

EASTPORT-SOUTH MANOR CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION

Nicholas Vero, President • Cheryl Hack, Vice President
Marie Brown • Marion Diener • Jeffrey Goldhammer • Karen Kesnig • Danielle Warsaw

Sharon P. Murray, District Clerk

Patrick K. Brimstein, Ed.D., Superintendent of Schools

Stuart Berman, District Treasurer



Timothy Laube, Assistant Superintendent for Business & Operations
Linda A. Weiss, Assistant Superintendent for Personnel and Accountability



MEETING AGENDA Board Room - Junior-Senior HS

**December 14, 2018
7:00 P.M.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE – Eastport Elementary Students

PRESENTATIONS

- A. Student Ambassador Sabrina Schumacher
- B. EES/DAS Music Lessons – Mr. Steimel and Dr. Christie

ACCEPTANCE OF MINUTES

- A. November 14, 2018 Regular Meeting
- B. November 26, 2018 Special Meeting

REPORTS/ANNOUNCEMENTS – SUPERINTENDENT OF SCHOOLS

PUBLIC PARTICIPATION – 1ST INVITATION

Please Note: This is the opportunity for persons who wish to speak or who have written letters to the board regarding topics that are included on this agenda. Speakers are asked to keep their comments brief, and to speak for no longer than five minutes.

AREAS OF OPERATION

- A. Business Report
 - 1. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education approve the 2019/2020 Budget Calendar.
 - 2. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education approve the budget adjustments to the following codes for donations that were approved at a prior board meeting:

To Account Code	Description	Amount
A5540.410-HS-0000	Transportation	\$ 7,459.95
A5540.410-TA-0000	Transportation	\$ 1,027.04
A9020.800-00-0000	TRS	\$ 225.25
A9030.800-00-0000	SS/MEDI	\$ 228.94
A2815.140-00-0000	Sub Nurse	\$ 367.00
A2850.150-00-CHAP	Chaperone	\$ 276.02
A2850.150-00-0000	Chaperone/Teacher Cost	\$ 1,845.00
A2110.140-00-0000	Sub Teacher Cost	\$ 524.67
A2110.400-HS-OTHT	Contractual Fee	\$ 710.00
	TOTAL	\$ 12,663.87

B. Curriculum and Instruction Report

1. Elementary Performance Data – Mr. Frankel

C. Personnel Report

1. Resignations – 9
2. Leave of Absence – 9
3. Appointments
 - a. Permanent Substitute Teacher – 2
 - b. Per Diem Substitute – 7
 - c. Civil Service – 4
4. Extra Curricular Activities – 11
5. Interscholastic Appointment – 1
6. Supplemental Pay – 12
7. Student Teacher/Observer/Internship - 1
8. **BE IT HEREBY RESOLVED**, upon the recommendation of the Superintendent that the Board of Education approve the Benefits Agreements for the 2018/2019 school year with the following school administrators:
 - Tim Laube, Assistant Superintendent for Business and Operations
 - Linda A. Weiss, Assistant Superintendent for Personnel and Accountability
9. **BE IT HEREBY RESOLVED**, upon the recommendation of the Superintendent that the Board of Education hereby recalls the employment of the following individual from the preferred eligibility list for Clerk Typist, effective January 3, 2019.

Sheree Ugenti-Jones

OLD BUSINESS

- A. Junior-Senior High School Extra Curricular Clubs

NEW BUSINESS

- A. BE IT HEREBY RESOLVED, the Board of Education hereby adopts the following Board of Education Goals for the 2018/2019 school year:

Learning Culture

The Board of Education acknowledges the need to improve the environment where all children learn while continuing to address their social, emotional, physical, and intellectual development.

Fiscal Sustainability

The Board of Education working with administration will cultivate an environment of fiscal responsibility working within our district as well as reaching out to our local and state representatives.

Community Connection

The Board of Education recognizes the need to involve our community in the culture of our schools. It will hold open meetings which will provide pertinent information to the community.

- B. RESOLVED, that pursuant to Section 72 of the Civil Service Law, the employee named in executive session and referred to as Employee "A" is hereby directed to appear for a medical examination in the office of Christina Conciatori-Vaglica, MD at the date and time scheduled by the Superintendent of Schools, or designee, and it is

FURTHER RESOLVED, that Mark Arland of The IMA Group is hereby appointed as medical inspector selected through the Suffolk County Civil Service Commission pursuant to Section 72 of the Civil Service Law in order to evaluate said employee's ability to perform her clerical duties.

- C. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education approve Debbie Martino as a CPR Instructor for the 2018/2019 school year at a rate of \$40.00 per hour, not to exceed twenty (20) hours.
- D. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of education approve the Health & Welfare Services Contract for the 2018/2019 school year with West Islip School District for students attending private and/or parochial school in their district and authorizes the Board President or designee to sign on behalf of the District.
- E. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education hereby accepts the donation of \$325.00 from the Kiwanis Club of Greater Westhampton NY, Inc., with said funds to be allocated to the ESM JSHS Student Council Activity Account.

- F. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education accept the donation of \$2,096.98 from the Eastport Tuttle PTO which covers the costs of the TAS second grade field trip to the Smithtown Historical Society, and

BE IT FURTHER RESOLVED, the donation be allocated as a budget adjustment as follows:

To Account Code	Description	Amount
A5540.410-TA-0000	Transportation	\$ 995.98
A2815-140-00-0000	Sub Nurse	\$ 1,101.00
	TOTAL	\$ 2,096.98

- G. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education accept the donation of \$880.52 from the South Manor PTA which covers the costs of the SSS kindergarten class field trip to the Westhampton Beach Theatre, and

BE IT FURTHER RESOLVED, the donation be allocated as a budget adjustment as follows:

To Account Code	Description	Amount
A5540.410-SS-0000	Transportation	\$ 513.52
A2815-140-00-0000	Sub Nurse	\$ 367.00
	TOTAL	\$ 880.52

- H. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education approve the overnight field trip for the Wind Ensemble and Concert Choir Spring Competition in Boston, MA, from April 25 to April 28, 2019, with said costs to be paid by booster club donations.

- I. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education approve the overnight field trip for three students to compete at the All Eastern United States Honors Ensembles in Pittsburgh, PA, from April 4 to April 7, 2019.

- J. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education approve the overnight field trip for the Varsity Wrestling Team to compete in the 2019 Eastern States Wrestling Classic in Loch Sheldrake, NY from January 10 to January 12, 2019, at no cost to the district, and

FURTHER BE IT RESOLVED, that the Board of Education acknowledges that the ESM Wrestling Booster Club paid the \$500.00 participation fee for students to participate.

- K. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education declare the following materials and/or equipment as obsolete:

Special Education Department

One box of testing materials – Test of Written Language – Second Edition
 WJ III Compuscore Profiles Program CD-ROM'S

STUDENT SERVICES

- A. Acknowledge receipt and review of recommendations from the Committees on Special Education.

POLICY

- A. Second Reading – Policy No. 0110, Sexual Harassment
- B. First Reading – Policy No. 8505, “Charging” School Meals and Prohibition Against Shaming

BOARD COMMITTEE REPORTS

- Budget Advisory Committee
- Health & Safety Committee
- Facilities Committee
- Legislative Committee
- Policy Review Committee
- Security Committee

COMMUNICATIONS ACKNOWLEDGEMENT

- Claims Audit Report for October from Nawrocki Smith
- Warrants including Revenue Budget Status & Appropriation Status Reports as of 12/06/19
- SCOPE Fall 2018 Forum Newsletter
- NSSBA Conference – Long Island Public Schools Meet the Challenges of Shifting Political and Educational Landscapes
- Longwood Regional Legislative Breakfast
- NYSSBA Advocacy Update
- Section XI correspondence – Emergency Event Management Course
- ES BOCES Highlights
- ESM Junior Parent Night

GENERAL DISCUSSION

- Book Lending Library – Eastport Girl Scout Troop 3200

ESM PRIDE

PUBLIC PARTICIPATION – SECOND INVITATION

DATES TO REMEMBER

December 13 th	JH Winter Concert (Instrumental) & JH Art Show – 6:00 PM
December 14 th	SEPTO Holiday Social – 5:00 PM @ EES
December 17 th	ESMCA Meeting – 7:00 PM @ JSHS
December 18 th	HS Winter Concert II & HS Art Show – 7:00 PM
December 19 th	JH Winter Concert (Choral) & Art Show – 6:00 PM
December 24 th to January 1 st	SCHOOLS CLOSED – Winter Recess
January 3 rd	ESMPTSO Meeting – 6:30 PM @ JSHS
January 8 th	ESM Music Booster Club Meeting – 7:00 PM
January 9 th	JSHS Early Dismissal – Teacher/Parent Contact Board of Education Meeting – 7:00 PM <i>Executive Session anticipated to begin at 5:30 PM</i>

ADJOURNMENT

*The Board of Education and Administration
would like to wish you and your family
a wonderful holiday season
and a Happy New Year*

Regular Board of Education Meeting November 14, 2018

A regular meeting of the Board of Education of the Eastport-South Manor Central School District, Suffolk County, New York, was held in the Board Meeting Room, Eastport-South Manor Jr. Sr. High School, Manorville, New York on **November 14, 2018**.

Board of Education Members present: Mrs. Marie Brown (left at 7:50 p.m.), Mrs. Marion Diener, Mr. Jeffrey Goldhammer, Mrs. Cheryl Hack, Mrs. Karen Kesnig, Mr. Nicholas Vero, Mrs. Danielle Warsaw.

Also Present: Patrick Brimstein, Superintendent of Schools, Timothy Laube, Assistant Superintendent for Business and Operations; Linda Weiss, Assistant Superintendent for Personnel and Accountability; Sharon Murray, District Clerk

The meeting was called to order.

EXECUTIVE SESSION

MOTION made by Marion Diener, seconded by Marie Brown for the Board to enter into executive session at 5:30 p.m. for the purpose of discussing negotiations.

Vote: Yes – 7, No – 0.

