advances from men well as the slut-shaming stigma that simultaneously can come from women. Ultimately, though, this is a powerful, heartwarming tale of a girl not afraid to reach out and figure out her place in the world.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: TEXTBOOK FOR REVIEW – THE ABSOLUTELY TRUE DIARY OF A PART-TIME INDIAN**  
**DATE: JUNE 9, 2020**

The Oneida High School is requesting approval for a textbook purchase.

The following textbook is presented for Board review only. The textbook will be presented for approval at a future Board of Education Meeting. The book is available in the District Office for your review.

|                |                                                        |
|----------------|--------------------------------------------------------|
| Title:         | <u>The Absolutely True Diary of a Part-Time Indian</u> |
| Publisher:     | Little, Brown & Co.                                    |
| Copyright:     | 2007;                                                  |
| To Be Used By: | Grades 9R (135 copies)<br>\$20.04 per book             |

**FOR REVIEW ONLY**

Office of the Superintendent  
 City School District  
 Oneida, NY 13421  
Score Card for Textbooks

|                                                               |                   |
|---------------------------------------------------------------|-------------------|
| Title: <i>The Absolutely True Diary of a Part-Time Indian</i> | Copies Needed: 35 |
|---------------------------------------------------------------|-------------------|

|                                  |                                |
|----------------------------------|--------------------------------|
| Author or Editor: Alexie Sherman | Publisher: Little, Brown & Co. |
|----------------------------------|--------------------------------|

|                      |                           |                     |
|----------------------|---------------------------|---------------------|
| Copyright Date: 2007 | Latest Revision Date: N/A | Price: \$20.04 each |
|----------------------|---------------------------|---------------------|

|                                            |                                  |
|--------------------------------------------|----------------------------------|
| To be used by <u>Eng 9R</u> for book clubs | Level Pupils in Grade <u>135</u> |
|--------------------------------------------|----------------------------------|

|                                                                                                        |                       |
|--------------------------------------------------------------------------------------------------------|-----------------------|
| Readability Review                                                                                     | Reviewer: Perma-bound |
| Reading level: <u>4.0</u>                                                                              |                       |
| Of these Pupils <u>5</u> are estimated to be reading one or more grade levels below this level.        |                       |
| Recommendations for use: <u>Gr. 9 and above for content</u> <u>Gr. 4 and above for text complexity</u> |                       |

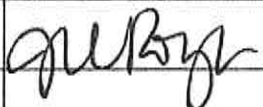
**II. Selector Review (See also pages 2 &3)**

|                                    |                                    |
|------------------------------------|------------------------------------|
| Reviewer: <u>Kelly Laemmermann</u> | Representing <u>ELA</u> Department |
|------------------------------------|------------------------------------|

What provisions will be made for pupils reading one or more grades below reading level of book?  
 scaffolded study guides, cooperative activities, differentiated instruction techniques, etc.

How will this text be used?  
*The Absolutely True Diary of a Part-Time Indian* presents a variety of social issues applicable to today's society, which will reinforce other areas of the ninth grade curriculum such as the article of the week and the research paper. This text will be offered as one of the choices for our social/cultural issues book club and will strike a chord with artistic readers. It has: high interest and appeal, readability, lasting themes, and mature concepts applicable to a high school audience.

|  |             |  |
|--|-------------|--|
|  | Recommended |  |
|  | (Approved)  |  |

| III. Recommendation and Approval Routing | Yes | No | Signature                                                                            | Date       |
|------------------------------------------|-----|----|--------------------------------------------------------------------------------------|------------|
| Department Chairperson                   | x   |    | Thomas L. Kirkpatrick                                                                | 05/27/2020 |
| Principal                                |     |    |                                                                                      |            |
| Curriculum Coordinator                   | X   |    |  | 5/29/20    |
| Superintendent                           |     |    |                                                                                      |            |
| Board of Education                       |     |    |                                                                                      |            |



\*Please submit the original (along with one copy of the book) to the Superintendent no later than the first of the month for review. The Board will review the request and vote at the next monthly board meeting.

