

**DRAFT**

**BOARD AGENDA  
BUSINESS MEETING**

Thursday, September 15, 2022  
7:00 PM In the School Cafeteria

CV-S Central School  
Cherry Valley, NY

**I. OPENING OF MEETING**

A. QUORUM CHECK

B. CALL TO ORDER

C. PLEDGE OF ALLEGIANCE

D. SPECIAL PRESENTATIONS - Community Service, Student Representative, Administration, Board Committee Reports, and the Counseling Department

E. ADDITIONS TO AGENDA

F. CORRESPONDENCE RECEIVED

G. SUPERINTENDENT'S REPORT

H. RECOGNITION OF VISITORS

**II. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL**

III. CONSENT AGENDA ITEMS – Consider motion to approve consent agenda items to include RESOLUTIONS #1-9-2022 through RESOLUTION #22-9-2022

A. RESOLUTION 1-9-2022  
APPROVAL OF MINUTES – August 18, 2022

B. RESOLUTION 2-9-2022  
ACKNOWLEDGE RECEIPT OF TREASURER'S AND FINANCIAL REPORTS – August 2022

C. EQUIPMENT REMOVAL  
RESOLUTION 3-9-2022  
RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, does hereby approve the equipment removal of two pianos with tag #001747 and tag #20190152.

D. TRANSPORTATION CONTRACT  
RESOLUTION 4-9-2022  
RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, does hereby approve the Transportation Contract with ONC BOCES as per Attachment III D.

E. THE VENDOR CONTRACT WITH OPPORTUNITIES FOR OTSEGO, INC.

RESOLUTION 5-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby approve the Extension of Vendor Contract to Provide Meals and/or Snacks for the Opportunities for Otsego, Inc. for the 2022-2023 school years as per Attachment III E.

F. EVALUATION TOOL

RESOLUTION 6-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, does hereby approve The Council of School Superintendents Model Evaluation Version 2014 Superintendent Evaluation tool for the 2022-2023 school year.

G. TEACHER EVALUATION APPR PLAN APPROVAL

RESOLUTION 7-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent does hereby approve the Teacher Evaluation APPR Plan for the 2022-2023 school year. In the event that the State Education Department requests changes in the Annual Professional Performance Review plans submitted by the District, the Board authorizes the Superintendent to modify and resubmit the APPR plan to the State Education Department. The Superintendent shall report the results of the State Education Department's review and the changes made in the plan(s) at the next meeting of the Board.

H. PRINCIPAL EVALUATION APPR PLAN APPROVAL

RESOLUTION 8-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent does hereby approve the Principal Evaluation APPR Plan for the 2022-2023 school year. In the event that the State Education Department requests changes in the Annual Professional Performance Review plans submitted by the District, the Board authorizes the Superintendent to modify and resubmit the APPR plan to the State Education Department. The Superintendent shall report the results of the State Education Department's review and the changes made in the plan(s) at the next meeting of the Board.

I. STUDENT LIAISON

RESOLUTION 9-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby appoint Lydia Lusk as the Board of Education Student Liaison for the 2022-2023 school year.

J. PERSONNEL

RESOLUTION 10-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent does hereby accept the resignation of Tony Trunfio as an Health Teacher effective September 2, 2022.

RESOLUTION 11-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Adrienne Haig to a position as a Long-term Substitute Teacher effective September 1, 2022 until filled and approves her leave of absence as a Licensed Teacher Assistant for the same time period.

RESOLUTION 12-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Brittany Weaver to a position as a Teacher's Aide for a probationary period effective September 6, 2022 through March 6, 2023.

RESOLUTION 13-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Gary Wannamaker to a position as a School Social Worker (an 11 month position) for a probationary period effective October 17, 2022 through April 17, 2023.

RESOLUTION 14-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Rebecca Brown to a position as a Bus Monitor for a probationary period effective September 1, 2022 through March 1, 2023.

RESOLUTION 15-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following curriculum coordinator assignments for the 2022-2023 and 2023-2024 school year: Elementary Math - Colleen Loucks  
Elementary Reading - Somer Timerman and Kaitlin Bullinger  
Other/Essentials - Kelly Oram Secondary Math - Theresa Kilpeck  
Secondary Science - Wade Blanchard Secondary English - Jordan Rhodes  
Secondary Social Studies - Traci Waterman

RESOLUTION 16-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the following coordinator and mentee/mentor pairings for the 2022-2023 school year: Adrienne Haig - Jordan Rhodes

RESOLUTION 17-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following Extracurricular assignments for the 2022-2023 school year:

Vocal Music (Spring Musical) - Richard Lyford All County - Richard Lyford  
Marching Band - Richard Lyford Modified Girls Softball - Brittany Pitonza

RESOLUTION 18-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following After School Program assignments for the 2022-2023 school year:

After School Program Student Peer Mentors - Karis Brodie, Stephanie Whiteman,  
Hope Morrison, Maria Rivera and Nyla Borne

After School Program Activity Leader - Jodi Mravljja, Rebecca Brown and Brittany Pitonza

RESOLUTION 19-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following as Instructional Support Staff Substitutes for the 2022-2023 school year:

Ginger Cummings Keri Constable Corrine Peretin Chelsea Goss Patricia Beckwith  
Michael Cardamone Diane Wells

RESOLUTION 20-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following as an Instructional Substitute for the 2022-2023 school year:

Keri Constable Corrine Peretin Chelsea Goss Patricia Beckwith Diane Wells

RESOLUTION 21-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following as Tellers for the Capital Project (School Based Health Center) Vote to be held on October 4, 2022:

Ruth Schultz - Head Teller Dolores Weeks Kathryn Lane  
Paula Weaver Kathryn Chiba

RESOLUTION 22-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following as a Substitute Teller for the Capital Project (School Based Health Center) Vote to be held on October 4, 2022:

IV. NEW BUSINESS

V. OLD BUSINESS

A. POLICY REVIEW

RESOLUTION 23-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby conduct a second reading of Policies: 0115 Student Harassment and Bullying Prevention and Intervention, 2310 Regular Meetings, 2360 Minutes, 5225 Student Personal Expression, and 5300.30 Prohibited Student Conduct.