MOTION made by Cheryl Hack, seconded by Marie Brown for the Board to reconvene to public session at 7:00 p.m.

Vote: Yes – 7, No – 0.

The Pledge was led by South Street second grade students Jaxson Aucello, Jayden Bloxon, Rebecca Campos, Jackson Ehrman, Brayden Fuchs, Elias Genovese, Amber Kayte, Audrey Kling, Aaliyah Parris, Vincent Marcotrigiano, Darielle Radzinsky, Lindsey Retus, Evan Ringhiser, Jace Saccente, Dylan Samuel, Everett Schupp, Aliyah Soler, Cole Spano, Isabelle Wahl, Becky Walsh, Colette Disidore, Alexis Walker, Jake Vlasak led the Pledge of Allegiance and presented how they used a mentor text – Gooney Bird and the Room Mother.

PRESENTATION

Student Ambassador Paige Vinch reported on the JSHS events and accomplishments for the past month and the upcoming events for December.

Restructuring Ideas at the JSHS – Mr. Alaimo presented research and a variety of structures and ideas for an eight period day, block scheduling and nine period day options.

HVAC Update – Mr. Laube and Mr. Bergin presented an update on the HVAC repairs at the JSHS.

MINUTES

The minutes for the October 24, 2018 regular meeting were accepted.

REPORTS/ANNOUNCEMENTS

- The SMART Bond is moving forward.
- The RAVE notification system is also moving forward.
- The Suffolk County Sheriff's Office conducted an assessment of school building access during the day and evening. They will be reporting back to district administration but the preliminary report was there were only two issues, one at Dayton and one at the JSHS which have both been addressed. The officers did not get through security at any of the buildings.

PUBLIC PARTICIPATION

Joe Gansrow.

AREAS OF OPERATION

BUSINESS REPORT

Mr. Laube presented an indepth explanation of the 2017/2018 spending plan and surplus.

Treasurer's Reports

MOTION made by Karen Kesnig, seconded by Jeffrey Goldhammer for the Board to approve the Treasurer's Reports for September, 2018.

Vote: Yes – 6, No – 0, Absent – 1.

CURRICULUM AND INSTRUCTION

Mrs. Grossane presented the Suffolk County Community College Partnership for the Early College Program.

Contract - SCCC

MOTION made by Karen Kesnig, seconded by Marion Diener for the Board, upon the recommendation of the Superintendent, approve entering into a contract with Suffolk County Community College for the Early College Program and authorizes the Board President or designee to sign on behalf of the District.

Vote: Yes – 6, No – 0, Absent – 1.

HUMAN RESOURCES

MOTION made by Cheryl Hack, seconded by Jeffrey Goldhammer for the Board to approve a consent agenda for the following personnel matters:

Vote: Yes – 6, No – 0, Absent – 1.

Resignations

NAME	AREA	REASON	EFFECTIVE
Eaderesto, Alexa	Teacher Aide 1:1 (TAS)	Personal	11/10/18
Stiriz, Bruce	Varsity Boys Volleyball Coach JH Boys Volleyball Coach Per diem substitute	Personal	10/22/18

Tancredi, Donna	Teacher Aide 1:1 (EES)	Personal	11/15/18
Verity, Talia	Per Diem Substitute	To accept another job in district as a permanent substitute (Agenda Section 3C)	11/14/18
Vespoli, Jessica	Permanent Substitute	To accept another position in district (Agenda Section 3B)	10/11/18

Leave of Absence

NAME	AREA	REASON	EFFECTIVE
Burley-Dwyer, Megan	ENL Teacher	Personal	9/4/18-1 st day of 2019/20 school year *Extension
Colongione, Kimberly	Speech Teacher (TAS)	Personal	9/4/18-1 st day of 2019/20 school year *Extension
Malsky, Keith	Teacher Assistant (JH/HS)	Personal	11/1/18, 11/9/18, 12/10/18, 12/19/18, 12/20/18
Schwarz, Frances	Teacher Aide (JH/HS)	FMLA	11/5/18-1/1/19
Schwenker, Kelly	B.O Account Clerk Typist (DO)	FMLA	11/5/18-12/14/18 Intermittent: 12/17/18-2/28/19

Appointments

The following appointments are conditional, subject to clearance approval by the State Education Department fingerprinting check:

TEACHERS

NAME	AREA	CREDENTIALS	SALARY	EFFECTIVE
Barca, Robert	.2 Social Studies Teacher (JR/HS)	Permanent: Social Studies 7-12	MA30/1: \$63,395	10/25/18-6/26/19
SanFilippo, Nicole	Library Media Specialist (DAS/EES)	Professional: Library Medical Specialist Childhood Education (Grades 1-6) Early Childhood Education (Birth – Grade 2)	Workday 1-20: \$130/day Workday 21-40: \$160/day BA/1: \$50,958 prorated	11/15/18-2/8/19

TEACHING ASSISTANTS

NAME	BUILDING	CREDENTIALS	SALARY	EFFECTIVE
McKeveny, Travis	TAS	Teacher Assistant Certification	\$162.51/day	11/15/18-11/14/22
Vespoli, Jessica	EES	Teacher/BA	\$165.28/day	10/11/18-10/10/22

PERMANENT SUBSTITUTES

NAME	BUILDING	SALARY	EFFECTIVE
Barclay, Joseph	JH/HS	\$135.00/day	11/15/18-6/25/19
Resnik, Cara	JH/HS	\$135.00/day	11/26/18-6/25/19
Verity, Talia	EES	\$135.00/day	11/15/18-6/26/19

CIVIL SERVICE

NAME	AREA	SALARY	EFFECTIVE
Falcon, Jennifer	Teacher Aide 6.5 (TAS)	\$11.00/hr	11/15/18
Jones, Dennis	Maintenance Mechanic I (DW)	\$43,972 prorated	11/15/18
Luhrs, Allison	Teacher Aide 6.5 (TAS)	\$11.00/hr	11/15/18
Macomber, Melanie	Lead Custodian (TAS)	\$1,157.76 prorated	11/15/18-6/30/19
Nguyen, Barbara	Teacher Aide 3.25 (DAS)	\$11.00/hr	11/15/18
Schaefer, James	Lead Custodian (SSS)	\$1,634.70 prorated	11/15/18-6/30/19
Stevenson, Michael	Lead Custodian (DAS)	\$1,174.41 prorated	11/15/18-6/30/19

Extra Curricular Activities

NAME	AREA	SALARY
Cortes, Karen	Yearbook – EES 2018-2019	\$1,577 (Funds donated by Eastport PTO)

Interscholastic Appointments**SPRING COACHES**

NAME	AREA	SALARY
Correa, Victor	JH Co-ed Track (Asst)	\$4,304
Cuomo, Nicole	JH Girls Lacrosse (Head)	\$5,167
Daddino, Christine	JH Boys Tennis (Head)	\$4,594
Ferro, Charles	JH Co-ed Track (Head)	\$4,880
Huff, Kevin	Varsity Boys Lacrosse (Head)	\$8,567
Jennings, Dennis	JH Girls Softball (Head)	\$4,880
Lever, James	Varsity Girls Track (Head)	\$7,377
McAlary, Ryan	JV Boys Baseball (Head)	\$5,221

McGowan, James	Varsity Boys Baseball (Head)	\$7,377
Methven, Brian	Varsity Boys Track (Head)	\$7,377
Naples, Joseph	JV Girls Softball (Head)	\$5,221
Neimeth, Glenn	JV Boys Lacrosse (Head)	\$6,173
Skala, Todd	JH Boys Baseball (Head)	\$4,436
Thorn, Rebecca	Varsity Girls Lacrosse (Head)	\$8,567
Tribble, Maya	Varsity Boys Tennis (Head)	\$5,627
Ward, Laura	Varsity Girls Softball (Head)	\$8,567

WINTER COACH

NAME	AREA	SALARY
DiMarco, John	Varsity Track (Assistant) (1 of 2 positions)	\$6,338

Supplemental Pay

NAME	AREA	SALARY
Martino, Debra	Volleyball Score keeper	\$20.00/hr *10/13/18 and 10/24/18 only
Bellofatto, Joseph	AIS Provider 2018-2019	\$51.00/hr
Astree, Jerry	Substitute Club Chaperone Shared Aide 2018-2019	\$22.95/hr
Deery, Robin	Substitute Club Chaperone Shared Aide 2018-2019	\$23.34/hr
Foreman-Kakanas, Kim	Substitute Club Chaperone Shared Aide 2018-2019	\$22.95/hr
Hecht, Carol	Substitute Club Chaperone Shared Aide 2018-2019	\$20.00/hr
Pellegrino, Christopher	Substitute Club Chaperone Shared Aide 2018-2019	\$23.73/hr
Tuttle, Steven	Substitute Club Chaperone Shared Aide 2018-2019	\$23.73/hr
Georgio, Darby	Chaperone Shared Aide – Art Club 2018-2019	\$22.95/hr
Boge, Elizabeth	Substitute Club Chaperone Shared Aide 2018-2019	\$22.95/hr
Mihalik, Katarina	Chaperone Shared Aide – Science Club 2018-2019	\$23.73/hr
Blekas, Maria	Chaperone Shared Aide – Tri-M Music 2018-2019	\$20.00/hr
Blekas, Maria	Substitute Club Chaperone Shared Aide 2018-2019	\$20.00/hr
DeSio, Lisa	Chaperone Shared Aide Specialized Sports Club 2018-2019	\$23.73/hr
Sweeney, Sharon	Substitute Club Chaperone Shared Aide 2018-2019	\$20.00/hr