Score Card for Textbooks

| A. Content and Method                          | Excellent | Good | Fair | Poor | None | N/A |
|------------------------------------------------|-----------|------|------|------|------|-----|
| 1. Contribution to Intelligent Thinking        | X         |      |      |      |      |     |
| 2. Appeals to Pupils                           | X         |      |      |      |      |     |
| 3. Relation to Course of Study                 | X         |      |      |      |      |     |
| 4. Organization (check each item)              |           |      |      |      |      |     |
| a. Table of Contents                           |           |      |      |      |      | X   |
| b. Arrangement                                 |           |      |      |      |      | X   |
| c. Development of Ideas                        | X         |      |      |      |      |     |
| d. Paragraph & Sentence Structure              |           | X    |      |      |      |     |
| e. Chapter & Marginal Ideas                    |           | X    |      |      |      |     |
| f. Summaries                                   |           |      |      |      |      | X   |
| g. Provision for Reviews                       |           |      |      |      |      | X   |
| h. Drills and Tests                            |           |      |      |      |      | X   |
| i. Aids                                        |           |      |      |      |      | X   |
| j. Suggestions to Teachers and Pupils          |           |      |      |      |      | X   |
| k. Index                                       |           |      |      |      |      | X   |
| l. Bibliography                                |           |      |      |      |      | X   |
| m. Appendix                                    |           |      |      |      |      | X   |
| 5. Style of Writing                            | X         |      |      |      |      |     |
| 6. Vocabulary                                  |           |      | X    |      |      |     |
| 7. Charts, maps, tables are accurate and clear |           |      |      |      |      | X   |
| 8. Questions: Factual                          |           |      |      |      |      | X   |
| Inductive                                      |           |      |      |      |      | X   |
| Interpretive                                   |           |      |      |      |      | X   |
| B. Physical Features                           |           |      |      |      |      |     |
| 1. General Attractiveness                      | X         |      |      |      |      |     |
| 2. Size of Book                                | X         |      |      |      |      |     |
| 3. Paper                                       |           |      |      |      |      | X   |
| 4. Type                                        | X         |      |      |      |      |     |
| 5. Binding: Durability                         | X         |      |      |      |      |     |
| Color and Design                               | X         |      |      |      |      |     |
| 6. Illustrations & Captions                    | X         |      |      |      |      |     |
| 7. Book Lies Flat When Open                    |           |      |      |      |      | X   |

Score Card for Textbooks

| C. Teacher's Edition                                                                                                                       | Not Available | Yes | No |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----|----|
| 1. Is the teacher's manual written in such a manner as to explain completely the objectives of the individual lessons, units and sections? |               |     |    |
| 2. Are directions provided for the teacher in terms of overall aims and objectives?                                                        |               |     |    |
| 3. Are references listed for teachers in such a manner as to be of maximum use?                                                            |               |     |    |
| 4. If appropriate, are workbooks challenging for the student and do they reinforce major concepts presented by the textbook?               |               |     |    |
| 5. Are workbook materials so organized that student weaknesses in particular areas may be identified?                                      |               |     |    |
| 6. Are appropriate testing materials available to the teacher for an adequate standard program?                                            |               |     |    |
| 7. Are interesting activities suggested which will challenge youngsters to do further research in meaningful areas?                        |               |     |    |
| 8. Is an attempt made by the publisher to keep content material current by the issuance of supplementary bulletins?                        |               |     |    |

D. Other Information

- How does text fit into a sequential development of this subject in grades below and above?  
It meets the NYS CC State Standards
- How closely does this text follow Oneida curriculum? \_\_\_\_\_  
It meets the NYS CC state standards

| In what ways is it different? | How will these areas be handled? |
|-------------------------------|----------------------------------|
| N/A                           | N/A                              |

|                                         |                          |
|-----------------------------------------|--------------------------|
| 3. Name and author of current text: N/A |                          |
| Publisher:                              | Copyright Date:          |
| Adoption Date:                          | Number of Copies on Hand |

- What advantage does this text have over current text? N/A
- Reaction of professional textbook reviews: See attached reviews from the Perma-bound website.