RESOLUTION 24-9-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby direct the District Clerk to transmit the NYSSBA updated Policies: 0115 Student Harassment and Bullying Prevention and Intervention, 2310 Regular Meetings, 2360 Minutes, 5225 Student Personal Expression, and 5300.30 Prohibited Student Conduct to the New York State School Boards Association by September 30, 2022.

VI. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL

- Matters leading to the employment of particular individual(s)
- Employment history of particular individual(s) or corporation(s)

VII. ADJOURNMENT



1 9 9 0 0 0  
(SED CODE)

The State Education Department  
Transportation Unit, Room 1075 EBA  
Albany, New York 12234

Form TC  
C \_\_\_\_\_  
Contract Number  
(SED will fill in)

TRANSPORTATION CONTRACT

(Do not use for Addendums or Extensions - See Note on Reverse)

Dr. Jennifer Avery			Tele: 607-286-7715 x. 3325
Contact Person			Email: javery@oncboces.org
Otsego Northern Catskills BOCES			
School District/BOCES			
1914 County Route 35			
Street or P.O. Box			
Milford, New York 13807			
City	State	Zip Code	

Check if applicable:

- Special Education Pupils - Transportation required as a related service.
  - Contract will begin part way through the school year and cost \$20,000 or less.
  - One-month emergency contract- 31 Calendar Days.
  - Contract for bus maintenance only.
- Specifications include:
- District will supply contractor with fuel.
  - Provision for attendants, escorts or monitors.
  - Clause for increasing or decreasing service.

This AGREEMENT made this 12 day of July 2022 by and between

Otsego Northern Catskills BOCES, County of Otsego, N.Y.  
(Name of School District or BOCES)

party of the first part and Cherry Valley-Springfield Central School, party of the second part.  
(Contractor)

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation for children of said district for the period of service to begin

September 01, 2022 and to end June 30, 2023.  
Month Day Year Month Day Year

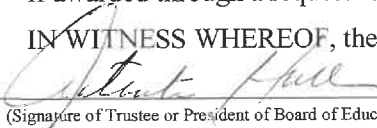
NOW, THEREFORE, the said party of the first part hereby agrees to pay to the said party of the second part the sum of \$ 8,000 or \$ n/a if on a per-bus, per-diem, per-mile or  
(If lump sum contract) (Unit Cost)

other unit cost basis for providing such transportation on a suitable conveyance.

Total Anticipated Annual Cost \$ 8,000

If awarded through a request for proposals, date of request of such proposals n/a (see note on reverse)

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

	Otsego Northern Catskills BOCES, Milford NY 13807
(Signature of Trustee or President of Board of Education)	(Party of the First Part) (Post Office Address)
	Cherry Valley-Springfield CSD Cherry Valley NY 13320
	(Party of the Second Part) (Post Office Address)

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education law and Section 156.12 of Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3625(1) of the Education Law.

Approval Date: \_\_\_\_\_ Filed by:   
(Date of Superintendent's Approval) (Signature of Superintendent of Designee)

SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT. RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS. 08/18





**VENDOR CONTRACT PACKET**  
(When vended meal purchases will be less than or equal to \$250,000 per year)

## **I. Purpose:**

This vendor contract packet was designed to assist sponsoring organizations in purchasing meals and/or snacks for their CACFP programs when the annual value is \$250,000 or less. This packet provides instructions to both the sponsoring organization and vendor on how to complete the contract, contract requirements, and regulatory guidelines. When the annual value is \$250,000 or less, sponsoring organizations may use the “Small Purchase Procedures” to obtain price quotes and service specifications from an adequate number of qualified potential vendors.

## **II. Instructions:**

1. Determine the type and quantities of meals needed (breakfast, AM snack, lunch, PM snack, supper, and/or evening snack).
2. Develop a menu(s) which meets CACFP Meal Pattern requirements.
3. Prepare a description of the items to be purchased and specify all requirements necessary for a vendor to submit a complete and accurate quote. Include details such as estimated quantity of meals and/or snacks required, delivery needs, packing conditions and terms/conditions of the intended agreement.
4. Identify Vendors who may be interested in providing meals by contacting organizations such as local schools, hospitals, day care centers, or businesses such as restaurants or caterers. Using an online search engine may be helpful.
5. To ensure fair competition, provide the same information to each potential Vendor, including:
  - the menu you developed which includes all food components and portion size requirements. Vendors must provide all components with the exception of milk which may be purchased separately by the sponsor. In this case, all Vendors must be informed of the milk exception prior to preparing their quote.
  - copy of the CACFP Meal Pattern requirements
  - estimated number of each type of meal to be delivered daily
  - location where meals will be delivered
  - a copy of CACFP- 142 (Vendor Contract \$250,000 or less) with numbers 2, 4, and 10 completed so the terms of the contract are known
  - final date for receiving price quotes
6. Contact Vendors to obtain price quotes. A minimum of three price quotes are required. Potential vendors must submit quotes based on the menu provided by the sponsor and the price must include: price of food, milk (if applicable), packaging, transportation and all other related costs (e.g. condiments, utensils, etc.).
7. Collect all information and prices provided, whether discussed by telephone, in person or received in writing. At a minimum, the name of the vendor, person spoken to, date, contact phone number and price per meal must be documented.
8. Complete the CACFP-142 following the instructions below:
  - the Sponsor must complete sections 2, 4, and 10, **do not sign page 9**
  - the Vendor must complete sections 1, 6, 7, 8, 9 and sign page 9
9. Evaluate responses to ensure vendors are responsive and responsible.