Schwack, Tara	Substitute Club Chaperone Shared Aide 2018-2019	\$20.00/hr
Johnson, Dawn	Substitute Club Chaperone Shared Aide 2018-2019	\$20.00/hr
Carter, Thomas	Chaperone Shared Aide Specialized Sports Club 2018-2019	\$23.73/hr
Gould, Austin	Chaperone Shared Aide Specialized Sports Club 2018-2019	\$19.29/hr
Alexander, Patricia	Chaperone Shared Aide Specialized Sports Club 2018-2019	\$20.00/hr
Jennings, Dennis	Chaperone Shared Aide Specialized Sports Club 2018-2019	\$23.34/hr
Knotoff, Karen	Chaperone Shared Aide Specialized Sports Club 2018-2019	\$20.00/hr
Reilly, JeanAnn	Chaperone Shared Aide Specialized Sports Club 2018-2019	\$20.00/hr
Bedell, Joanne	Substitute Club Chaperone Shared Aide 2018-2019	\$20.00/hr
Wehrs, Donald	Theatre Stage Technical Support 2018-2019	\$40.00/hr *Not to exceed 50 hours
Murano, Margaret	South Street Open House 9/25/18	\$87.79 *Not to exceed 2 hours
Appel, Johanna	Home Instruction 2018-2019	\$42.00/hr
Collins, Patricia	Home Instruction 2018-2019	\$42.00/hr
Coursey, Amanda	Home Instruction 2018-2019	\$42.00/hr
Neuberger, Susan	Home Instruction 2018-2019	\$42.00/hr
Opiela, Doreen	Home Instruction 2018-2019	\$42.00/hr
Plitt, Maria	Home Instruction 2018-2019	\$42.00/hr
Rorke, Susan	Home Instruction 2018-2019	\$42.00/hr
Tuttle, Steven	ABA Provider 2018-2019	\$57.00/hr
DeSio, Lisa	Chaperone 1:1 Sports	\$23.73/hr

Student Teacher/Observer/Internship

NAME	AREA	SCHOOL	Effective
Heimann III, Joseph	Social Studies (JH/HS)	SUNY Genesee	12/19/18-1/31/19

Event Chaperones

EVENT	NUMBER OF SUPERVISORS	AMOUNT (not to exceed)
JH Theater Production (11/30/18)	1	\$120
JH Theater Production (12/1/18)	1	\$120
JH Theater Production (12/2/18)	1	\$120
DAS Winter Concert (12/3/18)	14 (includes 1:1 aides) *pending final numbers	\$1,035
EES Winter Concert (12/4/18)	14 (includes 1:1 aides) *pending final numbers	\$1,035

ESM Winter Concert I (12/11/18)	2	\$240
ESM Winter Concert (Instrumental) (12/13/18)	6	\$720
ESM Winter Concert (Choral) (12/19/18)	3	\$360

OLD BUSINESS

- Music Program Group Lessons EES/DAS equity. Mrs. Weiss reported that changes were made to make the lessons more equitable.
- It was a consensus of the Board to agree to research moving forward with having armed security guards outside of the school buildings.

NEW BUSINESS

Consent Agenda

MOTION made by Karen Kesnig, seconded by Marion Diener for the Board to approve a consent agenda for the following resolution:

Vote: Yes – 6, No – 0, Absent – 1.

Memorandum of Agreement - ESMTA

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board approve the Memorandum of Agreement between Eastport-South Manor Central School District and Eastport-South Manor Teachers' Association regarding combining the Varsity and Varsity Leaders Activities on the Co-Curricular Salary Schedule, Secondary Level and authorizes the Board President or designee to sign on behalf of the District.

Service Agreement

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board approve the Service Agreement with All About Kids SLP, OT, PT, LMSW, Psychology, PLLC for providing therapy, evaluations, screenings, consultations, group therapy services that are inclusive of, but not limited to Special Education Services for the 2018/2019 school year and authorizes the Board President or designee to sign on behalf of the District.

Federal Part B Flow Through Contracts

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board approve the Special Education Federal Part B Flow-Through Allocations Contracts for the 2018/2019 school year with the following and authorizes the Board President or designee to sign on behalf of the District:

Cleary School for the Deaf
Developmental Disabilities Institute
Green Chimneys School
Harmony Heights School
Just Kids Early Childhood Learning Center

Kids Therapy Services, PLLC
Metro Therapy, Inc.
NY Therapy Placement Services, Inc.
The New Interdisciplinary School
Suffolk County Dept. of Health Services

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board declare the following textbooks as obsolete:

Title of Text	Publisher	Publication Year	Quantity
Envision Math, Common Core 5 th	Pearson	2012	69
Envision Math, Common Core 6 th	Pearson	2012	143
Webster New World Student Dictionary	Wiley	1996	15
World Book Encyclopedia	World Book	1986	31
Passport to Latin America & Canada	Scott Foresman	2004	64
World of Language	Silver Burdett & Ginn	1996	32
New York ELA Review Level K	Aim Higher	2006	24
NYS Coach ELA Grade 5	Triumph Learning	2008	12
NYS Coach Mathematics Grade 5	Educational Design	2001	19
NYS Social Studies Coach Grade 5	Triumph Learning	2001	52
Writers Express Skills Books	Write Source	2000	35
Comprehensive Math Assessment Grade 5	Options Publishing	2007	27
Science 6 th Grade	Glencoe/McGraw Hill	2003	49
Ladders to Success ELA	Triumph Learning	2007	27

Donation – Eastport Tuttle PTO

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board accept the donation check in the amount of \$880.52 from Eastport Tuttle PTO which will cover the cost of transportation and nurse expenses for the Tuttle Avenue trip to Westhampton Beach Performing Arts on Thursday, November 15, 2018.

Donation – Eastport Tuttle PTO

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board accept the donation check in the amount of \$513.52 from Eastport Tuttle PTO which covers the cost of transportation for the Tuttle Avenue trip to Finks Farm on October 31, 2018.

Donation - ESMCA

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board accept the donation check in the amount of \$5,987.76 from ESM Community for the Arts which will cover the cost of expenses for the overnight field trip for high school students to attend the NYSTEA Theatre Conference in Callicoon, NY on January 11, 2019.

Donation - ESMCA

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board accept the donation check in the amount of \$1,472.01 from ESM Community for the Arts which will cover the costs of expenses for the high school trip to Tilles Center on October 31, 2018 and November 2, 2018.

Donation - ESMCA

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board accept the donation check in the amount of \$3,810.06 from ESM Community for the Arts which will cover the costs of expenses for students in English 11, AP English 11, Theatre and Stagecraft to attend the performance of The Great Gatsby at the Bay Street Theatre in Sag Harbor on November 7, 2018 and November 13, 2018.

Overnight Field Trip – Varsity Baseball Team

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board approve the overnight field trip for the Varsity Baseball Team to attend Elev8 Baseball in Delray Beach, Florida from March 20 to March 24, 2019, with said costs to be paid through fundraising.

Overnight Field Trip – NYSSMA

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board approve the overnight field trip for three students to attend the NYSSMA All-State Music Festival in Rochester, NY, from November 29 to December 2, 2018.

STUDENT SERVICES

Acknowledged receipt and review of recommendations from the Committees on Special Education.

POLICY

Postponed to next meeting.

COMMITTEE REPORTS

None.

COMMUNICATIONS ACKNOWLEDGEMENT

Warrants for 2018/19 including Revenue Budget Status and Appropriations Status Reports as of 11/09/18.; ES BOCES Community Legislative Committee Meeting.

GENERAL DISCUSSION

None.

ESM PRIDE

- Volleyball Team's successful season.

PUBLIC PARTICIPATION

Michael Byrnes, Peter McGuire, Christina Starr.

ADJOURNMENT

MOTION made by Karen Kesnig, seconded by Cheryl Hack for the Board to adjourn the meeting at 10:20 p.m.

Vote: Yes – 7, No – 0, Absent - 1.

Respectfully submitted,

Sharon P. Murray
District Clerk

Special Board of Education Meeting November 26, 2018

A special meeting of the Board of Education of the Eastport-South Manor Central School District, Suffolk County, New York, was held in the Conference Room, Eastport-South Manor Central Administration Office, Manorville, New York on **November 26, 2018**.

Board of Education Members present: Mrs. Marion Diener, Mr. Jeffrey Goldhammer, Mrs. Cheryl Hack (left at 6:45 p.m.), Mrs. Karen Kesnig (left at 6:45 p.m.), Mr. Nicholas Vero, Mrs. Danielle Warsaw.

Member absent: Mrs. Marie Brown.

Also Present: Patrick Brimstein, Superintendent of Schools.

The meeting was called to order with the Pledge of Allegiance.

EXECUTIVE SESSION

MOTION made by Jeffrey Goldhammer, seconded by Marie Brown for the Board to enter into executive session at 5:30 p.m. for the purpose of discussing board of education goals.

Vote: Yes – 6, No – 0, Absent - 1.

MOTION made by Marion Diener, seconded by Jeffrey Goldhammer for the Board to reconvene the meeting at 7:15 p.m.

Vote: Yes – 4, No – 0, Absent - 3.

ADJOURNMENT

MOTION made by Jeffrey Goldhammer, seconded by Marion Diener for the Board to adjourn the meeting at 7:15 p.m.

Vote: Yes – 4, No – 0, Absent - 3.

Respectfully submitted,

Sharon P. Murray
District Clerk

2019-2020 BUDGET CALENDAR

November 27th	Budget Information and Spreadsheets are distributed to all Administrators
December 11th	Deadline for All Building Budgets to be submitted to Business Office
December 12th – 21st	Budget Meetings with Administrators
January 9th	BOE Presentations: Enrollment, 2019-20 Revenues, Athletics, Transportation, Buildings & Grounds
January 23rd	Presentations: Special Education, Technology
February 13th	Presentations: High School, Elementary
March 1st	Deadline to Submit Tax Levy Cap Calculation
March 6th	Presentation: Salaries & Benefits
March 20th	Board of Education Workshop - Budget Input Session * If needed
April 3rd	Presentation: 2019-2020 Revenues and Expenditures Total Budget
April 17th	Board of Education Adopts 2018-19 Budget and Property Tax Report Card
April 26th	Print Budget Newsletter & Postcard
May 8th	Board of Education Budget Hearing Presentation
May 8th	Deadline to Mail Budget Notice
May 14th	2019-2020 Budget Vote

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 1st day of July, 2018 by and between the Board of Education of the Eastport-South Manor CSD (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 149 Dayton Ave, Manorville, New York, and the Board of Education of the West Islip School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York.