**Kirkus Reviews**

Alexie nimbly blends sharp wit with unapologetic emotion in his first foray into young-adult literature. Fourteen-year-old Junior is a cartoonist and bookworm with a violent but protective best friend Rowdy. Soon after they start freshman year, Junior boldly transfers from a school on the Spokane reservation to one in a tiny white town 22 miles away. Despite his parents' frequent lack

of gas money, racism at school and many crushing deaths at home, he manages the year. Rowdy rejects him, feeling betrayed, and their competing basketball teams take on mammoth symbolic proportions. The reservation's poverty and desolate alcoholism offer early mortality and broken dreams, but Junior's knowledge that he must leave is rooted in love and respect for his family and the Spokane tribe. He also realizes how many other tribes he has, from "the tribe of boys who really miss . . . their best friends" to "the tribe of tortilla chips-and-salsa lovers." Junior's keen cartoons sprinkle the pages as his fluid narration deftly mingles raw feeling with funny, sardonic insight. (Fiction. YA)

### **School Library Journal**

Gr 7-10-Exploring Indian identity, both self and tribal, Alexie's first young adult novel is a semiautobiographical chronicle of Arnold Spirit, aka Junior, a Spokane Indian from Wellpinit, WA. The bright 14-year-old was born with water on the brain, is regularly the target of bullies, and loves to draw. He says, "I think the world is a series of broken dams and floods, and my cartoons are tiny little lifeboats." He expects disaster when he transfers from the reservation school to the rich, white school in Reardan, but soon finds himself making friends with both geeky and popular students and starting on the basketball team. Meeting his old classmates on the court, Junior grapples with questions about what constitutes one's community, identity, and tribe. The daily struggles of reservation life and the tragic deaths of the protagonist's grandmother, dog, and older sister would be all but unbearable without the humor and resilience of spirit with which Junior faces the world. The many characters, on and off the rez, with whom he has dealings are portrayed with compassion and verve, particularly the adults in his extended family. Forney's simple pencil cartoons fit perfectly within the story and reflect the burgeoning artist within Junior. Reluctant readers can even skim the pictures and construct their own story based exclusively on Forney's illustrations. The teen's determination to both improve himself and overcome poverty, despite the handicaps of birth, circumstances, and race, delivers a positive message in a low-key manner. Alexie's tale of self-discovery is a first purchase for all libraries.-Chris Shoemaker, New York Public Library Copyright 2007 Reed Business Information.



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: TEXTBOOK FOR REVIEW – DEAR MARTIN**  
**DATE: JUNE 9, 2020**

The Oneida High School is requesting approval for a textbook purchase.

The following textbook is presented for Board review only. The textbook will be presented for approval at a future Board of Education Meeting. The book is available in the District Office for your review.

|                |                                            |
|----------------|--------------------------------------------|
| Title:         | <u>Dear Martin</u>                         |
| Publisher:     | Random House                               |
| Copyright:     | 2018;                                      |
| To Be Used By: | Grades 9R (135 copies)<br>\$15.04 per book |

**FOR REVIEW ONLY**

Office of the Superintendent  
 City School District  
 Oneida, NY 13421  
Score Card for Textbooks

|                           |                   |
|---------------------------|-------------------|
| Title: <i>Dear Martin</i> | Copies Needed: 35 |
|---------------------------|-------------------|

|                             |                         |
|-----------------------------|-------------------------|
| Author or Editor: Nic Stone | Publisher: Random House |
|-----------------------------|-------------------------|

|                      |                           |                     |
|----------------------|---------------------------|---------------------|
| Copyright Date: 2018 | Latest Revision Date: N/A | Price: \$15.04 each |
|----------------------|---------------------------|---------------------|

|                                            |                                  |
|--------------------------------------------|----------------------------------|
| To be used by <u>Eng 9R</u> for book clubs | Level Pupils in Grade <u>135</u> |
|--------------------------------------------|----------------------------------|

|                                                                                                        |                       |
|--------------------------------------------------------------------------------------------------------|-----------------------|
| Readability Review                                                                                     | Reviewer: Perma-bound |
| Reading level: <u>4.8</u>                                                                              |                       |
| Of these Pupils <u>5</u> are estimated to be reading one or more grade levels below this level.        |                       |
| Recommendations for use: <u>Gr. 9 and above for content</u> <u>Gr. 5 and above for text complexity</u> |                       |



II. Selector Review (See also pages 2 & 3)

|                                    |                                    |
|------------------------------------|------------------------------------|
| Reviewer: <u>Kelly Laemmermann</u> | Representing <u>ELA</u> Department |
|------------------------------------|------------------------------------|

What provisions will be made for pupils reading one or more grades below reading level of book?  
 scaffolded study guides, cooperative activities, differentiated instruction techniques, etc.