**VENDOR CONTRACT**  
**\$250,000 or Less**

- To be considered responsive, vendors must show compliance with all the sponsor's terms and conditions. For example, if the vendor submits a menu that is missing meal components, the vendor is not responsive.
  - To be considered responsible, vendors must be capable of performing successfully. For example, if a sponsor calls references and learns that the vendor has a poor track record of on-time deliveries, the vendor would not be considered responsible.
  - Please note, a "cost plus a percentage" method of contracting cannot be used. A cost plus percentage contract is an agreement to reimburse a vendor for expenses plus a specific amount of profit, usually stated as a percentage of the contract.
10. If this is your first contract or if resubmission is required as part of a Corrective Action Plan (CAP), submit to CACFP the documentation listed below:
- the unsigned Vendor Contract \$250,000 or less (CACFP-142)
  - a copy of all price quotes, indicating the selected Vendor
  - four-week menu from the Vendor that meets your Organizations requirements
  - one daily delivery invoice from the selected Vendor
  - health department permit of selected Vendor
- Otherwise continue to number 11 and keep all information on file.
11. Select the Vendor who is the most responsive and possesses the greatest potential to perform successfully under the terms and conditions of the proposed contract with the lowest price. Consideration should include contractor integrity, compliance with policies and procedures, record of past performance, and financial and technical resources. If a sponsoring organization is not selecting the lowest quote, they must clearly document the rationale and select the next lowest bidder. Documentation justifying the determination must be submitted to CACFP. For example, the sponsor has a history of negative experiences with the vendor. 7CFR 226.22(h)(2)
12. Sign the contract and keep the signed copy on file.
13. Manage the contract to ensure you are receiving what was proposed in the contract and the vendor is adhering to the terms, conditions and specifications of the contract. 7CFR 226.22(m)
14. Maintain records to detail the history of a procurement. At a minimum, the records should include the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price. 7CFR 226.22(k)



**VENDOR CONTRACT**  
\$250,000 or Less

To provide a quote on this contract, the Vendor must complete #1, 6, 7, 8, and 9 on pages 4 & 5 and sign page 9.

1. I \_\_\_\_\_ (print name) am the \_\_\_\_\_ (title) of  
Cherry Valley-Springfield Central School (name of Vendor) located at  
597 Co HWY 54, Cherry Valley, NY 13320 (complete address).

Contact Information: Phone # \_\_\_\_\_

Email address \_\_\_\_\_

2. This is a Contract between Opportunities for Otsego (referred to as the Organization)  
and Cherry Valley - Springfield Central School (referred to as the Vendor) to  
provide meals and/or snacks to the following centers:

CACFP Center #	Name of Center	Address of Center	Number of Breakfasts per day	Number of Lunches per day	Number of Suppers per day	Number of Snacks per day
0025	Cherry Valley	597 Co HWY 54, Cherry Valley, NY 13320	20	20		20

Attach additional sheets if necessary

3. The Organization may add or delete centers to this Contract or change any center's delivery address with 30 days' written notice to the Vendor.
4. This Contract is in effect from 09 / 01 /2022 to 06 / 30 /2023 and may be terminated by mutual consent or by either party for reasons of cause with at least 30 days' notice.
- 5.T he Vendor will provide meals and snacks that meet or exceed the CACFP Meal Pattern requirements, Opportunities for Otsego's policies, as well as policy memos issued by NYS CACFP and USDA, the Food Buying Guide for Child Nutrition Programs, and the manual *Crediting Foods in CACFP*. These materials are available from the Organization and CACFP for reference in food preparation and service.
- 6.T he Vendor must provide all components of the meal. However, if the Organization prefers to purchase milk separately, the Vendor may provide a price for the meal without milk. The price per meal, based on the Organization's attached menu, including food, labor, paper products, and delivery is:

Price includes milk		Price does not include milk	
Breakfast	\$ 2.21	Breakfast	\$
Lunch	\$ 4.03	Lunch	\$
Supper	\$	Supper	\$
Snack	\$ 1.18	Snack	\$
<b>Total Price</b>	<b>\$ 7.42</b>	<b>Total Price</b>	<b>\$</b>

7. The Organization is required to pay the Vendor:
- 30 days after services rendered  60 days after services rendered
- other (payment cannot be required in advance) \_\_\_\_\_


**VENDOR CONTRACT**  
**\$250,000 or Less**

8. The number of meals indicated in Question 2 is only an estimate and not a purchase commitment. The Organization may increase or decrease the number of meals by calling the Vendor (choose one):

- by \_\_\_\_\_ am/pm the day before                       48 hours in advance  
 by \_\_\_\_\_ am/pm on the day of service                       other: 30 minutes prior to the service of the meal

9. The Vendor will deliver each meal:  individually packaged (unitized) OR  in bulk  
 at the following times: Breakfast 8:30 am      Lunch 11:30 pm      Snack 2:00 pm.

Meals can not be delivered more than 24 hours in advance without approval from CACFP.

10. If there are specific food items your Organization either requires or will not accept, indicate them on the lines provided:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

11. When an emergency exists that might prevent the Vendor from delivering a meal as specified on the approved menu, the Vendor shall notify the Organization immediately, so substitutions can be agreed upon or the Organization can make alternative arrangements.

12. Meals provided will be prepared in a manner that conserves the nutritive quality of foods at all stages of food preparation, delivery, and service. Preparation and delivery shall meet all state and local health and sanitation requirements.

13. The Vendor has a state or local health department permit for any facility in which meals are prepared. The Vendor will maintain this health certification for the duration of the Contract. The Organization has the right to inspect the Vendor's meal preparation facilities and delivery vehicles.

14. The Organization is not required to pay for meals that:

- do not meet the meal requirements contained in the contract. 7CFR 226.6(i)(7).
- are spoiled or unwholesome at the time of delivery
- have not been prepared or held according to state or local health codes
- are delivered outside of the agreed upon delivery time without permission from the Organization or
- have been changed without agreement by the Organization

15. All meals served under the Program shall meet the requirements of 226.20. 7CFR 226.6(i)(10)

16. For CACFP participants with disabilities, the Vendor will work with the Organization to meet the needs of special diets at no additional cost. In the case of non-disabled CACFP participants, the Vendor will accommodate physician's orders, to the extent practicable, at no additional cost.