W I T N E S S E T H

WHEREAS, Sender is authorized pursuant to Section 912 of the Education Law, to enter into a contract with PROVIDER for the purpose of having PROVIDER provide health and welfare services to children residing in SENDER and attending a non-public school located in PROVIDER,

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in PROVIDER,

WHEREAS, PROVIDER has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

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

1. The term of this Agreement shall be from July 1, 2018 through June 30, 2019 inclusive.
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. PROVIDER understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; and may include, but are not limited to:

- a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
- b. dental prophylaxis,
- c. vision and hearing screening examinations,
- d. the taking of medical histories and the administration of health screening tests,
- e. the maintenance of cumulative health records, and
- f. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of **\$895.96** per eligible pupil for the 2018 – 2019 school year.
6. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.

11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

 SENDER: Superintendent of Schools
 Eastport-South Manor CSD
 149 Dayton Ave
 Manorville, NY 11949

 PROVIDER: Superintendent of Schools
 West Islip Union Free School District
 100 Sherman Avenue, West Islip, NY
15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

18. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations
19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the SENDER School District.

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


Eastport-South Manor CSD

Superintendent of Schools

Eastport-South Manor CSD

West Islip Union Free School District

President, Board of Education



President, Board of Education

SEXUAL HARASSMENT

(X) Required

() Local

(X) Notice

***NEW NOTE:** We sent an earlier version of our sample sexual harassment policy and regulation in July 2018, based on initial changes in New York State Law. At that time, we were waiting for a model policy to be developed by the NYS Department of Labor (DOL), because the law requires employers' policies to be consistent with that model. On August 23, 2018, the DOL released a draft model policy, draft minimum standards for employers' policies, draft minimum standards for sexual harassment training, draft model sexual harassment training, and draft Frequently Asked Questions (FAQ).*

Public comments on the draft minimum standards and model policy were accepted until September 12, 2018. On October 1, final versions of these materials were released (available at <https://www.ny.gov/combating-sexual-harassment-workplace/employers>). The deadline to adopt a policy is October 9th, 2018. We have made changes to our sample policy and regulation to conform to the final DOL model policy.

*Your district is free to adopt or modify the DOL model policy itself (available at <https://www.ny.gov/sites/ny.gov/files/atoms/files/SexualHarassmentPreventionModelPolicy.pdf>). However, the DOL model policy only addresses sexual harassment of employees, interns (paid and unpaid), applicants for employment, and non-employees (contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace). It does not address sexual harassment of students. Our sample policy and accompanying regulation outlines the Board's and the district's responsibilities with regard to handling and resolving **both** student and staff complaints of sexual harassment.*

While the changes to our sample policy and regulation were made to conform to the DOL's minimum standards and model policy, we have modified the material from the DOL so it applies in the school setting to students as well as employees. Underlined text is to be added; ~~strikeout~~ text is to be deleted.

All employers in the state are also required to provide a complaint form with its policy. The model complaint form developed by the DOL is available at <https://www.ny.gov/sites/ny.gov/files/atoms/files/CombatHarassmentComplaint%20Form.pdf>. We have modified that form so it applies in a school setting for both students and employees. See new exhibit 0110-E.

The Board of Education recognizes that harassment of students, employees (including all staff, applicants for employment, both paid and unpaid interns, exempt and non-exempt status, part-time, seasonal, and temporary workers, regardless of immigration status) and certain "non-employees" (which includes contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees) on the basis of sex, gender and/or sexual orientation is abusive and illegal behavior that harms targets and negatively impacts the school culture by creating an environment of fear, distrust, intimidation and intolerance. The Board further recognizes that preventing and remedying such harassment in schools is essential to ensure a healthy, nondiscriminatory environment in which students can learn and employees and "non-employees" can work productively.

NEW NOTE: We have revised the definition of sexual harassment in this policy to align more closely to the definition in the DOL model policy. However, we have modified this definition so that it applies in the school setting for students as well as employees. These changes have also necessitated using one single term of "sexual harassment" to apply to what we previously separated as "sexual harassment" and "gender-based harassment".

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of actual or perceived or self-identified sex, sexual orientation, gender identity, gender expression, and transgender status. Sex-based harassment can be comprised of two types of behavior: sexual harassment and/or gender-based harassment. Sexual harassment is unwelcome conduct of a sexual nature, which can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature (see regulation 0110-R for examples). Gender-based harassment includes verbal, nonverbal or physical aggression, intimidation or hostility that is based on actual or perceived gender and sexual stereotypes (see regulation 0110-R for examples). Sexual or gender-based harassment of a student can deny or limit the student's ability to participate in or to receive benefits, services, or opportunities from the school's program.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex, when:

- a. submission to that conduct is made either explicitly or implicitly a term or condition of an individual's employment or a student's education;
- b. submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment or a student's education; or
- c. the conduct has the purpose or effect of unreasonably interfering with an employee's or "non-employee's" work or student's school performance or creating an intimidating, hostile or offensive work or educational environment, even if the complaining individual is not the intended target of the sexual harassment;

Sexual harassment can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or verbal, nonverbal or physical aggression, intimidation or hostility that is based on actual or perceived gender and sexual stereotypes. Examples of sexual harassment can be found in the accompanying regulation (0110-R).

NEW NOTE: State Labor Law section 201-g mandates that the policy on sexual harassment for employees must clearly state that sexual harassment is a form of employee misconduct, that sanctions will be enforced against both those who commit sexual harassment, and against supervisory and managerial personnel who knowingly allow it to continue. Individual liability is also addressed in the DOL model policy. It is important to include that harassment can occur outside of the school building, and that this policy extends to school events, traveling on district business, and harassment by electronic means. We have added the underlined text below.

The Board is committed to providing an educational and working environment that promotes respect, dignity and equality and that is free from all forms of sexual harassment. To this end, the Board condemns and strictly prohibits all forms of sexual harassment on school grounds, school buses and at all school-sponsored activities, programs and events, including those that take place at locations outside the district, or outside the school setting if the harassment impacts the individual's education or employment in a way that violates their legal rights, including when employees and "non-employees" travel on district business, or when harassment is done by electronic means (including on social media). For employees, sexual harassment is considered a form of employee misconduct. Sanctions will be

enforced against all those who engage in sexual harassment, and against supervisory and managerial personnel who knowingly allow such behavior to continue or engage in retaliation.

Sexual harassment may subject the district to liability for harm done to targets. Harassers may also be individually subject to civil liability if sued in a court of law or criminal liability if prosecuted.

NEW NOTE: The new section 201-g of the New York State Labor Law requires certain elements to be included in the mandatory sexual harassment policy. One such requirement is to include information concerning the federal and state legal protections against sexual harassment, and a statement that there may be applicable local laws.

The reference to the Code of Conduct below is intended to address appropriate and inappropriate behavior, including sexual harassment, for all persons on school property, regardless of whether specific legal protections apply.

Under various state and federal laws, students, employees and “non-employees” have legal protections against sexual harassment in the school environment as described above. Those laws are listed in the references section. Additionally, local laws (e.g., county, city, town, village) may apply to the district. The district’s Code of Conduct also addresses appropriate behavior in the school environment. Sexual harassment can occur between persons of all ages and genders.

In order for the Board to effectively enforce this policy and to take prompt corrective measures, it is essential that all targets of sexual harassment and persons with knowledge of sexual harassment report the harassment immediately. The district will promptly investigate all complaints of sexual harassment, either formal or informal, verbal or written. To the extent possible, all complaints will be treated in a confidential manner. Limited disclosure may be necessary to complete a thorough investigation. If the complainant reports that they feel unsafe at school due to the nature of the complaint, the district will determine if accommodations need to be made until the issue is resolved.

If, after appropriate investigation, the district finds that a student, an employee, “non-employee” or a third party has violated this policy, prompt corrective action will be taken in accordance with the applicable collective bargaining agreement, contract, district policy and state law. Individual nondisclosure agreements may only be used as permitted by law, described in the accompanying regulation. Mandatory arbitration clauses are prohibited in all district contracts and agreements.

NEW NOTE: We have added the text below to be more consistent with the DOL model policy regarding retaliation, and to clarify that training for employees must be done annually.

All complainants and those who participate in sexual harassment complaints or the investigation of a complaint of sexual harassment have the right to be free from retaliation of any kind, when they do so with a good faith belief that sexual harassment has occurred. Such prohibited retaliation can include, but is not limited to, discipline, discrimination, demotion, denial of privileges, or any action that would keep a person from coming forward to make or support a sexual harassment claim. Such actions need not be job- or education-related, or occur in the workplace or educational environment, to constitute unlawful retaliation.

The Superintendent of Schools is directed to develop and implement regulations for reporting, investigating and remedying allegations of sexual harassment. These regulations are to be attached to this policy. In addition, training programs shall be established for students, and annually for employees, to raise awareness of the issues surrounding sexual harassment and to implement preventative measures to help reduce incidents of sexual harassment. Age-appropriate instructional materials will be incorporated into the curriculum to educate students so that they can recognize and reduce the incidence of sexual harassment.

This policy shall be posted in a prominent place in each district facility, on the district's website, and shall also be published in student registration materials, student, parent and employee handbooks, and other appropriate school publications.

NOTE: The Board is not required to include the following statement in the policy. However, some language should be included that addresses periodic review of the district's sexual harassment policy and procedures.

A committee of administrators, teachers, parents, students and the school attorney shall be convened annually to review this policy's effectiveness and compliance with applicable state and federal law, and to recommend revisions to Board.