How will this text be used?  
*Dear Martin* presents a variety of social issues applicable to today's society, which will reinforce other areas of the ninth grade curriculum such as the article of the week and the research paper. This text will be offered as one of the choices for our social/cultural issues book club and will serve to include the realistic fiction genre. It has: high interest and appeal, readability, lasting themes, and mature concepts applicable to a high school audience.

|  |             |  |
|--|-------------|--|
|  | Recommended |  |
|  | (Approved)  |  |

| III. Recommendation and Approval Routing | Yes | No | Signature                                                                            | Date       |
|------------------------------------------|-----|----|--------------------------------------------------------------------------------------|------------|
| Department Chairperson                   | x   |    | Thomas L. Kirkpatrick                                                                | 05/27/2020 |
| Principal                                |     |    |  | 5/29/20    |
| Curriculum Coordinator                   | X   |    |  | 5/29/20    |
| Superintendent                           |     |    |                                                                                      |            |
| Board of Education                       |     |    |                                                                                      |            |

\*Please submit the original (along with one copy of the book) to the Superintendent no later than the first of the month for review. The Board will review the request and vote at the next monthly board meeting.

Score Card for Textbooks

| A. Content and Method                          | Excellent | Good | Fair | Poor | None | N/A |
|------------------------------------------------|-----------|------|------|------|------|-----|
| 1. Contribution to Intelligent Thinking        | X         |      |      |      |      |     |
| 2. Appeals to Pupils                           | X         |      |      |      |      |     |
| 3. Relation to Course of Study                 | X         |      |      |      |      |     |
| 4. Organization (check each Item)              |           |      |      |      |      |     |
| a. Table of Contents                           |           |      |      |      |      | X   |
| b. Arrangement                                 |           |      |      |      |      | X   |
| c. Development of Ideas                        | X         |      |      |      |      |     |
| d. Paragraph & Sentence Structure              |           | X    |      |      |      |     |
| e. Chapter & Marginal Ideas                    |           | X    |      |      |      |     |
| f. Summaries                                   |           |      |      |      |      | X   |
| g. Provision for Reviews                       |           |      |      |      |      | X   |
| h. Drills and Tests                            |           |      |      |      |      | X   |
| i. Aids                                        |           |      |      |      |      | X   |
| j. Suggestions to Teachers and Pupils          |           |      |      |      |      | X   |
| k. Index                                       |           |      |      |      |      | X   |
| l. Bibliography                                |           |      |      |      |      | X   |
| m. Appendix                                    |           |      |      |      |      | X   |
| 5. Style of Writing                            | X         |      |      |      |      |     |
| 6. Vocabulary                                  |           | X    |      |      |      |     |
| 7. Charts, maps, tables are accurate and clear |           |      |      |      |      | X   |
| 8. Questions: Factual                          |           |      |      |      |      | X   |
| Inductive                                      |           |      |      |      |      | X   |
| Interpretive                                   |           |      |      |      |      | X   |
| B. Physical Features                           |           |      |      |      |      |     |
| 1. General Attractiveness                      | X         |      |      |      |      |     |
| 2. Size of Book                                | X         |      |      |      |      |     |
| 3. Paper                                       |           |      |      |      |      | X   |
| 4. Type                                        | X         |      |      |      |      |     |
| 5. Binding: Durability                         | X         |      |      |      |      |     |
| Color and Design                               | X         |      |      |      |      |     |
| 6. Illustrations & Captions                    |           |      |      |      |      | X   |
| 7. Book Lies Flat When Open                    |           |      |      |      |      | X   |