17. The Vendor will provide to the Organization:

- daily delivery invoices (see samples on page 10) which describe the actual food items delivered and the quantity of each item. The daily delivery invoice must accompany the delivery of the food and then be signed by an Organization Representative
  - for unitized meals, the invoice will include the portion size of each food item, the number of meals, the date of delivery, and a signature line for the Organization Representative

**VENDOR CONTRACT**  
**\$250,000 or Less**

- for food delivered in bulk, the invoice will include the number and size of servings and the size or weight of cans, boxes, etc., the date of delivery and a signature line for the Organization Representative
  - b. a monthly bill which includes the total number of meals delivered and the unit price per meal
  - c. monthly menus
18. The Vendor will maintain full and accurate records including daily production records, recipes, CN labels for commercially prepared foods, receipts for meal costs, and billing statements which will be available to the Organization and any state or federal official at any reasonable time and place, for three years after the end of the fiscal year to which they pertain (or longer if an audit is in progress).
  19. The terms of this CACFP-142 take precedence over any other verbal or written agreement.
  20. Meals may be added or deleted from this contract with 30 days' written notice to the Vendor. The price per meal for each additional meal opportunity must be submitted to CACFP.
  21. The Organization reserves the right to terminate this contract if the vendor fails to comply with any of the requirements of this contract. The Organization must notify the vendor of specific instances of non-compliance in writing. In instances where the vendor has been notified of noncompliance and has not taken immediate corrective action, the Organization has the right to immediately terminate the contract with written notice. The vendor is liable for any damages incurred by the Organization. The Organization can renegotiate a contract to ensure a fair and reasonable price.
  22. In the event this contract is terminated, the Organization shall be entitled to pursue the same remedies (e.g. legal action) against the vendor as it could pursue in the event of a breach of the contract against the vendor.
  23. The contract may be terminated because of circumstance beyond the control of the vendor.
  24. Prior to the end of the Contract, the Organization purchasing meals may offer to extend the Contract. If so, the Organization and Vendor must sign the CACFP-141 Extension of Vendor Contract to Provide Meals and/or Snacks. The Contract may be extended four times.

**III. General Provisions for all Vendor Contracts:**

1. The contract provides notice of USDA requirements and regulations pertaining to reporting and patent rights under any contract involving research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract, and of USDA requirements and regulations pertaining to copyrights and rights in data. These requirements are found in 2CFR part 200, subpart D and Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and USDA implementing regulations 2CFR part 400 and part 415. All negotiated contracts (except those awarded by small purchases procedures) awarded by institutions shall include a provision to the effect that the institution, FNS, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. Institutions shall require contractors to maintain all required records for three years after institutions make final payment and all other pending matters are closed. 7CFR 226.22(1)(5)
2. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy efficiency conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163). 7CFR 226.22(1)(7).

**VENDOR CONTRACT**  
**\$250,000 or Less****3. Equal Opportunities**

The following clause is applicable unless this contract is exempt under the rules, regulations and relevant Orders of the Secretary of Labor [41 CFR ch.60]

The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendment, and Section 504 of the Rehabilitation Act of 1973, and any additional or amendments.

4. All contracts in excess of \$10,000 are required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR part 60).
5. Where applicable, all contracts awarded by organizations in excess of \$2,500 which involve the employment of mechanics or laborers shall include a provision for compliance with section 103 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330) as supplemented by Department of Labor regulations (29 CFR part 5).
6. **Clean Air, Water Certification and Energy Conservation**  
If this Contract is in excess of \$100,000 the Sponsor and Food Service Management Contract (FSMC) shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857), or the Federal Water Pollution Control Act (33 USC 1369), as amended. Energy Policy and Conservation Act (P.L. 94-163) Institutions shall insert mandatory standards and policies relating to energy efficiency which are contained in the State energy efficiency conservation plan issues in compliance with P.L. 94-163.
7. A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p235), "Debarment and Suspension." Appendix II (H) of 2 CFR 200.
8. **Byrd Anti-Lobbying Amendment**  
Contractors that apply or bid for an award exceeding \$100,000 must disclose lobbying activities and file the required certification attesting that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If no activities occur, the form should not be completed. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis if money is spent on lobbying activities. A copy of the disclosure form is provided, as Appendix A.
9. The organization must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards. 2 CFR 318(a).
10. The organization must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. This includes organizational conflicts of interest if the organization has a non-public parent, affiliate, or subsidiary. 2 CFR 200.318(c).
11. The institution shall establish procurement procedures which provide that proposed procurement actions shall be reviewed by institution officials to avoid the purchase of unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine which



approach would be the most economical. 2 CFR 200.318(d).

12. Organizations shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price. 7 CFR 226.22(k) and 2 CFR 200.318(i).
13. All procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. 2 CFR 200.319(a).
14. Affirmative steps shall be taken to assure that small and minority businesses are utilized when possible. 2 CFR 200.321.

#### **IV. Specific Provisions for Food Service Management Companies:**


Section 226.2 of the CACFP regulations defines a Food Service Management Company (FSMC) as an organization other than a public or private nonprofit school, that an institution contracts with to prepare and deliver meals (with or without milk) for use in the Program.

1. The meals served under the contract shall conform to the cycle menus upon which the bid was based, and to menu changes agreed upon by the institution and the food service management company. 7 CFR 226.6(i)(4)
2. The food service management company shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract. 7 CFR 226.6(i)(7)
3. All meals served under the Program shall meet the requirements of 226.20. 7 CFR 226.6(i)(10)
4. All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the State agency determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the State agency may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the State agency has evidence which indicates that this requirement is necessary to ensure compliance with 226.20. 7 CFR 226.6(i)(11)
5. A FSMC may not subcontract for the total meal, with or without milk, or for the assembly of the meal. 7 CFR 226.21(e).