Ref:

Education Amendments of 1972, Title IX, 20 U.S.C. §1681 *et seq.*
Title VII of Civil Rights Act (1964), 42 U.S.C. §2000-e; 34 CFR §100 *et seq.*
Executive Law §296-d (prohibition of sexual harassment of non-employees)
Labor Law §201-g (required sexual harassment policy and training)
Civil Practice Law and Rules §§5003-b (nondisclosure agreements optional); 7515 (mandatory arbitration prohibited)
General Obligations Law §5-336 (nondisclosure agreements optional)
Davis v. Monroe County Board of Education, 526 U.S. 629, 652 (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)
Office for Civil Rights *Revised Sexual Harassment Guidance (January 19, 2001)*
Office for Civil Rights, *Dear Colleague Letter: Sexual Harassment Issues (2006)*
Office for Civil Rights, *Dear Colleague Letter: Bullying (October 26, 2010)*

Adoption date:

Adoption Date:

Classification:

Revised Dates: ; **10.18**

SEXUAL HARASSMENT REGULATION

NEW NOTE: We sent an earlier version of our sample sexual harassment policy and regulation in July 2018, based on initial changes in New York State Law. At that time, we were waiting for a model policy to be developed by the NYS Department of Labor (DOL), because the law requires employers' policies to be consistent with that model. On August 23, 2018, the DOL released a draft model policy, draft minimum standards for employers' policies, draft minimum standards for sexual harassment training, draft model sexual harassment training, and draft Frequently Asked Questions (FAQ).

On October 1, final versions of these materials were released. The deadline to adopt a policy is October 9th, 2018. We have made changes to our sample policy and regulation to conform to the final DOL model policy.

However, we have modified the material from the DOL so it applies in the school setting to students as well as employees. Underlined text is to be added; ~~strikeout~~ text is to be deleted.

This policy applies to students, staff, and certain "non-employees" (contractors, subcontractors, vendors, consultants or other persons providing services pursuant to a contract, or their employees). Among other things, this regulation provides detailed guidelines to assist staff in determining whether alleged misconduct constitutes sexual harassment (i.e., harassment based on sex, gender, or sexual orientation) and outlines potential sanctions and penalties for violating district policy/regulation.

This regulation is intended to create and preserve an educational and working environment free from unlawful sexual harassment on the basis of sex, gender, and/or sexual orientation in furtherance of the district's commitment to provide a healthy and productive environment for all students, employees (including all staff, applicants for employment, both paid and unpaid interns, exempt and non-exempt status, part-time, seasonal, and temporary workers, regardless of immigration status) and "non-employees" (i.e., contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees) that promotes respect, dignity and equality.

Sexual Harassment Defined

NEW NOTE: We have revised the definition of sexual harassment to align more closely to the definition in the DOL model policy. However, we have modified this definition so that it applies in the school setting for students as well as employees. These changes have also necessitated using one single term of "sexual harassment" to apply to what we previously separated as "sexual harassment" and "gender-based harassment".

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

~~"Sexual harassment" means unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature.~~

~~"Gender-based harassment" means verbal, non-verbal or physical aggression, intimidation or hostility that is based on actual or perceived gender identity or expression.~~

Sexual or gender-based harassment occurs when includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex, gender, or sexual orientation, when:

1. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of an employee's or "non-employee's" employment or a student's education (including any aspect of the student's participation in school-sponsored activities, or any other aspect of the student's education); or
2. submission to or rejection of that conduct or communication by an individual is used as the basis for a factor in decisions affecting an employee's or "non-employee's" employment or a student's education; or
3. the conduct or communication has the purpose or effect of substantially or unreasonably interfering with an employee's or "non-employee's" work performance or a student's academic performance or participation in school-sponsored activities, or creating an intimidating, hostile or offensive working or educational environment, even if the complaining individual is not the intended target of the sexual harassment.

Sexual harassment can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or verbal, nonverbal or physical aggression, intimidation or hostility that is based on actual or perceived gender and sexual stereotypes.

Unacceptable Conduct

REVISED NOTE: It is important for the district's regulation to include examples of sexual harassment to help students and staff recognize when sexual harassment is occurring (see below). These examples already aligned well with the DOL model policy, but we have added the underlined text below.

School-related conduct that the district considers unacceptable and which may constitute sexual harassment includes, but is not limited to, the following:

1. rape, attempted rape, sexual assault, attempted sexual assault, forcible sexual abuse, hazing, and other sexual and gender-based activity of a criminal nature as defined under the State Penal Law;
2. unwelcome sexual advances or invitations or requests for sexual activity, including but not limited to those in exchange for grades, promotions, preferences, favors, selection for extracurricular activities or job assignments, homework, etc., or when accompanied by implied or overt threats concerning the target's work or school evaluations, other benefits or detriments;
3. unwelcome and or offensive public sexual display of affection, including kissing, hugging, making out, groping, fondling, petting, inappropriate touching of one's self or others (e.g., pinching, patting, grabbing, poking), sexually suggestive dancing, and massages;
4. any unwelcome communication that is sexually suggestive, sexually degrading or derogatory or implies sexual motives or intentions, such as sexual remarks or innuendoes about an individual's clothing, appearance or activities; sexual jokes; sexual gestures; public conversations about sexual activities or exploits; sexual rumors and "ratings lists;" howling, catcalls, and whistles; sexually graphic computer files, messages or games, etc;
5. unwelcome and offensive name calling or profanity that is sexually suggestive or explicit, sexually degrading or derogatory, implies sexual intentions, or that is based on sexual stereotypes or sexual orientation, gender identity or expression;
6. unwelcome physical contact or closeness that is sexually suggestive, sexually degrading or derogatory, or sexually intimidating such as the unwelcome touching of another's body parts, cornering or blocking an individual, standing too close, spanking, pinching, following, stalking, frontal body hugs, etc.;
7. unwelcome and sexually offensive physical pranks or touching of an individual's clothing, such as hazing and initiation, "streaking," "mooning," "snuggies" or "wedgies" (pulling underwear up at the waist so it goes in between the buttocks), bra-snapping, skirt "flip-ups," "spiking"

- (pulling down someone's pants or swimming suit); pinching; placing hands inside an individual's pants, shirt, blouse, or dress, etc.;
8. unwelcome leers, stares, gestures, or slang that are sexually suggestive; sexually degrading or derogatory or imply sexual motives or intentions;
 9. clothing with sexually obscene or sexually explicit slogans or messages;
 10. unwelcome and offensive skits, assemblies, and productions that are sexually suggestive, sexually degrading or derogatory, or that imply sexual motives or intentions, or that are based on sexual stereotypes;
 11. unwelcome written or pictorial display or distribution (including via electronic devices) of pornographic or other sexually explicit materials such as signs, graffiti, calendars, objects, magazines, videos, films, Internet material, etc.;
 12. other hostile actions taken against an individual because of that person's sex, sexual orientation, gender identity or transgender status, such as interfering with, destroying or damaging a person's work or school area or equipment; sabotaging that person's work or school activities; bullying, yelling, or name calling; or otherwise interfering with that person's ability to work or participate in school functions and activities; and
 13. any unwelcome behavior based on sexual stereotypes and attitudes that is offensive, degrading, derogatory, intimidating, or demeaning, including, but not limited to:
 - a. disparaging remarks, slurs, jokes about or aggression toward an individual because the person displays mannerisms or a style of dress inconsistent with stereotypical characteristics of the person's sex;
 - b. ostracizing or refusing to participate in group activities with an individual during class projects, physical education classes or field trips because of the individual's sex, gender expression or gender identity;
 - c. taunting or teasing an individual because they are participating in an activity not typically associated with the individual's sex or gender.

For purposes of this regulation, action or conduct shall be considered "unwelcome" if the student, employee or non-employee did not request or invite it and regarded the conduct as undesirable or offensive. ~~In addition, in the remainder of this regulation, the term sexual harassment will refer to both sexual and gender-based harassment.~~

Sexual harassment may occur on school grounds, school buses and at all school-sponsored activities, programs and events, including those that take place at locations outside the district, or outside the school setting if the harassment impacts the individual's education or employment in a way that violates their legal rights, including when employees or "non-employees" travel on district business, or when the harassment is done by electronic means (including on social media).

Determining if Prohibited Conduct is Sexual Harassment

NOTE: This material puts individuals on notice of the standards that will be used to evaluate allegations of sexual harassment.

Complaints of sexual harassment will be thoroughly investigated to determine whether the totality of the behavior and circumstances meet any of the elements of the above definition of sexual harassment and should therefore be treated as sexual harassment. Not all unacceptable conduct with sexual connotations may constitute sexual harassment. In many cases (other than quid pro quo situations where the alleged harasser offers academic or employment rewards or threatens punishment as an inducement for sexual favors), unacceptable behavior must be sufficiently severe, pervasive and objectively offensive to be considered sexual harassment. If the behavior doesn't rise to the level of sexual harassment, but is found to be objectionable behavior, the individual will be educated and counseled in order to prevent the behavior from continuing.

In evaluating the totality of the circumstances and making a determination of whether conduct constitutes sexual harassment, the individual investigating the complaint should consider:

1. the degree to which the conduct affected the ability of the student to participate in or benefit from his or her education or altered the conditions of the student's learning environment or altered the conditions of the employee's or "non-employee's" working environment;
2. the type, frequency and duration of the conduct;
3. the identity of and relationship between the alleged harasser and the subject of the harassment (e.g., sexually based conduct by an authority figure is more likely to create a hostile environment than similar conduct by another student or a co-worker);
4. the number of individuals involved;
5. the age and sex of the alleged harasser and the subject of the harassment;
6. the location of the incidents and context in which they occurred;
7. other incidents at the school; and
8. incidents of gender-based, but non-sexual harassment.

Reporting Complaints

***NEW NOTE:** We suggest changing the verbiage below to encourage, rather than require, targets to report sexual harassment. This aligns with the DOL model policy, and uses language less likely to blame targets for not coming forward. We have also added language to encourage witnesses to come forward, which also aligns with the model policy. The district must investigate all complaints of sexual harassment, even those that are received verbally.*

Any person who believes he or she has been the target of sexual harassment by a student, district employee or "non-employee" or third party related to the school is ~~required~~ encouraged to report complaints as soon as possible after the incident in order to enable the district to promptly and effectively investigate and resolve the complaint. Any person who witnesses or is aware of sexual harassment of a student, employee, or "non-employee" is also encouraged to report the incident or behavior to the district. Targets are encouraged to submit the complaint in writing; however, complaints may be filed verbally.