Score Card for Textbooks

| C. Teacher's Edition                                                                                                                       | Not Available | Yes | No |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----|----|
| 1. Is the teacher's manual written in such a manner as to explain completely the objectives of the individual lessons, units and sections? |               |     |    |
| 2. Are directions provided for the teacher in terms of overall aims and objectives?                                                        |               |     |    |
| 3. Are references listed for teachers in such a manner as to be of maximum use?                                                            |               |     |    |
| 4. If appropriate, are workbooks challenging for the student and do they reinforce major concepts presented by the textbook?               |               |     |    |
| 5. Are workbook materials so organized that student weaknesses in particular areas may be identified?                                      |               |     |    |
| 6. Are appropriate testing materials available to the teacher for an adequate standard program?                                            |               |     |    |
| 7. Are interesting activities suggested which will challenge youngsters to do further research in meaningful areas?                        |               |     |    |
| 8. Is an attempt made by the publisher to keep content material current by the issuance of supplementary bulletins?                        |               |     |    |

D. Other Information

- How does text fit into a sequential development of this subject in grades below and above?  
It meets the NYS CC State Standards
- How closely does this text follow Oneida curriculum? \_\_\_\_\_  
It meets the NYS CC state standards

| In what ways is it different? | How will these areas be handled? |
|-------------------------------|----------------------------------|
| N/A                           | N/A                              |

|                                         |                          |
|-----------------------------------------|--------------------------|
| 3. Name and author of current text: N/A |                          |
| Publisher:                              | Copyright Date:          |
| Adoption Date:                          | Number of Copies on Hand |

- What advantage does this text have over current text? N/A
- Reaction of professional textbook reviews: See attached reviews.

**Publishers Weekly**

First-time author Stone explores an African-American student's increasingly intense feelings of displacement in his predominantly white high school in a tense story that will grab readers' attention and make them think. Written as a mixture of script-style dialogues, third-person narrative, and letters to Martin Luther King Jr., the novel explores high school senior Justyce McAllister's confrontations with racism and his search for identity at a prestigious prep school, where he is one of only eight black students. After nearly getting arrested while trying to help his

ex-girlfriend, who is stone drunk and trying to drive herself home, Justyce becomes acutely aware of racial profiling and prejudice close to home. Pushed to the brink of despair when a close friend is shot by a white off-duty police officer, Justyce doesn't know what to do with his anger. Though some characters are a bit one-dimensional (including Justyce's debate partner/romantic interest and the interchangeable bros at his school), this hard-hitting book delivers a visceral portrait of a young man reckoning with the ugly, persistent violence of social injustice. Ages 14-up. Agent: Rena Rossner, Deborah Harris Agency. (Oct.)

**Starred Review ALA Booklist**

\*Starred Review\* Perhaps a bright young man who is fourth in his graduating class, captain of the debate team, and on his way to an Ivy League school shouldn't have too many worries. But Justyce McAllister's grades have no influence on the police officer who handcuffs him while he's trying to help his inebriated ex-girlfriend. The African American teen is shocked and angered when the officer is cleared of all charges, and so he turns to the written work of Martin Luther King Jr. for direction, inspiration, and therapy. He presents a simple question to the late civil rights leader: "What would you do, Martin?" After Justyce witnesses the fatal shooting of his best friend by an off-duty officer, and his name is negatively spread through the media, he begins to withdraw from friends and family, only finding solace in his teacher, new girlfriend, and his continued ruminative letter writing to Dr. King. Stone's debut confronts the reality of police brutality, misconduct, and fatal shootings in the U.S., using an authentic voice to accurately portray the struggle of self-exploration teens like Justyce experience every day. Teens, librarians, and teachers alike will find this book a godsend in assisting discussions about dealing with police, as well as the philosophical underpinnings of King's work. Vivid and powerful.

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: MARY-MARGARET ZEHR**

**RE: COMMITTEE CHAIR REPORTS**

**DATE: JUNE 9, 2020**

The Committee Chair Reports will be presented.

Audit:

Policy:

Curriculum, Instruction  
& Technology

Finance & Facility:

Governance:

**FOR INFORMATION ONLY**

**Policy Committee Meeting Minutes**

**May 13, 2020**

Present: Jennifer Parker, Heather Denby, Mary-Margaret Zehr, Jim Rowley

Absent: Melinda Bowe

**The following policies were approved by the committee and will be presented to the BOE for a first reading:**

- TBA - Education of Homeless Students (District name needs to be filled-in on template)
- TBA - Student Registration and Pre-Registration to Vote (District name needs to be filled-in on template)
- 5002 - District-Wide Safety and Building-Level Emergency Response Plans (following choices made on template: 1.B. - 1<sup>st</sup> option, E. - keep optional language, F. - keep optional language, VI. - keep language)
- 4500 - General Procurement Standards (changed reference to 3/5 to majority)
- 4500.1 - Regulation - Competitive Bidding
- 4500.2 - Regulation - Non-Bid Purchasing
- 4500.3 - Regulation - Procurement of Goods and Services Quote Form
- 4600 - Expense Reimbursements (Employees) - GSA per diem amounts for hotels to be established at later date
- 4601 - Extra-Classroom Activity Funds
- 5401 - Transportation to and from Child Care Locations/Special Transportation Requests
- 1003 - School Volunteers (adjust wording in VII.)
- 1005 - Code of Conduct (changes to DASA coordinators only)
- 1301 - Distribution of Information Throughout the Schools
- 3002.1 - Regulation - Administrative Personnel Chart
- TBA - Job Description - K-12 Executive Principal
- 3207 - Job Description - Administrator for Technology and Special Programs
- 3201 - Job Description - Administrator for Curriculum, Instruction and Assessment
- 4302 - Online Banking Policy
- 4302.1 - Regulation - Online Banking Procedure (minor grammatical errors need to be corrected)
- 4700.1 - Regulation - Cellular Telephone
- 4701.1 - Regulation - Credit Cards
- 5300.1 - Regulation - Regulations for Access to Blocked Internet Sites
- 7008.1 - Regulation - Principals and Procedures for Determining Student Residency
- 7028 - Determination of Student Residency
- 7050 - Safety Policy Statement
- 8301 - Review of Instructional Materials
- 8303 - Review of Exams
- TBD - Policy on Data Security and Privacy
- 7202 Renumber/Revise 7053 - Student Alcohol, Tobacco and Drug Abuse (minor changes I.)
- 7300 - Extra-Curricular Participation

**The following policies were approved by the committee for deletion:**

- 3201 - Job Description - Assistant Superintendent for Instruction
- 7202.1 Renumber/Revise 7053.1 - Regulation - Drugs and Alcohol Detection

**The following policies were tabled by the committee:**

- TBA - Regulation - Parent and Family Engagement Plan (to be reviewed over summer)



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: BOE REPORT**  
**DATE: JUNE 9, 2020**

Mr. Bob Group will give his Board President's Report.

**FOR INFORMATION ONLY**

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: MARY-MARGARET ZEHR**

**RE: COMMITTEE MEETINGS FOR 2020-2021 COMMITTEE MEMBERS**

**DATE: JUNE 9, 2020**

Discussion regarding 2020-2021 Board Committee meeting dates.

**FOR DISCUSSION ONLY**

# BOE committee suggested dates for 2020-2021

| Curriculum-Instruction-Technology<br>4:30 PM | Finance and Facilities- 5:00 PM<br>Governance- 6:00 PM | Policy<br>5:00-6:30 PM |
|----------------------------------------------|--------------------------------------------------------|------------------------|
| <b>BOE meeting nights</b>                    | <b>Wednesdays</b>                                      | <b>Wednesdays</b>      |
| September 8                                  | September 16                                           |                        |
| October 13                                   | October 21                                             | August 26              |
| November 10                                  | November 18                                            | October 28             |
| December 8                                   | December 16                                            | January 27             |
| January 12                                   | January 20                                             | March 31               |
| February 9                                   | February 24                                            | May 26                 |
| March 9                                      | March 17                                               |                        |
| April 20                                     | April 28                                               |                        |
| May 18                                       | May 19                                                 |                        |
| June 8                                       | June 16                                                |                        |

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: RETREAT/PROFESSIONAL LEARNING FOR BOE MEMEBERS**  
**DATE: JUNE 9, 2020**

Discussion regarding retreat/professional learning for Board Members.

**FOR DISCUSSION ONLY**



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: SUPERINTENDENT REPORT**  
**DATE: JUNE 9, 2020**

Ms. Mary-Margaret Zehr will give her Superintendent's Report.

**FOR INFORMATION ONLY**

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: ASSISTANT SUPERINTENDENT FOR FINANCE REPORT**  
**DATE: JUNE 9, 2020**

Mr. Jim Rowley will give his Assistant Superintendent for Finance Report.

**FOR INFORMATION ONLY**