**VENDOR CONTRACT**  
\$250,000 or Less

<p><b>Certification by authorized representative of the Organization purchasing meals:</b> By signing this agreement the Organization agrees to pay the Vendor for all meals and snacks provided under the terms of this Contract.</p> <p>Signature <u></u></p> <p>Print Name <u>Daniel Maskin</u></p> <p>Title <u>CEO</u></p> <p>Date <u>9 / 6 / 22</u></p>	<p><b>Certification by Vendor representative:</b> By signing this agreement the Vendor agrees to provide the Organization with meals and snacks that meet CACFP requirements under the terms of this Contract.</p> <p>Signature _____</p> <p>Print Name _____</p> <p>Title _____</p> <p>Date ____/____/____</p> <p>Email _____</p>
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**Organization – develop and attach your own menu to provide to the Vendor.**

**Vendor – Attach a copy of the health department permit, a four-week menu and a sample daily delivery invoice.**



**The Daily Delivery Invoice**

The daily delivery invoice (DDI) provides information about meal delivery to the Sponsor and to CACFP. The DDI must be provided daily with the meal and demonstrate that meals meet the CACFP meal pattern requirements.

The format of the DDI may differ, based on whether meals are delivered in unitized containers or in bulk. Regardless of this difference, all DDI's must show the following:

- The name of the Vendor
- The name and address of the Daycare Center receiving meals
- The date of delivery
- The number of meals being delivered
- The type of milk, cereal, fruit, etc. being delivered
- A signature line for the Sponsoring Organization staff receiving meals to sign upon delivery

If meals are <b>delivered in bulk</b> (large containers)	If meals are <b>delivered unitized</b> (one meal per container)
<p>The following must be indicated on the daily delivery invoice:</p> <ul style="list-style-type: none"> <li>• The number of meals delivered</li> <li>• Total amount delivered, the total may be shown as number of servings with serving size, total weight, or unit size of an item.</li> </ul>	<p>The following must be indicated on the daily delivery invoice:</p> <ul style="list-style-type: none"> <li>• The number of meals (containers) being delivered</li> <li>• A detailed list of what each meal includes</li> </ul>
<p>Example:</p> <p>25 lunch meals Total delivered equals:</p> <ul style="list-style-type: none"> <li>• Chicken nuggets – 5 lbs. (alternately DDI could state 25 servings, 3 oz. each)</li> <li>• Raw baby carrots – 7 lbs. (or 25 servings, ¼ cup ea.)</li> <li>• Fresh apples – 8 lbs. (or 25 servings, ¼ cup each)</li> <li>• Whole wheat rolls, 1-16 oz pkg</li> <li>• 1% milk - 1 ½ gallons</li> <li>• 1 bottle ranch dressing</li> </ul>	<p>Example:</p> <p>25 lunch meals, each containing:</p> <ul style="list-style-type: none"> <li>• 6 chicken nuggets (1/2 oz. each)</li> <li>• ¼ cup fresh raw baby carrots</li> <li>• 1 small apple</li> <li>• ½ whole wheat roll (14 grams)</li> <li>• 1/2 pint of 1% milk</li> <li>• Packet of ranch dressing for carrot dip</li> </ul>

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# STUDENT HARASSMENT AND BULLYING PREVENTION AND INTERVENTION

**(X) Required**

( ) Local

(X) Notice

The Board of Education is committed to providing an educational and working environment that promotes respect, dignity and equality. The Board recognizes that discrimination, such as harassment, hazing and bullying, are detrimental to student learning and achievement. These behaviors interfere with the mission of the district to educate its students and disrupt the operation of the schools. Such behavior affects not only the students who are its targets but also those individuals who participate and witness such acts.

To this end, the Board condemns and strictly prohibits all forms of discrimination, such as harassment, hazing and bullying on school grounds, school buses and at all school-sponsored activities, programs and events. Discrimination, harassment, hazing or bullying that takes place at locations outside of school grounds, such as cyberbullying, which creates or can be reasonably expected to create a material and substantial interference with the requirements of appropriate discipline in the operation of the school or impinge on the rights of other students are prohibited, and may be subject to disciplinary consequences.

### *Definitions*

1. **Bullying.** Bullying, under the amended Dignity for All Students Act, has the same meaning as harassment (see below). The accompanying regulation provides more guidance regarding the definition and characteristics of bullying to help the school community recognize the behavior.
2. **Cyberbullying.** Cyberbullying is defined as harassment (see below) through any form of electronic communication.
3. **Discrimination.** Discrimination is the act of denying rights, benefits, justice, equitable treatment or access to facilities available to all others, to an individual or group of people because of the group, class or category to which that person belongs (as enumerated in the *Definitions* section, under Harassment, below).
4. **Hazing.** Hazing is an induction, initiation or membership process involving harassment which produces public humiliation, physical or emotional discomfort, bodily injury or public ridicule or creates a situation where public humiliation, physical or emotional discomfort, bodily injury or public ridicule is likely to occur.
5. **Harassment.** Harassment has been defined in various ways in federal and state law and regulation. The Board recognizes that these definitions are important standards, but the Board's goal is to prevent misbehavior from escalating in order to promote a positive school environment and to limit liability. The Dignity for All Students Act (§§10-18 of Education Law) defines harassment as the creation of a hostile environment by conduct or by threats, intimidation or abuse, including cyberbullying, that (a) has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional or physical well-being; (b) reasonably causes or would reasonably be expected to cause a student to fear for their physical safety; (c) reasonably causes or would reasonably be expected to cause physical injury or emotional harm to a student; or (d) occurs off school property and creates or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property. The harassing behavior

may be based on any characteristic, including but not limited to a person's actual or perceived:

- Race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as but not limited to braids, locks, and twists),
- color,
- weight,
- national origin,
- ethnic group,
- religion,
- religious practice,
- disability,
- sex,
- sexual orientation, or
- gender (including gender identity and expression).

For the purpose of this definition the term "threats, intimidation or abuse" includes verbal and non-verbal actions.

In some instances, bullying or harassment may constitute a violation of an individual's civil rights. The district is mindful of its responsibilities under the law and in accordance with district policy regarding civil rights protections.