***NOTE:** We have listed the Principal or Title IX Coordinator as the individuals to receive harassment complaints. If this is not the case in your district, please revise this section.*

Complaints should be filed with the Principal or the Title IX coordinator.

***NEW NOTE:** The second sentence of this paragraph is suggested as a way to assist "non-employees" in making complaints, and has been modified to also address employees making complaints on behalf of other employees and "non-employees." This is not required by law. However, we have added the last sentence below to make clear, as required by Labor Law section 201-g and the DOL model policy, what the responsibilities are for supervisory and managerial personnel.*

Any school employee who receives a complaint of sexual harassment from a student shall inform the student of the employee's obligation to report the complaint to the school administration, and then shall immediately notify the Principal and/or the Title IX coordinator. School employees receiving complaints of sexual harassment from employees and "non-employees" shall either direct the complainant to the Building Principal, or may report the incident themselves. Supervisory and managerial personnel are required to report complaints of sexual harassment received by staff, and will be subject to discipline for failing to report suspected or reported sexual harassment, knowingly allowing sexual harassment to continue, or engaging in any retaliation.

In order to assist investigators, targets should document the harassment as soon as it occurs and with as much detail as possible including: the nature of the harassment; dates, times, places it has occurred; name of harasser(s); witnesses to the harassment; and the target's response to the harassment.

Confidentiality

It is district policy to respect the privacy of all parties and witnesses to complaints of sexual harassment. To the extent possible, the district will not release the details of a complaint or the

identity of the complainant or the individual(s) against whom the complaint is filed to any third parties who do not need to know such information. However, because an individual's need for confidentiality must be balanced with the district's legal obligation to provide due process to the accused, to conduct a thorough investigation, or to take necessary action to resolve the complaint, the district retains the right to disclose the identity of parties and witnesses to complaints in appropriate circumstances to individuals with a need to know. The staff member responsible for investigating complaints will discuss confidentiality standards and concerns with all complainants.

If a complainant requests that his/her name not be revealed to the individual(s) against whom a complaint is filed, the staff member responsible for conducting the investigation shall inform the complainant that:

1. the request may limit the district's ability to respond to his/her complaint;
2. district policy and federal law prohibit retaliation against complainants and witnesses;
3. the district will attempt to prevent any retaliation; and
4. the district will take strong responsive action if retaliation occurs.

If the complainant still requests confidentiality after being given the notice above, the investigator will take all reasonable steps to investigate and respond to the complaint consistent with the request as long as doing so does not preclude the district from responding effectively to the harassment and preventing the harassment of other students or employees.

Investigation and Resolution Procedure

NEW NOTE: The law does not address investigation and resolution of sexual harassment complaints of "non-employees" as distinct from employees. The model policy from the DOL treats employees and non-employees the same with regard to investigations. The underlined text in the paragraph below was taken from the DOL model policy.

A. Initial (Building-level) Procedure

NEW NOTE: The DOL model policy includes language regarding prompt and thorough investigations, which should be completed as soon as possible.

The Principal or the Title IX coordinator shall conduct a preliminary review when they receive a verbal or written complaint of sexual harassment, or if they observe sexual harassment. Except in the case of severe or criminal conduct, the Principal or the Title IX coordinator should make all reasonable efforts to resolve complaints informally at the school level. The goal of informal investigation and resolution procedures is to end the harassment and obtain a prompt and equitable resolution to a complaint. All persons involved in an investigation (complainants, witnesses and alleged harassers) will be accorded due process to protect their rights to a fair and impartial investigation. This investigation shall be prompt and thorough, and shall be completed as soon as possible.

NEW NOTE: The district's regulation should include a time frame within which the investigation will commence. The DOL model policy indicates that investigations must commence "immediately" but this is not defined. Below we suggest changing three working days to two, but recommend consulting with your attorney who may advise beginning investigations on a different timeframe.

~~As soon as possible~~ Immediately, but no later than ~~three~~ two working days following receipt of a complaint, the Principal or Title IX coordinator ~~should~~ shall begin an investigation of the complaint according to the following steps:

NEW NOTE: We have added the underlined text below to conform to the DOL model policy regarding verbal complaints (see item 2), employee cooperation (see item 6), and documentation (see items 3 and 10).

1. Interview the target and document the conversation. Instruct the target to have no contact or communication regarding the complaint with the alleged harasser. Ask the target specifically what action he/she wants taken in order to resolve the complaint. Refer the target, as appropriate, to school social workers, school psychologists, crisis team managers, other school staff, or appropriate outside agencies for counseling services.

2. Review any written documentation of the harassment prepared by the target. If the target has not prepared written documentation, ~~instruct~~ ask the target to do so, providing alternative formats for individuals with disabilities and young children, who have difficulty writing and need accommodation. If the complainant refuses to complete a complaint form or written documentation, the Principal or Title IX coordinator shall complete a complaint form (see exhibit 0110-E) based on the verbal report.
3. Request, review, obtain and preserve relevant evidence of harassment (e.g., documents, emails, phone records, etc.), if any exist.
4. Interview the alleged harasser regarding the complaint and inform the alleged harasser that if the objectionable conduct has occurred, it must cease immediately. Document the conversation. Provide the alleged harasser an opportunity to respond to the charges in writing.
5. Instruct the alleged harasser to have no contact or communication regarding the complaint with the target and to not retaliate against the target. Warn the alleged harasser that if he/she makes contact with or retaliates against the target, he/she will be subject to immediate disciplinary action.
6. Interview any witnesses to the complaint. Where appropriate, obtain a written statement from each witness. Caution each witness to keep the complaint and his/her statement confidential. Employees may be required to cooperate as needed in investigations of suspected sexual harassment.
7. Review all documentation and information relevant to the complaint.
8. Where appropriate, suggest mediation as a potential means of resolving the complaint. In addition to mediation, use appropriate informal methods to resolve the complaint, including but not limited to:
 - a. discussion with the accused, informing him or her of the district's policies and indicating that the behavior must stop;
 - b. suggesting counseling and/or sensitivity training;
 - c. conducting training for the department or school in which the behavior occurred, calling attention to the consequences of engaging in such behavior;
 - d. requesting a letter of apology to the complainant;
 - e. writing letters of caution or reprimand; and/or
 - f. separating the parties.
9. Parent/Student/Employee/"Non-Employee" Involvement and Notification
 - a. Parents of student targets and accused students shall be notified within one school day of allegations that are serious or involve repeated conduct.
 - b. The parents of students who file complaints are welcome to participate at each stage of both informal and formal investigation and resolution procedures.
 - c. If either the target or the accused is a disabled student receiving special education services under an IEP or section 504/Americans with Disabilities Act accommodations, the committee on special education will be consulted to determine the degree to which the student's disability either caused or is affected by the discrimination or policy violation. In addition, due process procedures required for persons with disabilities under state and federal law shall be followed.
 - d. The Principal or Title IX Coordinator (i.e., the investigator) shall submit a copy of all investigation and interview documentation to the Superintendent.
 - e. The investigator shall report back to both the target and the accused, notifying them in writing, and also in person as appropriate regarding the outcome of the investigation and the action taken to resolve the complaint. The investigator shall instruct the target to report immediately if the objectionable behavior occurs again or if the alleged harasser retaliates against him/her.
 - f. The investigator shall notify the target that if he/she desires further investigation and action, he/she may request a district level investigation by contacting the Superintendent of Schools. The investigator shall also notify the target of his/her right to contact the U.S. Department of Education's Office for Civil Rights and/or a private attorney. Employees may also contact the U.S. Equal Employment Opportunity Commission or the New York State Division of Human Rights.
10. Create a written documentation of the investigation, kept in a secure and confidential location, containing:

- a. A list of all documentation and other evidence reviewed, along with a detailed summary;
- b. A list of names of those interviewed along with a detailed summary of their statements;
- c. A timeline of events;
- d. A summary of prior relevant incidents, reported or unreported; and
- e. The final resolution of the complaint, together with any corrective action(s).

If the initial investigation results in a determination that sexual harassment did occur, the investigator will promptly notify the Superintendent, who shall then take prompt disciplinary action in accordance with district policy, the applicable collective bargaining agreement or state law.

NOTE: The law addresses when "non-employees" are the target of sexual harassment, but not where they are the alleged harasser. We suggest discussing with the district's counsel including language in contracts that addresses actions the vendors/contractors will take to protect the school environment in allegations of harassment, including serious, extreme or criminal misconduct. Such actions could include barring the alleged harasser from the school setting or having contact with school personnel, pending the outcome of the investigation.

If a complaint received by the Principal or the Title IX Coordinator contains evidence or allegations of serious or extreme harassment, such as employee to student harassment, criminal touching, quid pro quo (e.g., offering an academic or employment reward or punishment as an inducement for sexual favors), or acts which shock the conscience of a reasonable person, the complaint shall be referred promptly to the Superintendent. In addition, where the Principal or the Title IX coordinator has a reasonable suspicion that the alleged harassment involves criminal activity, he/she should immediately notify the Superintendent, who shall then contact appropriate child protection and law enforcement authorities. Where criminal activity is alleged or suspected by a district employee, the accused employee shall be suspended pending the outcome of the investigation, consistent with all contractual or statutory requirements.

Any party who is not satisfied with the outcome of the initial investigation by the Principal or the Title IX coordinator may request a district-level investigation by submitting a written complaint to the Superintendent within 30 days.

B. District-level Procedure

The Superintendent shall promptly investigate and resolve all sexual harassment complaints that are referred to him/her by a Principal or Title IX coordinator, as well as those appealed to the Superintendent following an initial investigation by a Principal or Title IX coordinator. In the event the complaint of sexual harassment involves the Superintendent, the complaint shall be filed with or referred to the Board President, who shall refer the complaint to a trained investigator not employed by the district for investigation.