In order to streamline the wording of this policy and regulation the term bullying will be used throughout to encompass harassment, intimidation, cyberbullying and hazing behaviors.

#### *Prevention*

The school setting provides an opportunity to teach children, and emphasize among staff, that cooperation with and respect for others is a key district value. A program geared to prevention is designed to not only decrease incidents of bullying but to help students build more supportive relationships with one another by integrating the bullying prevention program into classroom instruction. Staff members and students will be sensitized, through district-wide professional development and instruction, to the warning signs of bullying, as well as to their responsibility to become actively involved in the prevention of bullying before overt acts occur.

Curricular material that raises awareness and sensitivity to discrimination or harassment and civility in the relationships of people of different races, weights, national origins, ethnic groups, religions, religious practices, mental or physical abilities, sexual orientations, sexes or gender expression or identities will be included in the instructional program K-12.

In order to implement this program the Board will designate at its annual organizational meeting a Dignity Act Coordinator (DAC) for each school in the district. One of the DAC's will be designated as the district-wide coordinator whose responsibilities are described in the accompanying regulation. The role of each DAC is to oversee and enforce this policy in the school to which they are assigned.

In addition, the Superintendent will establish a district-wide Task Force, as well as Bullying Prevention Coordinating Committees in each school that will be overseen by the district-wide DAC. Committees will include representation from staff, administration, students and parents. The district-wide task force and the school-level committee will assist the administration in developing and implementing specific prevention initiatives, including early identification of bullying and other strategies. In addition, the program will include reporting, investigating, remedying and tracking allegations of bullying. The accompanying regulation provides more detail on the specific programs and strategies implemented by the district.

#### *Intervention*

Intervention by adults and bystanders is an important step in preventing escalation and resolving issues at the earliest stages. Intervention will emphasize education and skill-building.

Successful intervention may involve remediation. Remedial responses to bullying include measures designed to correct the problem behavior, prevent another occurrence of the behavior and protect the target. Remediation may be targeted to the individual(s) involved in the bullying behavior or environmental approaches which are targeted to the school or district as a whole.

In addition, intervention will focus upon the safety of the target. Staff is expected, when aware of bullying, to report it in accordance with this policy, refer the student to designated resources for assistance, or to intervene in accordance with this policy and regulation.

#### *Provisions for students who do not feel safe at school*

The Board acknowledges that, notwithstanding actions taken by district staff, intervention may require a specific coordinated approach if the child does not feel safe at school. Students who do not feel safe at school are limited in their capacity to learn and reach their academic potential. Staff, when aware of bullying, should determine if accommodations are needed in order to help ensure the safety of the student and bring this to the attention of the DAC. The building principal, other appropriate staff, the student and the student's parent will work together to define and implement any needed accommodations.

The district recognizes that there is a need to balance accommodations which enhance student safety against the potential to further stigmatize the targeted student. Therefore, each case will be handled individually. The student, parent/guardian, and school administration will collaborate to establish safety provisions that best meet the needs of the targeted student. Follow-up discussion and/or meetings will be scheduled, as needed, to ensure that safety concerns have been adequately addressed and to determine when and if accommodations need to be changed or discontinued.

#### *Incident Reporting and Investigation*

Although it can be difficult to step forward, the district can't effectively address bullying if incidents are not reported. Students who have been bullied, parents whose children have been bullied or other students who observe bullying behavior are encouraged and expected to make a verbal and/or written complaint to any school personnel in accordance with the training and guidelines provided. Staff who observe or learn of incident(s) of bullying are required, in accordance with State law, to make an oral report to DAC within one school day and to fill out the district reporting form within two school days. Staff who are unsure of the reporting procedure are expected to ask their supervisors how to proceed. District employees may be deemed to have permitted unlawful discrimination or harassment if they fail to report an observed incident, whether or not the target complains.

At all times, complaints will be documented, tracked and handled in accordance with the regulations and procedures accompanying this policy, or, if applicable, 0100, Equal Opportunity and Nondiscrimination, or 0110, Sexual Harassment and the district's Code of Conduct. The DAC will prepare an annual report for the Superintendent based on complaints filed.

An equitable and thorough investigation will be carried out by DAC in accordance with the accompanying regulation. In addition, the results of the investigation will be reported back to both the target and the accused as specified in the accompanying regulation. If either of the parties disagrees with the results of the investigation, they can appeal the findings in accordance with the regulations that accompany this policy. Verified bullying incidents that meet the criteria established by the state will be included in the statewide reporting system when applicable, in accordance with law and regulation.

The Board will receive the annual VADIR report, as well as any other state-required report relevant to bullying and/or school climate, for each building and for the district as whole. Based on the review of the data, the Board may consider further action, including but not limited to modification of this policy and additional training.

### *Disciplinary Consequences/Remediation*

While the focus of this policy is on prevention, acts of bullying may still occur. In these cases, offenders will be given the clear message that their actions are wrong and the behavior must improve. Student offenders will receive in-school guidance in making positive choices in their relationships with others. If appropriate, disciplinary action that is measured, balanced and age-appropriate will be taken by the administration in accordance with the district's Code of Conduct, as applicable. If the behavior rises to the level of criminal activity, law enforcement will be contacted.

Consequences for a student who commits an act of bullying will be unique to the individual incident and will vary in method and severity according to the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors, and must be consistent with the district's Code of Conduct.

### *Non-Retaliation*

All complainants and those who participate in the investigation of a complaint in conformity with state law and district policies, who have acted reasonably and in good faith, have the right to be free from retaliation of any kind.

### *Training*

The Board recognizes that in order to implement an effective bullying prevention and intervention program, professional development is needed. The Superintendent, the districtwide DAC and the District Professional Development Team will incorporate training to support this program in new teacher orientation and the annual professional development plan, as needed. Training opportunities will be provided for all staff, including but not limited to bus drivers, cafeteria and hall monitors and all staff who have contact with students. The DACs will be trained in accordance with state requirements and will continue their professional development so as to successfully support this policy and program.

### *Dissemination, Monitoring and Review*

This policy, or a plain language summary, will be published in student registration materials, student, parent and employee handbooks, and posted on the district's website. A bullying complaint form will be available on the district's website. The district will ensure that the process of reporting bullying is clearly explained to students, staff and parents on an annual basis.

Each year, as part of the annual review of the Code of Conduct, this policy will be reviewed to assess its effectiveness and compliance with state and federal law. If changes are needed, revisions will be recommended to the Board for its consideration.

The district will ensure that reporting of information to the public in conjunction with this policy will be in a manner that complies with student privacy rights under the Family Educational Rights and Privacy Act (FERPA).

#### Cross-ref:

0100, Equal Opportunity and Nondiscrimination  
0110, Sexual Harassment  
4321, Programs for Students with Disabilities  
5300, Code of Conduct  
5710, Violent and Disruptive Incident Reporting  
9700, Staff Development

#### Ref:

Dignity for All Students Act, Education Law, §§10 – 18  
Americans with Disabilities Act, 42 U.S.C. §§12101 *et seq.*

Title VI, Civil Rights Act of 1964, 42 U.S.C. §§2000d *et seq.*  
Title VII, Civil Rights Act of 1964, 42 U.S.C. §§2000e *et seq.*; 34 CFR §§100 *et seq.*  
Title IX, Education Amendments of 1972, 20 U.S.C. §§1681 *et seq.*  
§504, Rehabilitation Act of 1973, 29 U.S.C. §794  
Individuals with Disabilities Education Law, 20 U.S.C §§1400 *et seq.*  
Executive Law §§290 *et seq.* (New York State Human Rights Law)  
Education Law §§313(3); 3201; 3201-a  
8 NYCRR §§100.2(c), (l), (jj), (kk); 119.6  
*Tinker v. Des Moines Independent Community School Dist.*, 393 US 503, (1969)  
*Mahanoy Area School District v. B.L.*, 594 U.S. (2021)  
*Pollnow v. Glennon*, 594 F.Sup. 220, 224 *aff'd* 757 F.2d. 496  
*Zeno v. Pine Plains* 702 F3rd 655 (2<sup>nd</sup> Cir. 2012)  
*Cuff v. Valley Central School District* F3rd 109 (2<sup>nd</sup> Cir 2012)  
*Davis v. Monroe County Board of Education*, 526 U.S. 629 (1999)  
*Gebser v. Lago Vista Independent School District*, 524 U.S, 274 (1998)  
*Faragher v. City of Boca Raton*, 524 U.S. 775 (1998)  
*Burlington Industries v. Ellerth*, 524 U.S. 742 (1998)  
*Oncale v. Sundowner Offshore Services, Inc.*, 523 U.S. 75 (1998)  
*Franklin v. Gwinnett County Public Schools*, 503 U.S. 60 (1992)  
*Meritor Savings Bank, FSB v. Vinson*, 477 U.S. 57 (1986)  
*Appeal of K.S.*, 43 Ed. Dept. Rep. 492  
*Appeal of Ravick*, 40 Ed. Dept. Rep. 262  
*Appeal of Orman*, 39 Ed. Dept. Rep. 811

Adoption Date:

Classification:

Revised Dates: ; **09.22**





## REGULAR MEETINGS

- Required  
 Local  
 Notice

In order to perform its duties in an open and public manner, and in accordance with state law, the Board of Education ~~shall~~ will hold regular business meetings once a month.

The time, dates and place of regular Board of Education meetings will be established at the annual organizational meeting. In the event that the day appointed for a regular meeting falls on a legal holiday, the meeting will be rescheduled. All regular Board meetings are open to the public. The district will make all reasonable efforts to ensure that the meeting facility provides barrier-free access to the physically handicapped, and accommodates all members of the public who wish to attend.

The district will comply with applicable notice requirements (see policy 2340). Videoconferencing of Board meetings is addressed in policy 2325.

In addition to the members of the Board, the following individuals will regularly attend the business meetings of the Board: Superintendent of Schools, and other specified personnel as deemed necessary.

Cross-ref:

2210, Board Organizational Meeting  
2325, Videoconferencing of Board Meetings  
2340, Notice of Meetings  
2360, Minutes

Ref:

Public Officer's Law §§102; 103; 104

Adoption Date:

Classification:

Revised Dates: ; **09.22**



## MINUTES

- Required
- Local
- Notice**

The Board of Education believes that open and accurate communication regarding its internal operations enhances the district's public relations program and provides a record of the district's progress towards its annual goals. Therefore, the Board will maintain a complete and accurate set of minutes of each meeting, in accordance with law.

The minutes will constitute the official record of proceedings of the Board and will be open to public inspection must include the following if the district maintains and regularly updates a website using a high-speed internet connection: and posted on the district website within one week of executive sessions and within two weeks of all other meetings. Minutes which have not been approved by the Board within this time frame will be marked, "DRAFT." A draft of the minutes of each meeting will be forwarded to each member of the Board not later than the time the agenda for the next meeting is disseminated.

The District Clerk will be responsible for taking the minutes, and will present the draft minutes to the Board President within two weeks of the meeting. The minutes will conform to an established format.

All motions, proposals, resolutions, and any other matters formally voted upon by the Board will be recorded in Board minutes. In recording such votes, the names of the Board members will be called in alphabetical order, and the record will indicate the final vote of each Board member.

If a Board member is not present at the opening of a meeting, the subsequent arrival time of such member will be indicated in the minutes. The minutes of any meeting involving videoconferencing under extraordinary circumstances will include which Board members participated remotely.

Unabridged video or audio recordings, or unabridged written transcripts, can be used as minutes and made available to the public as such.