The district level investigation should begin as soon as possible but not later than three working days following receipt of the complaint by the Superintendent or Board President.

In conducting the formal district level investigation, the district will use investigators who have received formal training in sexual harassment investigation or that have previous experience investigating sexual harassment complaints.

If a district investigation results in a determination that sexual harassment did occur, prompt corrective action will be taken to end the harassment. Where appropriate, district investigators may suggest mediation as a means of exploring options of corrective action and informally resolving the complaint.

No later than 30 days following receipt of the complaint, the Superintendent (or in cases involving the Superintendent, the Board-appointed investigator) will notify the target and alleged harasser, in writing, of the outcome of the investigation. If additional time is needed to complete the investigation or take appropriate action, the Superintendent or Board-appointed investigator will provide all parties with a written status report within 30 days following receipt of the complaint.

The target and the alleged harasser have the right to be represented by a person of their choice, at their own expense, during sexual harassment investigations and hearings. ~~In addition, targets have the right to register sexual harassment complaints with the U.S. Department of Education's Office for Civil Rights.~~

External Remedies

NEW NOTE: We have moved the above sentence (struck out) regarding the Office of Civil Rights (OCR) to be in this separate section, and have added contact information for the OCR, Equal Employment Opportunity Commission and the NYS Division of Human Rights.

In addition, targets have the right to register sexual harassment complaints with the U.S. Department of Education's Office for Civil Rights (OCR). The OCR can be contacted at (800) 421-3481, 400 Maryland Avenue SW, Washington, DC 20202-1100, or at <https://www2.ed.gov/about/offices/list/ocr./docs/howto.html>.

Employee targets also have the right to register complaints with the federal Equal Employment Opportunity Commission (EEOC) and the New York State Division of Human Rights (DHR). The EEOC can be contacted at (800) 669-4000, <https://www.eeoc.gov/employees/howtofile.cfm>, info@eeoc.gov, or at 33 Whitehall Street, 5th Floor, New York, NY 10004 or 300 Pearl Street, Suite 450, Buffalo, NY 14202. The DHR can be contacted at (888) 392-3644, www.dhr.ny.gov/complaint, or at 1 Fordham Plaza, Fourth Floor, Bronx, NY 10458.

NEW NOTE: We have added the underlined text below to refer to the right of targets to contact law enforcement, as included in the DOL model policy. We have also added a clarification that contracts or agreements may not include binding arbitration clauses after July 11, 2018 (contracts currently in effect are exempt).

Mandatory arbitration clauses for sexual harassment are prohibited by the State Civil Practice Law and Rules §7515. Mandatory arbitration clauses are provisions in a contract or collective bargaining agreement which require conflicts to be addressed by an arbitrator before bringing the matter to court. While mandatory arbitration clauses are not common in employee agreements, please make sure that no contract entered into after July 11, 2018 (including those with contractors, vendors, and consultants) contains a mandatory arbitration clause.

Nothing in these regulations shall be construed to limit the right of the complainant to file a lawsuit in either state or federal court, or to contact law enforcement officials if the sexual harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, which may constitute a crime. No district contract or collective bargaining agreement entered into after July 11, 2018 may include a binding arbitration clause for sexual harassment requiring arbitration before bringing the matter to a court.

Nondisclosure agreements

NOTE: The paragraph below addresses nondisclosure agreements, which are only permitted at the complainant's discretion under State General Obligations Law (§5-336) and Civil Practice Law and Rules (§5003-b). Complainants have 21 days to consider such agreements, and 7 days to revoke the agreements.

The district may include nondisclosure agreements (to not disclose the underlying facts and circumstances of a sexual harassment complaint) in any sexual harassment settlement agreement or resolution only if it is the complainant's preference. Any such nondisclosure agreement shall be provided to all parties. Complainants shall have twenty-one days to consider any such nondisclosure provision before it is signed by all parties, and shall have seven days to revoke the agreement after signing. Nondisclosure agreements shall only become effective after this seven-day period has passed.

Retaliation Prohibited

NEW NOTE: We have added the underlined text below to include other forms of retaliation listed in the DOL model policy, and to clarify that protections apply to those acting in good faith.

Any act of retaliation against any person who opposes sexually harassing behavior, or who has filed a complaint in good faith, is prohibited and illegal, and therefore subject to disciplinary action. Likewise, retaliation against any person who has in good faith, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing of a sexual harassment complaint is prohibited. For purposes of this policy, retaliation includes but is not limited to: verbal or physical threats, intimidation, ridicule, bribes, destruction of property, spreading rumors, stalking, harassing phone calls, discipline, discrimination, demotion, denial of privileges, any action that would keep a person from coming forward to make or support a sexual harassment claim, and any other form of harassment. Such actions need not be job- or education-related, or occur in the workplace or educational environment, to constitute unlawful retaliation. Any person who retaliates is subject to immediate disciplinary action, up to and including suspension or termination.

Discipline/Penalties

Any individual who violates the sexual harassment policy by engaging in prohibited sexual harassment will be subject to appropriate disciplinary action. Disciplinary measures available to school authorities include, but are not limited to the following:

Students: Discipline may range from a reprimand up to and including suspension from school, to be imposed consistent with the student conduct and discipline policy and applicable law.

Employees: Discipline may range from a warning up to and including termination, to be imposed consistent with all applicable contractual and statutory rights.

Volunteers: Penalties may range from a warning up to and including loss of volunteer assignment.

"Non-employees" (i.e., contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees): Penalties may range from a warning up to and including loss of district business.

Other individuals: Penalties may range from a warning up to and including denial of future access to school property.

False Complaints

False or malicious complaints of sexual harassment may result in corrective or disciplinary action taken against the complainant.

Training

NEW NOTE: We have modified the paragraph below to conform to DOL guidance and FAQ about providing this policy and regulation to employees.

All students and employees shall be informed of this policy in student and employee handbooks, on the district website and student registration materials. A poster summarizing the policy shall also be posted in a prominent location at each school. All secondary school student body officers shall receive district training about the policy at the beginning of each school year. The district shall provide all existing employees with either a paper or electronic copy of the district's sexual harassment policy and regulation, and shall provide the same to new employees before the employee starts his/her job.

In addition, age-appropriate curricular materials will be made available so that it can be incorporated in instruction K-12 to ensure that all students are educated to recognize and report sexual harassment.

***NEW NOTE:** Training for existing employees must be completed by October 9, 2019, under the final DOL materials (under the draft materials it was to have been January 1, 2019). We have modified the paragraph below regarding training to conform to guidance from the DOL regarding new employees. Note that if the district employs minors/students, they must receive training as well. However, employees under 14 can be provided with simplified training.*

All new employees shall receive ~~information about~~ training on this policy and regulation at new employee orientation or as soon as possible after starting their job, unless he/she can demonstrate that they have received equivalent training within the past year from a previous employer. All other employees shall be provided ~~information~~ training at least once a year regarding this policy and the district's commitment to a harassment-free learning and working environment. Principals, Title IX coordinators, and other administrative employees who have specific responsibilities for investigating and resolving complaints of sexual harassment shall receive yearly training on this policy, regulation and related legal developments.

***NEW NOTE:** Labor Law 201-g requires annual sexual harassment training for employees. The DOL is charged with developing a model training program in consultation with the NYS Division of Human Rights. All employers (including school districts and BOCES) must either use this training program or one that at least meets the minimum standards of the model. The paragraph below outlines the main requirements, and has been modified to include elements from the model training and guidance from the DOL. The DOL model training and standards can be found at <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.*

Annual employee training programs shall be interactive and include: (i) an explanation of sexual harassment consistent with guidance issued by the NYS Department of Labor and the NYS Division of Human Rights; (ii) examples of conduct that is unlawful sexual harassment; (iii) information on federal and state laws about sexual harassment and remedies available to victims of sexual harassment; ~~and~~ (iv) information concerning employees' right to make complaints and all available forums for investigating complaints; and (v) address the conduct and responsibilities of supervisors.

***NEW NOTE:** The new law does not address how "non-employees" are to be notified of the district's sexual harassment policy. We suggest discussing with the district's counsel including language in contracts that addresses the actions that vendors/contractors will take to inform their employees of the district's sexual harassment policy and regulation, as well as the district's role. The DOL FAQ advises that employers are not required to train "non-employees" and do not need to provide a copy of their sexual harassment policy.*

Principals in each school and program directors shall be responsible for informing students and staff on a yearly basis of the terms of this policy, including the procedures established for investigation and resolution of complaints, general issues surrounding sexual harassment, the rights and responsibilities of students and employees, and the impact of sexual harassment on the target.

***NOTE:** The Board should be aware that the Public Employment Relations Board (PERB) has held that to the extent that a school district's sexual harassment regulations relate to investigatory and disciplinary procedures involving employees, the regulation is a mandatory subject of bargaining. (Patchogue-Medford UFSD, 30 PERB ¶ 3041 (1997)). Before adopting this regulation, the Board should consult with its labor counsel to determine whether the provisions contained in the regulation dealing with investigations of employee conduct and employee discipline represent a change in existing district practice or are in conflict with existing collective bargaining agreements.*

Adoption date:

Required
 Local
 Notice

“CHARGING” SCHOOL MEALS AND PROHIBITION AGAINST SHAMING

***NOTE:** As part of the 2018-19 NY state budget, Education Law §908 requires certain* school districts that participate in the National School Lunch Program or School Breakfast Program to take actions to prevent student “meal shaming.” This includes providing a student who has insufficient funds with the reimbursable meal of the student’s choice (i.e., alternate meals are no longer permitted), unless the parent/guardian has provided written permission to withhold meals. Districts also may not utilize debt collectors (i.e., third parties or collection agencies), nor may they charge interest or fees in connection with unpaid meals.*

Education Law §908 requires that districts must provide students with the reimbursable meal of the student’s choice (of that day’s choices) when they have unpaid meal fees, and can “charge” parents for those meals. However, the law also says that it is not intended to allow for the unlimited accrual of debt. The law does not set a limit on how many charges can be accrued, or what school districts should do once a student has accrued a “high” amount of debt.