Ref:  
Open Meetings Law, Public Officers Law §§103-a; 106  
Freedom of Information Law, Public Officers Law §§84 et seq.  
Education Law §2121

Adoption Date:  
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Revised Dates: ; **09.22**



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## PROHIBITED STUDENT CONDUCT

**(X) Required**

- Local  
 Notice

The Board of Education expects all students to conduct themselves in an appropriate and civil manner, with proper regard for the rights and welfare of other students, district personnel and other members of the school community, and for the care of school facilities and equipment with the goal of making school a community free of violence intimidation, bullying, harassment, and discrimination. Exclusion from the school environment and suspension will only be used when necessary to protect the safety of students and staff or when all other measures have been exhausted.

The best discipline is self-imposed, and students must learn to assume and accept responsibility for their own behavior, as well as the consequences of their mistakes or misbehavior. District personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on educating students so that they may learn from their behavior and grow in self-discipline.

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

Students may be subject to disciplinary action, up to and including, in extreme or repeated occurrences, suspension from school, when they:

- A. Engage in conduct that is disorderly. Examples of this type of behavior include, but are not limited to:
1. Running or otherwise unsafe behavior in hallways.
  2. Making unreasonable noise.
  3. Using language or gestures that are profane, lewd, vulgar or abusive.
  4. Obstructing vehicular or pedestrian traffic.
  5. Engaging in any willful act which disrupts the normal operation of the school community.
  6. Trespassing. Students are not permitted in any school building, other than the one they regularly attend, without permission from the administrator in charge of the building.
  7. Computer/electronic communications misuse, including any unauthorized use of computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of the district's acceptable use policy.
- B. Engage in conduct that deliberately goes against what a student has been asked to do or where they are supposed to be at any given time. This behavior is considered insubordinate. Examples of this type of behavior include, but are not limited to:
1. Failing to comply with the reasonable directions of teachers, school administrators or other school employees in charge of students or otherwise demonstrating belligerence or disrespect.
  2. Lateness for, missing or leaving school without permission.

3. Skipping detention.

- C. Engage in conduct that prevents others from being able to learn, focus, or be engaged in their work. This behavior is considered disruptive. Examples of this type of behavior include, but are not limited to:
1. Inappropriate public sexual contact.
  2. Display or use of personal electronic devices, such as, but not limited to, cell phones, music or video players, cameras, in a manner that is in violation of district policy.
- D. Engage in conduct that is violent. Examples of this type of behavior include, but are not limited to:
1. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon a teacher, administrator, other school employee, another student or any other person lawfully on school property.
  2. Possessing a weapon. Authorized law enforcement officials are the only persons permitted to have a weapon in their possession while on school property or at a school function.
  3. Displaying what appears to be a weapon.
  4. Threatening to use any weapon.
  5. Intentionally damaging or destroying the personal property of a student, teacher, administrator, other district employee or any person lawfully on school property, including graffiti or arson.
  6. Intentionally damaging or destroying school district property.
- E. Engage in any conduct that endangers the safety, physical or mental health or welfare of others. Examples of such this type of behavior include, but are not limited to:
1. Attempting to engage in or perform an act of violence noted in Section D.
  2. Subjecting other students, school personnel or any other person lawfully on school property or attending a school function to danger by recklessly engaging in conduct which creates a substantial risk of physical injury.
  3. Stealing or attempting to steal the property of other students, school personnel or any other person lawfully on school property or attending a school function.
  4. Defamation, which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them.
  5. Discrimination, which includes using race (including traits historically associated with race, such as hair texture and protective hairstyles like braids, locks, and twists), color, creed, national origin, ethnic group, religion, religious practice, sex, gender (identity and expression), sexual orientation, weight or disability to deny rights, equitable treatment or access to facilities available to others.
  6. Harassment (or Bullying), is the creation of a hostile environment by conduct or threats, intimidation or abuse. (See policy 0115, Student Harassment and Bullying Prevention and Intervention for a more complete definition.)
  7. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.
  8. Hazing, which includes an induction, initiation or membership process involving harassment (see policy 0115 for a more complete definition).
  9. Selling, using, distributing or possessing obscene material.
  10. Using vulgar or abusive language, cursing or swearing.
  11. Smoking a cigarette, cigar, pipe, electronic cigarette (i.e., vape), or using chewing or smokeless tobacco, or smoking/vaping/ingesting cannabis or concentrated cannabis (includes cannabis products) or smoking cannabinoid hemp (except for lawful medical cannabis use in compliance with state law and regulation).
  12. Possessing, consuming, selling, offering, manufacturing, distributing or exchanging alcoholic beverages or illegal substances, or being under the influence of either.

"Illegal substances" include, but are not limited to, inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, and any synthetic version thereof, whether specifically illegal or not, commonly referred to as "designer drugs" which are substances designed and synthesized to mimic the intended effects and usages of, which are chemically substantially similar to, illegal drugs, which may or may not be labeled for human consumption.

13. Inappropriately using or sharing prescription and over-the-counter drugs.
14. Gambling.
15. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner.
16. Initiating a report warning of fire or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
17. Knowingly making false statements or knowingly submitting false information to school staff during a disciplinary process.

F. Engage in misbehaviors otherwise prohibited by sections A-E of this section while on a school bus and to remain seated, keep objects and body parts inside the bus, obey the directions from the bus driver or monitor. It is crucial for students to behave appropriately while riding on district buses, to ensure their safety and that of other passengers and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Excessive noise, pushing, shoving and fighting will not be tolerated.

G. Engage in any form of academic misbehavior. Examples of academic misbehavior include, but are not limited to:

1. Plagiarism.
2. Cheating.
3. Copying.
4. Altering records.
5. Assisting another student in any of the above actions.

H. Engage in off-campus misbehavior that interferes with or can reasonably be expected to substantially disrupt the educational process in the school or a school function. Such misbehavior includes threatening or harassing students or school personnel through any means off-campus, including cyberbullying (for a complete definition of harassment, bullying and cyberbullying refer to policy 0115, Student Harassment and Bullying Prevention and Intervention).

Ref:  
Education Law §§10 – 18 (Dignity for All Students Act)  
*Mahanoy Area School District v. B.L.*, 594 U.S. (2021)

Adoption Date:  
Classification:  
Revised Dates: ; **09.22**