The law only requires districts to provide students with access to reimbursable meals. In addition, the USDA does not allow districts to permit students to charge anything else, such as à la carte items, snacks, extra meals, or adult meals. Your district may find it difficult to discreetly enforce this provision. If a student wished to purchase just part of a reimbursable meal (e.g., a side dish or entrée), but had insufficient funds, the student would not be permitted to charge just that item (at a lower cost than the full meal), and would be forced to take, and be charged for, the full meal cost. Likewise, if a student wished to purchase a snack, or extra side dish with a meal, but had insufficient funds or a negative balance, that snack or side dish would have to be refused or taken away. This may be embarrassing to the student, but is not prohibited by law.

Some solutions are: have all snack items sold in a separate area, not sell any à la carte items, restrict such items to middle and upper grades, require such items be purchased with cash only, have the point of sale be at the beginning of the line, help students determine which items they can have prior to purchase, or allow students to check their balances prior to purchase.

** This policy is not required if all schools in the district participate in either “Community Eligibility” where all students receive free meals because at least 40% of students are eligible for other assistance programs, or “Provision 2” where the district receives reimbursement for a fixed proportion of free, reduced price, and paid meals, provides all students receive free meals, and makes up the difference, for a four-year period. Under these scenarios (or if the district has approved the local tax levy to provide all meals free), no student pays for a meal, thus none would need to charge a meal.*

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The Board of Education recognizes that on occasion, students may not have enough funds for a meal. To ensure that students do not go hungry, the Board will allow students who do not have enough funds to “charge” the cost of meals to be paid back at a later date subject to the terms in this policy.

To comply with State guidelines and maintain a system for accounting for charged meals, regarding both full and reduced-price meals, the Board shall:

1. allow only regular reimbursable meals to be charged, excluding extras, à la carte items, side dishes, additional meals, and snacks (“competitive foods”); and
2. use a computer-generated point of sale system, which identifies and records all meals as well as collects repayments.

Charged meals must be counted and claimed for reimbursement on the day that the student charged (received) the meal, not the day the charge is paid back. When charges are paid, these monies are not to be considered “à la carte” transactions, as a section on the daily cash report or deposit summary reads “charges paid.”

Students shall not be denied a reimbursable meal, even if they have accrued a negative balance from other cafeteria purchases, unless the parent/guardian has provided written permission to the school to withhold a meal. No student with unpaid charges will be prohibited from purchasing food if they have money that day.

If school food authorities (SFAs) suspect that a student may be abusing this policy, written notice will be provided to the parent/guardian.

***NOTE:** The following paragraph reflects the requirements of Education Law §908, except the last sentence, which we believe is not prohibited by law. We believe students should understand why they are not allowed to charge a la carte items, as long as it is done discreetly.*

Students who cannot pay for a meal or who have unpaid meal debt shall not be publicly identified or stigmatized (including wristbands or hand stamps), required to do chores or work to pay for meals, or have meals thrown away after they have been served. District staff shall not discuss a student’s unpaid meal debt in front of other students. The district shall not take any action directed at a student to collect unpaid school meal fees. However, the district may discreetly notify students of their account balances, and why certain items (e.g., à la carte, etc.) could not be provided with charged meals.

Student Account Balance Notification

***NOTE:** Districts using automated systems for payment or collections should address automatic low balance notifications and automatic replenishment options.*

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[*Optional sentence:*] The district's payment system allows for automatic replenishment when a balance reaches a certain amount set by the parent/guardian. The district shall encourage parents/guardians to utilize this option.

NOTE: The law requires schools to notify parents/guardians when an account is at \$0 and unpaid meal charges are due. We believe notifying parents/guardians when an account balance nears zero is beneficial, rather than waiting until it is at zero.

Parents/guardians shall be discreetly notified of student account balances regularly. When a student's account balance falls to \$ _____ (*insert dollar amount above \$0.00, e.g., \$10.00*) and whenever a meal is charged, the district will discreetly notify the parent/guardian of the balance, and the process to refill the account. This notification will continue regularly until the account is replenished. Parents/guardians must repay all unpaid charges remaining at the end of the year or before their child leaves the district, whichever occurs first.

NOTE: It is beneficial to both parents/guardians and the district if all children who are eligible for free or reduced price meals actually receive free or reduced price meals. If a child eligible for free or reduced price meal eats at the full rate, but leaves charges unpaid, the charges accrued are higher than they need to be. Additionally, the district receives less federal and state reimbursement for the full price meal, and would have to make up a higher amount.

Schools must also contact parents/guardians when a student owes money for five or more meals in order to assist the parent/guardian with applying for free or reduced price meals, as well as determine if the student is eligible for direct certification or if there are other household issues.

The district shall discreetly notify parents/guardians of students with negative balances of at least five meals, determine if the student is directly certified to be eligible for free meals, and attempt to reach the parent/guardian to assist them in the application process for free and/or reduced price meals, and determine if there are other issues within the household causing the insufficient funds and offer appropriate assistance. If a parent/guardian regularly fails to provide meal money and does not qualify for free or reduced price meals, the district may take other actions as appropriate, including notifying the local department of social services if neglect is suspected.

The school district shall notify all parents/guardians in writing on an annual basis at the start of the school year and to families transferring during the year, outlining the requirements of this policy. The policy shall also be published in appropriate school and district publications. All staff involved in implementing and enforcing this policy shall also be notified of these requirements and their responsibilities. The district's enrollment process shall include the application process for free and reduced price meals. If the district becomes aware that a student is so eligible, it shall file an application for the student. Staff responsible for assisting foster, homeless and migrant students shall coordinate with the food services staff to ensure such students receive free school meals.

Unpaid Meal Charges and Debt Collection

NOTE: Federal regulations permit the cost of collection activities to be charged to the federal school food program, not to exceed the actual amount owed. However, students with unpaid meal charges at the start of the school year must still be allowed to charge reimbursable meals, and the district may not engage outside collection agencies.

Unpaid meal charges are a financial burden to the district and taxpayers and can negatively affect the school program. Unpaid meal charges shall be considered “delinquent” as per the district’s accounting practices. The district shall attempt to recover unpaid meal charges before the end of the school year, but may continue efforts into the next school year. The district shall notify parents/guardians of unpaid meal charges at regular intervals, and may engage in collection activities by district staff, which do not involve debt collectors as defined in federal law (15 USC §1692a), and may not charge fees or interest. The district shall offer repayment plans, and may take other actions that do not result in harm or shame to the child, until unpaid charges are paid.

NOTE: Any delinquent debt remaining for a student, which the district determines is no longer collectible, becomes “bad debt” and must be made up for with non-federal funding sources. We have not included a specific timeframe or method of determining when delinquent debt becomes bad debt. That can be done according to the district’s specific accounting practices. We believe it is not prudent to publicize a time after which debt will no longer be collected. Note also that under federal regulations, repayment of bad debt from unpaid meal charges are not an allowable expense for federal funds. Such alternate funding could come from donations, fundraisers, or other sources. If additional guidance is released, this policy may need further revision.

Remaining Account Balances

NOTE: Federal regulations require that children eligible for reduced price meals pay a certain maximum amount per meal; retaining unused funds would result in the per meal price exceeding this amount. Therefore, all excess funds remaining for these children must be refunded.

Remaining funds may be carried over to the next school year. When students leave the district or graduate, the district will attempt to contact the parent/guardian to return remaining funds. Parents/guardians may request that funds be transferred to other students (e.g., siblings, unpaid accounts). All transfer requests must be in writing. Unclaimed funds remaining after [*insert amount of time, such as: three months*] shall be absorbed by the school meal account.

Staff

NOTE: Because subsidized food programs are meant to benefit students and not adults, and because unpaid balances are burdensome to the district, SED advises that staff members should

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not be allowed to buy food that is not paid for at that time. The second paragraph reflects a requirement under Education Law §908.

Staff members are allowed to purchase food from the district's food services. However, all purchases must be paid for at the point of sale (*insert as applicable:*) cash, payment account, credit/debit card). Staff members are not allowed to charge meals to be repaid later.

Building Principals, working with the head of food services, shall ensure that all district and food service staff with responsibilities under this policy will be trained on the provisions of this policy and the requirements of Education Law section 908.

Cross-ref: 8520, Free and Reduced Price Meal Services

Ref: 42 USC §1779 (Child Nutrition Act of 1966)
42 USC §§1758(f)(1); 1766(a) (National School Lunch Act)
2 CFR §200.426 (accounting for debt in federal programs)
7 CFR §§210.9 210.12; 210.19; 220.13; 245.5 (accounting in federal school meal programs)
Healthy, Hunger-Free Kids Act (Public Law 111-296), §143
15 USC §1692a (debt collector defined)
Education Law §908
USDA Report to Congress, *Review of Local Policies on Meal Charges and Provision of Alternate Meals*, June 2016, www.fns.usda.gov/sites/default/files/cn/unpaidmealcharges-report.pdf
Unpaid Meal Charges: Local Meal Charge Policies, USDA FNS Memo SP 46-2016 (07/08/16), www.fns.usda.gov/unpaid-meal-charges-local-meal-charge-policies
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Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments, USDA FNS Memo SP 47-2016 (07/08/16), www.fns.usda.gov/sites/default/files/cn/SP47-2016os.pdf
Overcoming the Unpaid Meal Challenge - Proven Strategies from Our Nation's Schools, USDA FNS Guidance Document (May 2017), <https://fns-prod.azureedge.net/sites/default/files/cn/SP29-2017a1.pdf>
New York State Legislation - Prohibition Against Meal Shaming, NYSED Memo (5/1/18), <http://www.cn.nysed.gov/content/prohibition-against-meal-shaming>
Meal Charge Plan Template, NYSED (5/1/18), <http://www.cn.nysed.gov/content/meal-charge-and-prohibition-against-meal-shaming-policy-template>

Adoption date: