

**ROSLYN UNION FREE SCHOOL DISTRICT  
Meeting of the Board of Education**

**Thursday, May 9, 2019**

**8:15 P.M.**

**Roslyn High School – Board Room**

**6:45 p.m. - Executive Session**

**8:15 p.m. - Board of Education Meeting**

Preliminary Announcements  
Emergency Procedures  
Cell Phones

**Pledge of Allegiance**

**8:15 p.m. - Budget Hearing** [Even though the law requires a “Budget Hearing”, please understand that the law also requires that nothing can be changed in the budget at this time. This “hearing” is purely informational.]

- **Public Comment**

**Recognition:** *Valedictorian* – Johanna Kann  
*Salutatorian* - Gemma Schneider

**Introduction of Candidates Being Recommended for Tenure**

Recommendation to accept the Claims Audit Report for March 2019.

Recommendation to accept to Claims Auditor’s Quarterly Report for January, February and March, 2019.

Recommendation to accept the minutes from the following meeting:  
April 16, 2019.

**Board President’s Comments**

**Superintendent’s Comments**

**Student Delegate’s Comments**

**Discussion Item(s):**

Forensics

## **PUBLIC COMMENT #1 Limited to Agenda Items ONLY**

(Will be limited to ½ hour, no more than 2 minutes per speaker).

Though not required by law, the Roslyn Board of Education invites public comment during its meetings. Citizens will be recognized by the presiding officer. Please state your name and address before speaking and direct all comments to the Board. This is not a time for citizen to citizen exchanges. We ask that comments not include the names of students or staff members, and comments are not permitted with respect to confidential matters. Please also be reminded that Board meetings are designed by law to facilitate the school district's business and provide for public Board deliberations. Thank you

### **ACTION ITEMS**

Action may be taken for each individual resolution or by the titled subgroups. Bracketed information following resolutions is not part of the Board's official action and does not become part of the official record.

### **PERSONNEL:**

#### **ALL PERSONNEL APPOINTMENTS LISTED ARE FUNDED IN THE CURRENT BUDGET UNLESS OTHERWISE NOTED**

**P.1.** It is the recommendation of the Superintendent of Schools that the following resolution be adopted:

**RESOLVED**, that the Roslyn Board of Education approves the appointments, resignations, terminations, elimination of positions, transfers, and leaves of absence as detailed in the Personnel Action Reports attached as **(Attachment P.1 Professional)**

**P.2.** It is the recommendation of the Superintendent of Schools that the following resolution be adopted:

**RESOLVED**, that the Roslyn Board of Education approves the appointments, resignations, terminations, elimination of positions, transfers, and leaves of absence as detailed in the Personnel Action Reports attached as **(Attachment P.2 Classified)**

### **BUSINESS/FINANCE:**

#### **ALL ITEMS ON THE BUSINESS/FINANCE PORTION OF THE AGENDA ARE WITHIN THE BUDGET UNLESS OTHERWISE SPECIFIED**

**B.1.** Recommendation to approve **2018-19** general fund appropriation requests:

<u>FROM BUDGET CODE</u>		<u>AMOUNT</u>
1680-440-03-9000-311	TRAV CONF WKSHP	\$1,500.00
2610-443-06-9000-311	LIB PROF & TECH SVCES HTS	\$3,397.50
2610-443-07-9000-311	LIB PROF & TECH SVCES HH	\$5,000.00
2610-443-08-9000-311	LIB PROF & TECH SVCES HS	\$2,557.00
2610-443-09-9000-311	LIB PROF & TECH SVCES MS	\$2,000.00
2630-430-03-1100-311	COMP CONTR	\$10,545.50
	<b>Subtotal</b>	<b>\$25,000.00</b>
<u>TO BUDGET CODE</u>		<u>AMOUNT</u>
2630-450-03-1100-311	COMP SUPPLIES DW	\$25,000.00
	<b>Subtotal</b>	<b>\$25,000.00</b>

REASON FOR TRANSFER REQUEST: To cover the cost of network wiring for security, including door access and wireless, at the middle school.

**B.2.** Recommendation to approve **2018-19** general fund appropriation requests:

<u>FROM BUDGET CODE</u>		<u>AMOUNT</u>
1680-200-03-9000-311	COMPUTER EQPT	\$20,000.00
	<b>Subtotal</b>	<b>\$20,000.00</b>

<u>TO BUDGET CODE</u>		<u>AMOUNT</u>
2630-450-03-1100-311	COMP SUPPLIES DW	\$20,000.00
	<b>Subtotal</b>	<b>\$20,000.00</b>

REASON FOR TRANSFER REQUEST: To cover the cost of toner and paper supplies district-wide.

**B.3.** Recommendation to approve a payment in the amount of \$53,378.71 to Ingerman Smith, L.L.P. for legal services rendered to the district for the period ending 3/31/2019.

**B.4.** Resolved that the Board of Education hereby approves the Inter-Municipal Agreement for summer 2019 between Roslyn and Carle Place UFSD for the transportation of children, subject to approval by counsel, and

Be it further Resolved that the President of the Board of Education be authorized to execute any documents necessary to effectuate said agreement.

**CURRICULUM AND INSTRUCTION:**

**C&I.1** Recommendation to accept the confidential stipulations of the CPSE for the dates listed below as well as the implementation plans for the corresponding special education programs, services and parent notification as previously approved by the Committee on February 26, 2019; March 18, 2019; April 1, 4, 10 and 17, 2019.

**C&I.2** Recommendation to accept the confidential stipulations of the CSE for the dates listed below as well as the implementation plans for the corresponding special education programs, services and parent notification as previously approved by the Committee on February 26, 2019; March 4, 12, 14, 19, 21, 25, 26 and 27, 2019; April 1, 2, 3, 5 and 8, 2019.

**C&I.3** Recommendation to approve Greg Wasserman to attend the New York State Association for College Admissions Counseling Conference 2019 in Syracuse, NY from June 5, through June 7, 2019 at an estimated cost to the district of \$1,525.00.

**C&I.4** Recommendation to approve Scott Segal and 5 Roslyn High School students from the Junior Varsity Quiz Bowl Team to attend the 37<sup>th</sup> Annual National Academic Championship in Washington D.C. from May 30, through June 2, 2019 at an estimated cost to the district of \$3,658.42. [Total cost of trip is \$5,010.02; student contribution \$1,351.60; district contribution \$3,658.42.]

**C&I.5** Recommendation to approve Huichee Yeh to attend the AP Summer Institutes (Chinese) in Norristown, PA from July 28, through August 1, 2019 at no cost to the district. The estimated cost of \$2,098.64 will be paid through the Confucius Grant.

### **BOARD OF EDUCATION:**

**BOE.1** Recommendation to adopt the 2019-2020 Board of Education Calendar of Meetings (**Attachment BOE.1**).

**BOE.2** Recommendation to conduct the *Third reading* to abolish Board of Education policies:

- 2550 Board Member Compensation and Expense
- 4319 Impartial Hearings/Selection of Impartial Hearing Officers
- 4320 Pre-Special Education Referral Intervention
- 4322.1 Educational Programs for Section 504 Students
- 4328 Students with Disabilities: Section 504 of the Rehabilitation Act of 1973/Americans with Disabilities Act
- 4330 Independent Educational Evaluations (IEE) (**Attachment BOE.2**)

**BOE.3 BE IT RESOLVED** that the Board of Education of the Roslyn Public Schools hereby *abolish the following policies*:

- 2550 Board Member Compensation and Expense
- 4319 Impartial Hearings/Selection of Impartial Hearing Officers
- 4320 Pre-Special Education Referral Intervention
- 4322.1 Educational Programs for Section 504 Students
- 4328 Students with Disabilities: Section 504 of the Rehabilitation Act of 1973/Americans with Disabilities Act
- 4330 Independent Educational Evaluations (IEE)

**BOE.4** Recommendation to conduct the *Second reading* of the Board of Education Policies:

- 8635 Information Security Breach and Notification
- 9140 Staff Complaints and Grievances
- 9200 School Volunteers (**Attachment BOE.4**)

**BOE.5** Recommendation to conduct the *First reading* of the Board of Education Policies:

- 5110 Designated Schools of Attendance

6680 Internal Audit Function  
6690 Audit Committee  
8130 School Safety Plans and Teams  
8134 Emergency Closings/Delays  
8140 Unsafe School Transfer Choice  
8336 Use of Surveillance Cameras  
9012 Family and Medical Leave (**Attachment BOE.5**)

**BOE.6** Recommendation to conduct the *First reading* to abolish Board of Education policy:

4810 Teaching about Controversial Issues (**Attachment BOE.6**)

**Public Comments #2**

**EXECUTIVE SESSION (if needed)**

**Adjournment**

Personnel Action Report  
Professional

P.1  
May 9, 2019

Item	Name	Action	Position / Replacing	Location	From	To	Tenure Area	Certification Class / Step Salary
1	Roberto Trigosso	Resignation	Department Chairperson World Languages			6/30/19 (last day of employment)		
2	Craig Johanson	Tenure Appointment	Principal, Middle School		7/10/19		Principal, Middle School	
3	Dave Lazarus	Tenure Appointment	Assistant Principal, Secondary		8/10/19		Assistant Principal, Secondary	
4	Lauren Lopez	Tenure Appointment	Physical Education		8/31/19		Physical Education	
5	Joshua Steffens	Tenure Appointment	Math		8/31/19		Math	
6	Joanna Rocco	Revise Probationary Appointment	Music (T. Nardo)	HH	8/29/19	Prob. Ends 8/28/23*,**	Music	Music, BA/Step 1, Per RTA Contract
7	Vanessa Costa	Substitute Appointment	Per Diem Substitute Teacher		5/13/19	6/30/19		\$130/day
8	Anne-Marie Dolega	Substitute Appt. Summer Academy	Per Diem Substitute Teacher	MS	7/1/19	7/26/19		\$130/day
9	Taylor Gershberg	Substitute Appt. Summer Academy	Per Diem Substitute Teacher	MS	7/1/19	7/26/19		\$130/day
10	KerriAnn Jannotte	Substitute Appt. Summer Academy	Per Diem Substitute Teacher	MS	7/1/19	7/26/19		\$130/day
11	Karen Lucchese	Substitute Appt. Summer Academy	Per Diem Substitute Teacher	MS	7/1/19	7/26/19		\$130/day
12	Kathleen McShea	Substitute Appt. Summer Academy	Per Diem Substitute Teacher	MS	7/1/19	7/26/19		\$130/day
13	Michaela Morales	Substitute Appt. Summer Academy	Per Diem Substitute Teacher	MS	7/1/19	7/26/19		\$130/day
14	Nicole Palladino	Substitute Appt. Summer Academy	Per Diem Substitute Teacher	MS	7/1/19	7/26/19		\$130/day
15	Michelle Palmisano	Substitute Appt. Summer Academy	Per Diem Substitute Teacher	MS	7/1/19	7/26/19		\$130/day
16	Lauren Wetherell	Substitute Appt. Summer Academy & Special Ed 12 Month Program	Per Diem Substitute Teacher	MS	7/1/19	8/13/19		\$130/day
17	Karen Pacella	Substitute Appt. Special Ed. 12 Month Program	Per Diem Substitute Teacher	MS	7/3/19	8/13/19		\$130/day
18	Peter Annibale	Substitute Appt. Special Ed. 12 Month Program	Paraprofessional	MS	7/3/19	8/13/19		Per RPA Contract
19	Bridget Baccarella	Substitute Appt. Special Ed. 12 Month Program	Paraprofessional	MS	7/3/19	8/13/19		Per RPA Contract
20	Wende Batel	Substitute Appt. Special Ed. 12 Month Program	Paraprofessional	MS	7/3/19	8/13/19		Per RPA Contract
21	Randi Beatus	Substitute Appt. Special Ed. 12 Month Program	Paraprofessional	MS	7/3/19	8/13/19		Per RPA Contract

Personnel Action Report  
Professional

P.1  
May 9, 2019

Item	Name	Action	Position / Replacing	Location	From	To	Tenure Area	Certification Class / Step Salary
22	Marianne Corona	Substitute Appt. Special Ed. 12 Month Program	Paraprofessional	MS	7/3/19	8/13/19		Per RPA Contract
23	Theresa Eccher	Substitute Appt. Special Ed. 12 Month Program	Paraprofessional	MS	7/3/19	8/13/19		Per RPA Contract
24	Fiona Horgan	Substitute Appt. Special Ed. 12 Month Program	Paraprofessional	MS	7/3/19	8/13/19		Per RPA Contract
25	Jacqkesha Garza	Substitute Appt. Special Ed. 12 Month Program	Paraprofessional	MS	7/3/19	8/13/19		Per RPA Contract
26	Ellen Litman	Substitute Appt. Special Ed. 12 Month Program	Paraprofessional	MS	7/3/19	8/13/19		Per RPA Contract
27	Lori Maller	Substitute Appt. Special Ed. 12 Month Program	Paraprofessional	MS	7/3/19	8/13/19		Per RPA Contract
28	Karen Orenstein	Substitute Appt. Special Ed. 12 Month Program	Paraprofessional	MS	7/3/19	8/13/19		Per RPA Contract
29	Diana Sabzevari	Substitute Appt. Special Ed. 12 Month Program	Paraprofessional	MS	7/3/19	8/13/19		Per RPA Contract
30	Paulina Vastardis	Substitute Appt. Special Ed. 12 Month Program	Paraprofessional	MS	7/3/19	8/13/19		Per RPA Contract
31	Kinshasa Allen	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
32	Helene Blatt	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
33	Soneya Bonetti	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
34	Karen Buschfrers	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
35	Elizabeth Brown	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
36	Deborah Cooper	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
37	AnnMarie Covino	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
38	Jill D'Amato	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
39	Kimberlie Diesing	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
40	Susan Guthrie	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
41	Delfina Hennep	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
42	Karey Hintermeister	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
43	Christine Iadevia	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
44	Ann Jacobs	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
45	KerriAnn Jannotte	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
46	Catherine Lenoci	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
47	Lauren Lopez	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
48	Karen Lucchese	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
49	Sean Lynch	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
50	Natalie Melaniff	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
51	Lauren McGovern	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
52	Michaela Morales	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
53	Noreen Naughton	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
54	Stacy Neal	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
55	Loren O'Connor	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
56	Bryan Offermann	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
57	Michelle Palmisano	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
58	Krystin Prastil	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
59	Michele Reilly	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract

Personnel Action Report  
Professional

P.1  
May 9, 2019

Item	Name	Action	Position / Replacing	Location	From	To	Tenure Area	Certification Class / Step Salary
60	Brian Schoenfelder	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
61	Ali Sparaco	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
62	Robin Stein	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
63	Laura Wenzel	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
64	Jodi Zambell	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
65	Nicole Zupo	Appointment	CSE Representative (as needed)		7/1/19	8/31/19		Per RTA Contract
66	Christine Flanagan	Appointment	CSE Representative, Psychologist (as needed)		7/1/19	8/31/19		Per RTA Contract
67	Kelly Klages	Appointment	CSE Representative, Psychologist (as needed)		7/1/19	8/31/19		Per RTA Contract
68	John Paul Leonardi	Appointment	CSE Representative, Psychologist (as needed)		7/1/19	8/31/19		Per RTA Contract



Personnel Action Report  
Classified

P.2  
May 9, 2019

Item	Name	Action	Position / Replacing	Class	Type of Appt	Location	From	To	Certification Class / Step Salary
1	Phillip White, Jr.	Resignation	Part-Time Cleaner			HH		4/26/19 (last day of employment)	
2	Raymond Gaudio, Jr.	Probationary Appointment	Maintainer (New Position)	Non-Comp	Prob		On or about 5/13/19*		Grade 5/Step 3, Per RCBDMA Contract
3	Diana Sabzevari	Resignation from Position	Teacher Aide					On or about 5/30/19	
4	Diana Sabzevari	Probationary Appointment	Account Clerk	Comp	Prob	Admin	On or about 5/31/19*		Grade 8A/Step 1, Per RESA Contract
5	Francesco Delledera	Resignation from Position	Maintainer					On or about 6/30/19	
6	Francesco Delledera	Probationary Appointment	Senior Maintainer (E. Trotta)	Non-Comp	Prob		On or about 7/1/19*		Grade 6/Step 27, Per RCBDMA Contract
7	Milta Matamoros	Appointment Special Ed. 12 Month Program	Seasonal Clerk (not to exceed 180 hours)			MS	7/1/19*	8/31/19	\$14.50/hour

\*Pending Civil Service Approval

**ROSLYN PUBLIC SCHOOLS  
BOARD OF EDUCATION  
CALENDAR OF MEETINGS  
2019 - 2020**

July 2, 2019 BOE Retreat / **5:00 PM** Reorganization Meeting

***July/August Meetings at 7:00 AM to be determined***

	February 6, 2020
September 5, 2019	March 12, 2020
September 19, 2019	March 26, 2020
October 3, 2019	April 2, 2020
October 17, 2019	April 21, 2020 <b>[Tue]</b> BOCES Budget Vote
November 7, 2019	May 7, 2020 <b>[Budget Hearing]</b>
November 21, 2019	May 19, 2020 <b>[Tue]+</b>
December 12, 2019	June 4, 2020
January 23, 2020	June 30, 2020 <b>++</b>

**+ May 19, 2020 – Budget vote and Election**-third Tuesday in May

**++June 30, 2020 – End of Year Business Meeting**

Note: All meetings are scheduled for Thursday evenings, unless otherwise noted. Public sessions begin at 8:00 P.M. and are held in the High School, unless otherwise noted. Additional meetings may be scheduled, or this schedule may be adjusted as needed throughout the school year. Please visit our website ([www.roslynschools.org](http://www.roslynschools.org)) for changes.

## **POLICIES TO BE ABOLISHED**

4.4.2019 1st Reading

4.16.2019 2nd Reading

5.09.2019 3rd Reading

**ROSLYN UNION FREE SCHOOL DISTRICT**

**BOARD MEMBER COMPENSATION AND EXPENSE**

**POLICY 2550**

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Members of the Board of Education shall be reimbursed for any authorized expense actually and necessarily incurred in the performance of their duties.

The Board President or his/her designee shall be reimbursed for costs related to school-related functions specified by the Board.

:FPB

Adopted: 12/1989

Ref: Education Law §2118  
General Municipal Law §77b

# ROSLYN UNION FREE SCHOOL DISTRICT

## IMPARTIAL HEARINGS/SELECTION OF IMPARTIAL HEARING OFFICERS

## POLICY 4319

The School District is committed to making every effort to amicably resolve differences involving the educational programs for students with disabilities. When outside assistance is needed to aid in resolving a disagreement about the identification, evaluation, educational placement or provision of a free appropriate education for a student with a disability, mediation is encouraged. For those exceptional circumstances where a more formal method is required, the impartial hearing process will be utilized. The impartial hearing officer (IHO) renders a written decision after the parties present and refute evidence before him/her. The decision of the IHO is final and binding on both parties unless appealed to the State Review Officer (SRO).

### Impartial Hearing Process

The following is an overview of the Impartial Hearing process:

- a) Either the parent or the School District may request an impartial hearing. If a parent makes the request it must be in writing to the Board of Education describing the nature of the dispute and a proposed resolution of the problem. The District will provide a form for this purpose. However, the District may not deny or delay a parent's right to an impartial hearing if the written request is not complete.

If the District is the party initiating an impartial hearing, the District will provide prior written notice to the parent including a statement of the action proposed and any explanation of why the District proposes to take such action.

- b) Upon receipt of or initiation of a request for an impartial hearing, the District will inform the parent of the availability of mediation, of any free or low-cost legal and other relevant services available in the area, and provide them with a copy of the District's Procedural Safeguards Notice.
- c) The District must immediately [but not later than two (2) business days after receipt of the written request] initiate the process to select an IHO. The District selects the IHO through a rotational selection process in accordance with regulatory timelines. The Superintendent's Secretary/District Clerk will be responsible for contacting IHOs and maintaining appropriate records.
- d) The IHO must be certified by the Commissioner of Education, be independent and have access to the support and equipment necessary to perform the duties of an IHO. When the selected IHO indicates availability, the Board of Education must immediately appoint him/her. To expedite this process the Board may designate one (1) or more of its members to appoint the IHO on behalf of the Board.
- e) The impartial hearing will be conducted at a location that is reasonable and convenient to the parent and the student involved. The hearing shall be closed to the public unless the parent requests an open hearing.

- f) The IHO presides over the hearing at which the parties have an opportunity to present evidence and testimony.
- g) The student remains in his/her current placement during the pendency of the impartial hearing unless both parties agree and except as otherwise provided for expedited impartial hearings for certain disciplinary suspensions or removals of a student.
- h) The IHO renders and forwards the finding of fact and decision to the parties and to the State Education Department in accordance with regulatory timelines.
- i) The decision of the IHO is final and binding on both parties unless appealed to the State Review Officer (SRO).

### **Recordkeeping And Reporting**

The District will maintain an alphabetical list of the names of each IHO who is certified in New York State and available to serve in the District. The District will record and report to the State Education Department required information relating to the selection of IHOs and the conduct of impartial hearings according to the manner and schedule specified by the department. The Superintendent shall designate a staff member(s) who will be responsible for reporting such information as required relating to the impartial hearing process into the State Education Department's web-based reporting system.

### **Compensation Of Impartial Hearing Officers**

The District will be responsible for compensating the IHO for pre-hearing, hearing and post-hearing activities at the rate agreed upon at the time of the IHO's appointment. The rate of compensation may not exceed the maximum rate approved by the Director of the Division of the Budget. The District will also reimburse hearing-related expenses (e.g., duplication and telephone costs pursuant to an annually determined schedule.

The District will not be responsible for compensating the IHO for any day of hearing that is cancelled at least five business days prior to the scheduled hearing date. The District will forward a copy of its compensation rates and cancellation policy to each IHO on the District's rotational list, who is contacted for appointment.

### **Mediation**

Mediation is voluntary and does not deny or delay a parent's right to an impartial hearing. If mediation is initiated after a request for an impartial hearing has been received, the impartial hearing must continue unless the request for the impartial hearing is withdrawn. However, a party may request an extension to an impartial hearing in order to pursue mediation.

### **Guardians ad Litem at Impartial Hearings**

Unless a surrogate parent has been previously appointed, the IHO must appoint a guardian ad litem when he/she determines that the interests of the parent(s) are opposed to or inconsistent with those of the student or whenever the interests of the student would be best protected by such appointment.

**ROSLYN UNION FREE SCHOOL DISTRICT**

**IMPARTIAL HEARINGS/SELECTION  
OF IMPARTIAL HEARING OFFICERS**

**POLICY 4319**

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**Confidentiality**

All issues relating to a request for and conduct of an Impartial Hearing must be kept confidential by all District staff.

FPZ:S

Adopted: 8/2003

Ref.: Education Law Sections 4404(1) and 4410 (7)  
8 New York Code of Rules and Regulations  
(NYCRR) Sections 200.1, 200.2, 200.5, 200.16,  
200.21 and 201.11

**ROSLYN UNION FREE SCHOOL DISTRICT****PRE-SPECIAL EDUCATION REFERRAL INTERVENTIONS****POLICY 4320**

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The Board of Education of the Roslyn Union Free School District, in its commitment to providing an educational program which meets individual student needs, recognizes the importance of pre-referral strategies. To ensure the appropriate delivery of services to students with disabilities in the District, the Superintendent of Schools shall ensure that where appropriate, school-wide approaches and pre-referral interventions are implemented to remediate a student's performance prior to referral for special education. Such approaches and pre-referral strategies may include, but shall not be limited to academic intervention services, such as:

- Remedial reading
- Remedial mathematics
- Remedial writing
- Early morning English Language Arts (ELA) and mathematics instruction
- English Language Learners (ELL) instruction
- Speech and language improvement services
- Intensive Individualized Instruction (III)

and social/emotional/physical services, such as:

- Education Related Support Services:
  - Short-term counseling
  - Psychological services

:FPB

Adopted: 9/2000



## ROSLYN UNION FREE SCHOOL DISTRICT

EDUCATIONAL PROGRAMS FOR  
SECTION 504 STUDENTS

## BOARD OF EDUCATION POLICY 4322.1

*(Students with Disabilities -Section 504 of the Rehabilitation Act of 1973/Americans with Disabilities Act)*

The Roslyn Union Free School District has developed procedures to insure that students who are eligible under Section 504 of the Rehabilitation Act of 1973/ADA (the Act) are provided free and appropriate educational programs in the least restrictive environment, in addition to non-discriminatory assessments and due process procedures. Assessments are based upon information required on a case by case basis. Tests, observations, interviews, medical history, etc., are available sources of information.

The Board of Education will locate and identify all students with a disability residing in the district that are eligible under Section 504. An appropriate education may include modifications, accommodations, specialized instruction, or related aids as deemed necessary to meet an individual's educational needs as adequately as the needs of non-disabled students. The Act covers any "person who has or had a record of having, or is regarded as having physical or mental impairments which substantially limit one or more life activities."

Physical or mental impairment means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin and endocrine; or any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities (as defined in the IDEA).

Major Life Activities include: caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working.

A student is eligible under Section 504 when the Section 504 Committee decides that the student does not have one of the thirteen IDEA disabilities, but meets the definition of an individual with a disability under Section 504, and needs regular or special education, or related services.

The documentation of Section 504 eligibility and services to be provided shall be recorded on Roslyn Public School Section 504 Accommodation form (504-08). Each school will administer the Section 504 policies and procedures; and facilitate accommodation services and those supports to assist the student access to general education.

Parents/guardians, who believe their child may have a disability that requires modifications or accommodations to the student's educational program, should contact the child's school and/or the Special Education Department.

:FPB

Adopted: 7/2002

**ROSLYN PUBLIC SCHOOLS**  
**Roslyn, New York**

**POLICY #4328**

**STUDENTS WITH DISABILITIES - Section 504 of the Rehabilitation Act of 1973/Americans with Disabilities Act**

The Roslyn Union Free School District has developed procedures to ensure that students who are eligible under Section 504 of the Rehabilitation Act of 1973/ADA (the Act) are provided free and appropriate educational programs in the least restrictive environment, in addition to non-discriminatory assessments and due process procedures. Assessments are based upon information required on a case by case basis. Tests, observations, interviews, medical history, etc., are available sources of information.

The Board of Education will make every effort to locate and identify all students with a disability residing in the district who are eligible under Section 504. An appropriate education may include modifications, accommodations, specialized instruction, or related aids as deemed necessary to meet an individual's educational needs as adequately as the needs of non-disabled students. The Act covers any "person who has or had a record of having, or is regarded as having physical or mental impairments which substantially limit one or more life activities."

Physical or mental impairment means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin and endocrine; or any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities (as defined in the IDEA).

Major Life Activities include: caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working.

A student is eligible under Section 504 when the Section 504 Committee decides that the student meets the definition of an individual with a disability under Section 504, and requires modifications and/or accommodations to meet the youngster's educational needs.

The documentation of Section 504 eligibility and services to be provided shall be recorded on Roslyn Public School Section 504 Accommodation form (504-08). Each school will administer the 504 policies and procedures; and facilitate accommodation services and those supports to assist the student access general education.

Parents/guardians, who believe their child may have a disability that requires modifications or accommodations to the student's educational program, should contact the child's school and/or the Special Education Department.

PLEASE NOTE that information regarding due process rights under Section 504 of the Rehabilitation Act of 1973/Americans with Disabilities Act, please consult Policy #5311.3, Student Complaints and Grievances, and corresponding Regulation #5311.3-R.

FPZ:S

Adopted: 9/2003

**ROSLYN PUBLIC SCHOOLS**  
**Roslyn, New York**

**POLICY #4330**

**INDEPENDENT EDUCATIONAL EVALUATIONS**

The Roslyn School District has established the following procedures for obtaining independent educational evaluations(s) (IEE(s)) for children who are classified by the Committee on Special Education (CSE) or Committee on Preschool Education (CPSE) as having a disability or who are suspected of having a disability.

Parents with children who have been classified with a disability or children who are suspected of having an educationally related disability have the right under Federal and State regulations to obtain an IEE at public expense under certain conditions. Regulatory standards are outlined in New York State Regulations of the Commissioner of Education § 200.5(g) and Federal Regulations 34 CFR § 300.502. Additionally, A Parent's Guide to Special Education: Your Child's Right to an Education in New York State and the Procedural Safeguards Notice, published by the New York State Education Department, detail IEE requirements. These documents are available from the Roslyn School District Special Education Office for parents who desire to review them.

Definition

An independent educational evaluation (IEE) means an evaluation conducted by qualified examiners as defined in § 300.502(a)(3)(i) who are not employed by the District. If a parent or guardian disagrees with the evaluation conducted by the District, the parent or guardian may have the right to obtain one IEE at public expense for each District evaluation. If a parent requests an IEE at public expense, the District must, without unnecessary delay, either: (a) file a due process complaint to request an impartial hearing before an impartial hearing officer to contest, the IEE for failure to comply with the District's criteria and/or to defend the appropriateness of the evaluation conducted by the District, or (b) provide the IEE at public expense. If the impartial hearing officer determines that the District's evaluation is appropriate, the parents/guardian would not have the right to publicly funded IEE or the right to reimbursement for the IEE.

Timeline

A parent may request an IEE at public expense from the District at any time. However, a parent is entitled to only one IEE at public expense each time the District conducts an evaluation of his/her child with which he/she disagrees. If a parent unilaterally obtains an evaluation at private expense and wishes to submit the private evaluation to the District for reimbursement as an IEE at public expense, the parent will have up to ninety (90) days from the date of the private evaluation to request IEE reimbursement from the District. A copy of the private evaluation report and an itemized invoice must be attached by the parent to the request for IEE reimbursement.

Requests should be in writing to: Dr. Stuart Grossman  
 Director of Pupil Personnel Services  
 Roslyn Public Schools  
 Annex  
 440 Round Hill Road  
 Roslyn Heights, New York 11577

If the parent requests an IEE, the District may ask why the parent objects to the evaluation of the child done by the District. The District may not require an explanation and may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request an impartial hearing to contest the IEE and/or defend the evaluations conducted by the District.

Public Expense

Public Expense means that the District either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. The District has set the following rates as the maximum allowable fees per evaluation:

Psychological Evaluation – Cognitive Evaluation	\$600
Projective Evaluation	\$500
Neurological Evaluation	\$800
Educational Evaluation	\$300
Speech/Language Evaluation	\$400
OT Evaluation	\$350
PT Evaluation	\$300
Psychiatric Evaluation	\$800
Neuropsychological	\$2400
Audiological Evaluation	\$300
Central Auditory Processing Evaluation	\$500
Assistive Technology	\$75/hour

The District may pay for an IEE only if conducted by an individual who possesses current license or certification from the New York State Education Department in the area of the evaluation. The maximum allowable fees set by the District will be high enough to permit parents to choose among qualified professionals within a 50-mile radius of the District. Requests for exception to the maximum allowable fees may be allowed by the District if justified by the student's unique circumstances. Any request for such an exception should be forwarded in writing to the Director of Pupil Personnel Services.

Responsibilities

Parents may select any professional who meets the criteria stated previously. The District has established a list of qualified professionals who are in private practice or employees of other public agencies to whom parents may go to secure an IEE. It is the responsibility of the independent evaluator to contact the District to arrange for payment, dates of classroom visitations and discussions with school staff. The independent evaluator is also responsible for sending a copy of his/her current NYS certification/license to the Director of Pupil Personnel Services.

The District has the responsibility to designate the geographic area in which the parents would be limited in their search for an independent evaluator. The District will consider for public funding evaluations conducted within a 50-mile radius of the district. The District is not responsible for travel expenses and/or mileage to and from the evaluation site. Requests for exception to this geographic area limitation may be allowed by the District if justified by the student's unique circumstances. Any request for such an exception should be forwarded in writing to the Director of Pupil Personnel Services.

:CLB

Adopted: 01/2011

# **ROSLYN UNION FREE SCHOOL DISTRICT**

## **New/Revised Policies**

**1st Reading April 16, 2019**

**2nd Reading May 9, 2019**

# **POLICY 8635**

## **INFORMATION SECURITY BREACH AND NOTIFICATION**

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### **NEW POLICY**

<b>Policies Being Replaced</b>	<b>NONE</b>
<b>Reason for Revision</b>	<b>Adopt policy concerning security breach</b>



The Board of Education acknowledges the State's concern regarding the rise in identity theft and the need for prompt notification when security breaches occur.

The School District maintains students' private information, personally identifiable information, and education records on its student data management systems and recognizes its responsibility to protect the privacy of student data-including personally identifiable information-and its obligation to notify students and their parents when a data security breach has/may have resulted in the unauthorized disclosure of, or access to, this information. Therefore, the District has implemented privacy and security measures designed to protect student data stored in its student data management systems. These measures include reviewing information systems to identify where personally identifiable information is stored and used, and monitoring data systems to protect against and detect potential breaches. In the event of a breach or suspected breach, the School District will promptly take steps to validate the breach, mitigate any loss or damage, and notify law enforcement, if necessary.

If the School District determines that a security breach has occurred, affected individuals will be provided notice without unreasonable delay. The notification method may vary depending on the type of data breached and the number of individuals affected and the Superintendent will be responsible for implementing an appropriate response. To this end, the Superintendent of Schools or his/her designee, in accordance with appropriate business and technology personnel, will:

- Identify and/or define the types of private information that is to be kept secure.
- Include procedures to identify any breaches of security that result in the release of private information; and
- Include procedures to notify persons affected by the security breach as required by law;

Additionally, pursuant to Labor Law §203-d, the School District will not communicate employee and student "personally identifying information" to the general public. This includes social security number, home address or telephone number, personal electronic email address, Internet identification name or password, parent's surname prior to marriage, or driver's license number. In addition, the School District will protect employee social security numbers in that such numbers shall not: be publicly posted or displayed, be printed on any ID badge, card or time card, be placed in files with unrestricted access, or be used for occupational licensing purposes. Employees with access to such information shall be notified of these prohibitions and their obligations.

Any breach of the School District's computerized data which compromises the security, confidentiality, or integrity of personal information maintained by the School District shall be promptly reported to the Superintendent of Schools and the Board of Education.

### Definitions

“Private information” shall mean personal information (i.e., information such as name, number, symbol, mark or other identifier which can be used to identify a person) in combination with any one or more of the following data elements, when either the personal information or the data element is not encrypted or encrypted with an encryption key that has also been acquired:

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

Note: “Private information” does not include publicly available information that is lawfully made available to the general public pursuant to state or federal law or regulation.

“Breach of the security of the system” shall mean unauthorized acquisition or acquisition without valid authorization of computerized data which compromises the security, confidentiality, or integrity of personal information maintained by the School District. Good faith acquisition of personal information by an officer or employee or agent of the School District for the purposes of the School District is not a breach of the security of the system, provided that the private information is not used or subject to unauthorized disclosure.

To successfully implement this policy, the School District shall inventory its computer programs and electronic files to determine the types of personal, private information that is maintained or used by the School District, and review the safeguards in effect to secure and protect that information.

### Procedure for Identifying Security Breaches

In determining whether information has been acquired, or is reasonably believed to have been acquired, by an unauthorized person or a person without valid authorization, the School District shall consider:

1. indications that the information is in the physical possession and control of an unauthorized person, such as a lost or stolen computer, or other device containing information;
2. indications that the information has been downloaded or copied;
3. indications that the information was used by an unauthorized person, such as fraudulent accounts, opened or instances of identity theft reported; and/or

4. any other factors which the School District shall deem appropriate and relevant to such determination.

#### Security Breaches – Procedures and Methods for Notification

Once it has been determined that a security breach has occurred, the following steps shall be taken:

1. If the breach involved computerized data *owned or licensed* by the School District, the School District shall notify those New York State residents whose private information was, or is reasonably believed to have been acquired by a person without valid authorization. The disclosure to affected individuals shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the system.

The School District shall consult with the New York State Office of Cyber Security and Critical Infrastructure Coordination (CSCIC) to determine the scope of the breach and restoration measures.

2. If the breach involved computer data *maintained* by the School District, the School District shall notify the owner or licensee of the information of the breach immediately following discovery, if the private information was or is reasonably believed to have been acquired by a person without valid authorization.

The required notice shall include (a) district contact information, (b) a description of the categories of information that were or are reasonably believed to have been acquired without authorization and (c) which specific elements of personal or private information were or are reasonably believed to have been acquired. This notice shall be directly provided to the affected individuals by either:

1. Written notice;
2. Electronic notice, provided that the person to whom notice is required has expressly consented to receiving the notice in electronic form; and that the School District keeps a log of each such electronic notification. In no case, however, shall the School District require a person to consent to accepting such notice in electronic form as a condition of establishing a business relationship or engaging in any transaction; or
3. Telephone notification, provided that the School District keeps a log of each such telephone notification.

However, if the School District can demonstrate to the State Attorney General that (a) the cost of providing notice would exceed \$250,000; or (b) that the number of persons to be notified exceeds

500,000; or (c) that the School District does not have sufficient contact information, substitute notice may be provided. Substitute notice would consist of all of the following steps:

1. E-mail notice when the School District has such address for the affected individual;
2. Conspicuous posting on the School District's website, if they maintain one; and
3. Notification to major media.

Notification of State and Other Agencies

Once notice has been made to affected New York State residents, the School District shall notify the State Attorney General, the Consumer Protection Board, and the State Office of Cyber Security and Critical Infrastructure Coordination as to the timing, content, and distribution of the notices and approximate number of affected persons.

If more than 5,000 New York State residents are to be notified at one time, the School District shall also notify consumer reporting agencies as to the timing, content and distribution of the notices and the approximate number of affected individuals. A list of consumer reporting agencies will be furnished, upon request, by the Office of the State Attorney General.

Ref: State Technology Law §§201-208  
Labor Law §203-d

Adoption date:

# **POLICY 9140**

## **STAFF COMPLAINTS AND GRIEVANCES**

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### **REVISED POLICY**

<b>Policies Being Replaced</b>	<b>Policy 9140.1 Staff Complaints and Grievances</b>
<b>Reason for Revision</b>	<b>Update policy to align with current law</b>

The Board of Education recognizes that staff complaints and grievances regarding work rules arise from time to time. In many instances the complaint process is covered by collective bargaining agreements, and in those instances, the grievance procedure outlined in the agreement shall be used. In order to address staff complaints not covered by bargaining agreements, and/or for those employees not covered by such an agreement, the Board of Education establishes this policy. The Board of Education acknowledges that staff members have the right to present complaints and grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.

### Definitions

1. "Grievant" shall mean an employee who alleges a grievance.
2. "Grievance" shall mean any alleged violation, misinterpretation or inequitable application of laws, regulations, rules or governing procedures which relates to employee health or safety, physical facilities, materials or equipment furnished. It does not include complaints regarding compensation, benefits, disciplinary proceedings or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.
3. "Immediate Supervisor" shall mean the person under whose immediate jurisdiction the grievance occurs.
4. "Representative" shall mean the person or persons designated by the aggrieved employee as his counsel or to act in his behalf.

### Procedures

This policy provides grievance procedures for those employees not covered by collective bargaining agreements or whose negotiated agreements do not include grievance procedures. Grievants shall have the right to representation at all stages of the grievance process. The resolution of staff complaints shall be dealt with in the following manner:

### Stages

#### *A. Stage I – Immediate Supervisor*

1. Within thirty (30) days after the events giving rise to the grievance, the grievant shall present the grievance orally to their immediate supervisor. The supervisor may informally discuss the grievance with the grievant. He/She shall promptly investigate the complaint. All employees of the School District shall cooperate with the supervisor in such investigation. If the immediate supervisor is the subject of the grievance, then the review shall be completed by a designee the Assistant Administrator for Business.

2. The supervisor shall render his/her determination within fifteen (15) days after the grievance was presented to him/her. In the event the supervisor finds that there has been a violation, he/she shall propose a resolution of the complaint. The discussion and resolution of grievances with the supervisor shall be on an oral and informal basis.
3. If the grievant is not satisfied with the finding of the supervisor, or with the proposed resolution of the grievance, the grievant may, within fifteen (15) days after he/she has discussed the determination and/or proposed resolution with the supervisor, file a written request for review by the Superintendent of Schools.

*B. Stage II – Superintendent of Schools*

1. The Superintendent of Schools may request that the grievant and the supervisor present a written statement to him/her setting forth any information that such person has relative to the grievance and the facts surrounding it.
2. At the request of the grievant the Superintendent of Schools shall hold an informal hearing and shall notify all parties concerned as to the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within fifteen (15) school days of the receipt of the appeal by the Superintendent of Schools.
3. Within fifteen (15) days of receipt of the grievance, or from the hearing, if applicable the Superintendent of Schools shall render his/her determination in writing. If the grievant is not satisfied with the determination of the Superintendent of Schools, the grievant may, within fifteen (15) days after its receipt, file with the District Clerk, a written request for review by the grievance committee as established by the Board of Education.

*C. Stage III – Grievance Committee*

1. The Board of Education shall appoint a committee composed of two representatives to hear the grievance.
2. When a request for review by a grievance committee has been made, the Superintendent of Schools shall submit all written statements and other materials concerning the case to the grievance committee.
3. The grievance committee shall notify all parties concerned of the time and place when a hearing will be held. Such hearing will be held within fifteen (15) school days of the receipt of the request of the grievant. All parties concerned shall have the right to present further statements and testimony at such hearing.

4. The grievance committee shall render a report in writing within fifteen (15) days after the hearing has been concluded. The report of the grievance committee shall contain a statement of the committee's findings of fact, conclusions and advisory recommendations. The grievance committee shall send a copy of its report to each employee involved, his/her representative, if any, and the Superintendent of Schools.

This policy shall be filed with the District Clerk and the State Civil Service Commission within fifteen (15) days of adoption and/or amendment, as required by law.

Cross-ref: 0100, Equal Opportunity and Nondiscrimination  
0110, Sexual Harassment

Ref: General Municipal Law, Article 15-c  
Civil Service Law, Article 14

Adoption date:



# **POLICY 9200**

## **SCHOOL VOLUNTEERS**

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### **REVISED POLICY**

<b>Policies Being Replaced</b>	<b>4532 School Volunteers</b>
<b>Reason for Revision</b>	<b>Updating substance of policy</b>

The Board of Education recognizes that the use of volunteers in the School District can assist School District employees in providing more individualized and enriched opportunities in instruction. The Board of Education also recognizes that volunteers from all backgrounds and age groups may be willing to share their time, training, experience or personal characteristics to benefit the students of the School District. Individuals who are especially qualified because of training, experience and/or background may be invited to participate in School District activities by speaking, making presentations, or leading discussions in the classroom so that students may benefit from their special expertise.

Volunteers may be involved in many facets of school operations. Volunteers shall not be used (1) to provide transportation for school-sponsored activities and/or (2) to provide coaching for any intramural or interscholastic activity. No volunteer shall be permitted to have unsupervised direct contact with students.

The Superintendent of Schools or his/her designee may approve the use of volunteers by school personnel who are responsible for tasks or projects for which they wish to involve the use of volunteers. In the event the Superintendent of Schools or his/her designee approves the use of volunteers, the employee to whom said approval has been given shall make provisions for adequate supervision and evaluation.

Each Building Principal shall be responsible for maintaining a current and complete list of all active volunteers and their assignments.

Adoption Date:

# **ROSLYN UNION FREE SCHOOL DISTRICT**

## **New/Revised Policies**

**May 9, 2019**

# **POLICY 5110**

## **DESIGNATED SCHOOLS OF ATTENDANCE**

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### **NEW POLICY**

**-DRAFT NEW POLICY-****ROSLYN UNION FREE SCHOOL DISTRICT****DESIGNATED SCHOOLS  
OF ATTENDANCE****POLICY 5110**

Designated schools of attendance (“attendance zones”) shall be established by the Board of Education upon recommendation of the Superintendent of Schools or his/her designee. Separate and distinct attendance areas shall be established and maintained for the district's elementary schools. There shall be a single attendance zone for the School District's middle school and high school. Once adopted, the Superintendent of Schools will see that they are appropriately shown on an official district map, which shall be maintained in the School District’s transportation office. The official district map shall be available to the public. All areas shall be laid out on official district maps.

Pupils shall be assigned to appropriate schools in accordance with established school attendance zones. Elementary school students shall attend the school building in the attendance zone in which their residence is located unless (1) otherwise required as a result of a placement by the Committee on Special Education or (2) the student has been placed in a specialized academic program offered at one of the other elementary schools and/or (3) where it is in the best interest of the student to be placed in a school other than the designated school of attendance.

Upon the request of a parent/guardian to the Superintendent of Schools or his/her designee, a resident student enrolled in Kindergarten through 5<sup>th</sup> grade who moves to a new attendance zone in the District after February 1st may be permitted to complete the school year in the school in which they started the school year. The Superintendent of Schools or his/her designee shall have the sole discretion in determining whether to grant the parent/guardian request taking into account the following factors:

- the placement of the student will result in an increase in the size of the faculty or staff necessary to educate the student;
- when such exclusion is deemed to be in the interests of the School District.

Cross-ref: 5100 Student Attendance  
5150 School Admissions  
5152 Admission of Non-Resident Students

Adoption Date:

# **POLICY 6680**

## **INTERNAL AUDIT FUNCTION**

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### **NEW POLICY**

**-DRAFT NEW POLICY-****ROSLYN UNION FREE SCHOOL DISTRICT****INTERNAL AUDIT FUNCTION****POLICY 6680**

The Board of Education recognizes its responsibility to provide for sound fiscal management of the School District. To this end, the Board of Education establishes an internal audit function to carry out the following tasks:

- Develop an annual risk assessment of School District fiscal operations which shall include but not be limited to:
  - a. a review of financial policies and procedures,
  - b. the testing and evaluation of School District internal controls;
- An annual review and update of such risk assessment; and
- Prepare reports, at least annually or more frequently as the Board of Education may direct, which:
  - a. analyze significant risk assessment findings,
  - b. recommend changes for strengthening controls and reducing identified risks, and
  - c. specify timeframes for implementation of such recommendations.

To fulfill this function, the School District may use inter-municipal cooperative agreements, BOCES shared services, or independent contractors as long as such personnel or entities performing the internal audit function comply with the Regulations of the Commissioner and meet professional auditing standards for independence between the auditor and the School District. The School District may also use existing personnel to fulfill this function but only if such persons shall not have any responsibilities for other business operations of the School District while performing such function.

Personnel or entities performing this function shall report directly to the Board of Education. The School District's audit committee shall assist in the oversight of this internal audit function.

Cross-ref: 6010 *et seq.* as appropriate

Ref: Education Law §2116-b

Adoption Date:

# **POLICY 6690**

## **AUDIT COMMITTEE**

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### **NEW POLICY**



**-DRAFT NEW POLICY-****ROSLYN UNION FREE SCHOOL DISTRICT****AUDIT COMMITTEE****POLICY 6690**

The Board of Education will designate and appoint an Audit Committee for purposes of overseeing and carrying out the Board of Education's audit policies and the performance of related duties and responsibilities. The School District's Audit Committee shall consist of three (3) Board of Education members to serve on this Committee. Employees of the School District are prohibited from serving on the committee.

The Audit Committee shall:

- provide recommendations regarding the appointment of the external auditor for the district;
- meet with the external auditor prior to commencement of the audit;
- review and discuss with the external auditor any risk assessment of the School District's fiscal operations developed as part of the auditor's responsibilities under governmental auditing standards for a financial statement audit and federal single audit standards if applicable;
- receive and review the draft annual audit report and accompanying draft management letter and, working directly with the external auditor, assist the Board of Education in interpreting such documents;
- make a recommendation to the Board of Education on accepting the annual audit report;
- review every corrective action plan to be developed by the School District in response to the external audit and assist the trustees or Board of Education in the implementation of such plan; and
- assist in the oversight of the internal audit function including, but not limited to, providing recommendations regarding the appointment of the internal auditor for the School District, the review of significant findings and recommendations of the internal auditor, monitoring of the School District's implementation of such recommendations, and the evaluation of the performance of the internal audit function.

The Audit Committee may conduct an executive session in accordance with law and Commissioner's regulation. Any member of the Board of Education who is not a member of the Audit Committee may be allowed to attend an executive session if authorized by a resolution of the Board of Education.

It is not the intent of the Board of Education that the Audit Committee participate in or be responsible for the day to day operations of the School District or in the decisions that are the responsibility of the Superintendent of Schools or his/her designee, or the other school district administrators.

Ref: Education Law §2116-c

Adoption date:

# **POLICY 8130**

# **SCHOOL SAFETY PLANS AND**

# **TEAMS**

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## **REVISED POLICY**

**ROSLYN UNION FREE SCHOOL DISTRICT**

**SCHOOL SAFETY PLANS AND TEAMS**

**Policy 8130**

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Emergencies and violent incidents in schools are critical issues that must be addressed in an expeditious and effective manner. The Board of Education recognizes its responsibility to adopt and keep current a comprehensive District-wide school safety plan and building-level emergency response plan(s) which address violence prevention, crisis intervention, emergency response and management.

Taken together, the District-wide and building level plans shall provide a comprehensive approach to addressing school safety and violence prevention, and provide the structure where all individuals can fully understand their roles and responsibilities for promoting the safety of the entire school community. The plans shall be designed to endeavor to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the School District's coordination with local and county resources. The plans shall also address risk reduction/prevention, response and recovery with respect to a variety of types of emergencies and violent incidents in District schools.

In accordance with state law and regulation, the School District shall have the following school safety teams and plans to deal with violence prevention, crisis intervention and emergency response and management:

Comprehensive District-wide School Safety Team and Plan

The Board of Education shall annually appoint a District-wide school safety team that includes, but is not limited to, a representative from the following constituencies: the Board of Education, teachers, administrators, and parent organizations, school safety personnel and other school personnel. This team shall be responsible for the development and annual review of a comprehensive District-wide school safety plan. The plan shall cover all School District school buildings and shall address violence prevention (taking into consideration a range of programs and approaches that are designed to create a positive school climate and culture), crisis intervention, emergency response and management including communication protocols, at the School District level. It shall include all those elements required by law and regulation.

The Board of Education, in its discretion, may appoint a student representative to the District-wide school safety team. However, no confidential building-level emergency response plan(s) shall be shared with the student member, nor shall the student member be present during discussion of any confidential building-level emergency response plan(s), or confidential portions of the District-wide emergency response strategy.

The Superintendent of Schools or his/her designee shall be the School District's chief emergency officer and shall coordinate communication between School District staff, law enforcement and first responders.

**ROSLYN UNION FREE SCHOOL DISTRICT**

**SCHOOL SAFETY PLANS AND TEAMS**

**Policy 8130**

Building-level emergency response teams and plans

Each Building Principal shall be responsible for annually appointing an emergency response team. The emergency response team shall be responsible for the development and review of a building-level emergency response plan for each School District building. The plan(s) shall address communication, emergency response (including insuring that local responders have access to floor plans, blueprints, and other appropriate maps of school property and the immediate surrounding area), and evacuation at the building level and shall include all procedures required by law and regulation.

Within each building, the building level emergency response plans shall designate:

- an emergency response team that includes appropriate school personnel, law enforcement officials, fire officials and representatives from local, regional and/or state emergency response agencies to assist the school community in responding to a serious violent incident or emergency;
- other appropriate incident response teams; and
- a post-incident response team that includes appropriate school personnel, medical personnel, mental health counselors and other related personnel to assist the community in coping with the aftermath of a serious violent incident or emergency.

The Building Principal shall be responsible for conducting at least one (1) test every school year of the emergency response procedures under this plan including procedures for sheltering, early dismissal, drills and other exercises to test the components of the plan.

To maintain security and in accordance with law, the building-level emergency response plan(s) shall be confidential and shall not be subject to disclosure under the Freedom of Information Law or any other law.

Annual Review and Report

Each safety plan shall be reviewed by the appropriate school safety team on at least an annual basis, and updated as needed. In conducting the review, the building-level teams shall consider any changes in personnel, local conditions and other factors including an evaluation of the results of the annual test of the emergency response procedures which may necessitate updating of plans. If the plan requires no changes, then it shall remain in effect. If either plan requires change, then the updated plan shall be submitted to the Board of Education. In the case of the District wide safety plan, the updated plan will be submitted to the Board of Education in time to allow thirty (30) days for public comment and to hold a public hearing which provides for the participation of school personnel, students and other interested parties prior to Board of Education adoption. All plans must be adopted by the Board of Education by September 1.

**ROSLYN UNION FREE SCHOOL  
DISTRICT**

**SCHOOL SAFETY PLANS AND TEAMS**

**Policy 8130**

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The Superintendent of Schools or his/her designee shall be responsible for filing the District-level school safety plan and any amendments to the plan with the Commissioner within thirty (30) days after their adoption. The Superintendent of Schools or his/her designee shall be responsible for filing the building-level emergency response plan for each building and any amendments to the plan with the appropriate law enforcement agency and the state police within thirty (30) days after their adoption.

Ref: Education Law §2801-a  
Executive Law §2B  
8 NYCRR Part 155

Adoption date:

**POLICY 8134**  
**EMERGENCY**  
**CLOSINGS/DELAYS**

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**REVISED POLICY**

**ROSLYN UNION FREE SCHOOL DISTRICT**

**EMERGENCY CLOSINGS/DELAYS**

**POLICY 8134**

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The Superintendent of Schools may close the schools in the School District or dismiss early when hazardous weather or other emergencies threaten the health or safety of students and personnel. The Superintendent of Schools may delegate this authority to another staff member in the event of his/her absence.

While it may be prudent, under certain circumstances, to excuse all students from attending school, to delay the opening hour, or to dismiss students early, the Superintendent of Schools has the responsibility to ensure that administrative, supervisory, and operational activity is continued to the extent possible.

In making the decision to close schools, the Superintendent of Schools will consider many factors, including the following principal ones that relate to the safety and health of children:

1. weather conditions, both existing and predicted;
2. driving, traffic, and parking conditions affecting public and private transportation facilities;
3. actual occurrence or imminent possibility of any emergency condition that would make the operation of schools difficult or dangerous; and
4. inability of teaching personnel to report for duty, which might result in inadequate supervision of students.

When schools are closed or delayed for emergency reasons, staff members will follow contractual obligations in reporting for work.

Ref: Education Law §3604(7)

Adoption date:

# **POLICY 8140**

## **UNSAFE SCHOOL TRANSFER CHOICE**

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### **NEW POLICY**



**ROSLYN UNION FREE SCHOOL DISTRICT**

**UNSAFE SCHOOL TRANSFER CHOICE**

**Policy 8140**

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The Board of Education recognizes that, in accordance with law, there may be instances in which it must offer students the choice to transfer to a safe public school within the School District at the same grade level. Such transfer choice must be offered if:

1. the school a student would normally attend is designated a “persistently dangerous school” by the Commissioner of Education; or
2. a student becomes the victim of a “violent criminal offense” that occurs on the grounds of the school the student currently attends.

In accordance with federal and state law and regulations, the option to transfer to a safe school will be available only if there is a safe public school that eligible students can transfer to at the same grade level within the School District. Therefore, the Board of Education directs the Superintendent of Schools or his/her designee to develop a list identifying any school(s) designated by the Commissioner of Education as persistently dangerous that also includes any alternative safe public school(s) within the School District for each grade level to which students may transfer. The list shall be revised annually, as necessary.

**Notification of Transfer Rights**

The Superintendent of Schools or his/her designee shall notify parents of all students in a school designated as persistently dangerous, and the parents of any student who becomes a victim of a violent criminal offense on school grounds, of their child’s right to transfer out of the school they currently attend. The notice shall:

1. explain that students may transfer only to a safe public school at the same grade level within the School District,
2. identify the school(s) a student may transfer to,
3. explain the procedures for transfer, including the need for parents wanting their child to transfer to inform the Superintendent of Schools or his/her designee of their decision within the time frame stated in the notice.
4. inform parents of their right to request that their child be returned to the school of origin if they later reconsider their decision to allow the transfer.

The required notice shall be sent first class mail within ten (10) days after the School District receives notice from the Commissioner of Education of the school’s designation as persistently dangerous. In the case of a student who is deemed to be the victim of a violent criminal offense on school grounds the notice shall be sent first class mail within twenty-four (24) hours of any such determination by the Superintendent of Schools or his/her designee.

To the extent practicable, the notice will be provided in the dominant language or mode of communication used by the parents.

**ROSLYN UNION FREE SCHOOL DISTRICT**

**UNSAFE SCHOOL TRANSFER CHOICE**

**Policy 8140**

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**Procedures for Transfer**

The transfer of any student attending a school that is deemed to be persistently dangerous generally will occur within thirty (30) school days after the School District finds out about the designation. The transfer of a student determined to be a victim of a violent criminal offense on school grounds will occur generally within ten (10) calendar days of the determination.

A student transferring from a persistently dangerous school has the right to remain at the safe school he or she transfers to for as long as the school of origin continues to be identified as persistently dangerous. But such a student will remain at the safe school until he or she completes the highest grade level there if it is determined to be in the best educational interest of the student to remain there. The School District will make such a determination based on the student's educational needs and other factors affecting his or her ability to succeed if returned to the school of origin.

A student who transfers because he or she became the victim of a violent criminal offense at his or her school of origin remains at the school transferred to until he or she completes the highest grade level there.

Upon parental request, any student who exercised his or her right to transfer to a safe school may return to the school of origin. Any such transfer back will be effective at the start of classes in the next school year following the request.

**Transportation**

The School District shall provide transportation to students transferring to a safe school within the transportation limits established under New York's Education Law.

Procedures for Determining Whether a Student Has Become the Victim of a Violent Criminal Offense on School Grounds

In accordance with School District procedures for the reporting of violations that constitute crimes, the Building Principal or designee shall promptly notify both local law enforcement and the Superintendent of Schools or his/her designee of all reports that involve the infliction of a serious physical injury upon another, a sex offense involving forcible compulsion, or any other offense that involves the use or threatened use of a deadly weapon under applicable provisions of New York's Penal Law.

Following receipt of any such report, the Superintendent of Schools or his/her designee shall proceed to determine whether any of the students involved in the reported incident has become the victim of a violent criminal offense on school grounds. In making this determination, the Superintendent of Schools or his/her designee shall:

**ROSLYN UNION FREE SCHOOL DISTRICT**

**UNSAFE SCHOOL TRANSFER CHOICE**

**Policy 8140**

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1. consult with any law enforcement agency investigating the alleged violent criminal offense, and document his or her consultation with law enforcement officials,
2. consider any reports or records provided by law enforcement agencies investigating the situation,
3. consult with the School District's attorney prior to making any final determination, and
4. document his or her findings.

A criminal conviction is not required for the Superintendent of Schools or his/her designee to make a determination that a student indeed has become the victim of a violent criminal offense on school grounds. However, the Superintendent of Schools' determination (or his/her designee's determination) that a violent criminal offense has occurred cannot be used as evidence in any student disciplinary proceeding initiated against either the alleged victim or the perpetrator of the offense.

Upon a finding that a student has become the victim of a criminal violent offense on school grounds, the Superintendent of Schools or his/her designee will provide the student's parents with notice of the student's right to transfer to a safe school in accordance with the notice procedures established by this policy above. The Superintendent of Schools or his/her designee will document compliance with the notification requirements and the procedures followed to carry out the student's transfer if the parents elect to have the student transfer to another school.

Appeal of Determination Regarding a Violent Criminal Offense

Parents may appeal to the Board of Education the determination regarding whether their child has become the victim of a violent criminal offense on school grounds.

Cross-ref:

Ref: 20 USC §7912(a)  
Education Law §2802(7)  
Penal Law §10.00(1), (12)  
8 NYCRR §120.5

Adoption date:

**POLICY 8336**  
**USE OF SURVEILLANCE**  
**CAMERAS**

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**REVISED POLICY**

**-DRAFT REVISED POLICY-****ROSLYN UNION FREE SCHOOL DISTRICT****USE OF SURVEILLANCE CAMERAS ON  
SCHOOL DISTRICT PROPERTY****Policy 8336**

The Board of Education recognizes its responsibility to promote, foster, and ensure the safety of its students, staff, visitors, facilities, and property and ensure a safe and effective learning environment. While the Board of Education recognizes the importance of privacy, after having carefully considered and balanced the rights of privacy with its duty to promote discipline, health, welfare, and safety of staff, students, and the general public, the Board of Education supports the use of surveillance cameras in or on School District property, including facilities, school buses, and/or School District grounds, when necessary. These surveillance cameras will assist in maintaining the overall safety and welfare of School District students, staff, property, and visitors, as well as to deter theft, violence, and other criminal activities.

Surveillance cameras will only be placed in public or common areas, such as stairwells, hallways, cafeterias, parking lots, or playgrounds, and not in private areas such as locker rooms, bathrooms, or other areas in which individuals have a reasonable expectation of privacy.

**Disciplinary Proceedings**

Video recordings or footage from School District surveillance cameras may be used in student disciplinary proceedings, as appropriate.

**Signage/Notification**

The School District will place signage at entrances to its campuses or at major entrances into buildings notifying students, staff, and visitors of the use of surveillance cameras. Students and staff will also receive additional notification, as deemed appropriate by the Superintendent of Schools or his/her designee, regarding the use of its surveillance cameras through means such as publication in the School District's calendar, on the School District's website and in such other publications as determined by the Superintendent of Schools or his/her designee.

**Maintenance of Video Recordings**

Any video surveillance recording (tape, CD, or digital) in School District buildings, on school buses, or on School District property will be the sole property of the School District and stored in its original form and in a secure location to avoid tampering and also to maintain its confidentiality in accordance with relevant law and regulations.

In addition, to the extent that any video images create student or personnel records, the School District will comply with all applicable State and Federal laws related to record retention, record

*-DRAFT REVISED POLICY-*

**ROSLYN UNION FREE SCHOOL DISTRICT**

**USE OF SURVEILLANCE CAMERAS ON  
SCHOOL DISTRICT PROPERTY**

**Policy 8336**

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maintenance, and record disclosure, including the Family Educational Rights and Privacy Act (FERPA).

Ref: 20 U.S.C. §1232g (Family Educational Rights and Privacy Act)  
Arts & Cultural Affairs Law Art. 57-A  
Public Officers Law §87  
Records Retention & Disposition Schedules for Use by School Districts, Schedule ED-1

Adoption Date:

**POLICY 9012**

**FAMILY AND MEDICAL LEAVE**

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**REVISED POLICY**

**-DRAFT REVISED POLICY-****ROSLYN UNION FREE SCHOOL DISTRICT****FAMILY AND MEDICAL LEAVE****Policy 9012**

Consistent with the federal Family and Medical Leave Act of 1993 as amended, the Board of Education recognizes the right of eligible employees to unpaid family and medical leave for up to twelve (12) workweeks during any twelve (12) month period. For the purposes of family and medical leave, the twelve month period necessary for eligibility shall be a rolling year. A rolling twelve (12) month period is measured backward from the date an employee uses any FMLA leave. The Board of Education shall ensure that all eligible employees who use such leave shall have their health benefits continued and shall be returned to his/her previous position or an equivalent position according to established Board of Education practices, policies and collective bargaining agreements.

To be eligible for family or medical leave, an employee must have been employed for at least twelve (12) months and have worked at least 1,250 hours during the prior twelve (12) months.

**Basic Leave Entitlement**

Family Medical Leave Act (FMLA) requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

**Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*



**-DRAFT REVISED POLICY-****ROSLYN UNION FREE SCHOOL DISTRICT****FAMILY AND MEDICAL LEAVE****Policy 9012**

**\*The FMLA definitions of “serious injury or illness” for current service-members and veterans are distinct from the FMLA definition of “serious health condition”.**

**Benefits and Protections**

During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

**Right to Benefits During Leave**

The School District requires an employee to use accrued paid vacation, personal or sick leave for purposes of a family leave. The School District requires an employee to use accrued vacation, personal, or sick leave for purposes of a medical leave. In order to use paid leave for FMLA leave, employees must comply with the employer’s normal paid leave policies.

The employee shall notify the School District of his/her request for leave, if foreseeable, at least thirty (30) days prior to the date when the leave is to begin. If such leave is not foreseeable then the employee shall give such notice as is practical. The School District will require a certification from a health care provider if medical leave is requested.

When an employee returns following a leave, he/she must be returned to the same or equivalent position of employment. The Superintendent of Schools or his/her designee may reassign a teacher consistent with the teacher's agreement to a different grade level, building or other assignment consistent with the employee's certification and tenure area. The employee is not entitled to accrue seniority during the employee’s unpaid leave.

Any employee who uses unpaid leave shall have his/her health benefits continued during the leave, shall not have any previously accrued benefits altered and shall be returned to an equivalent position according to established Board of Education policies and collective bargaining agreements.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**-DRAFT REVISED POLICY-****ROSLYN UNION FREE SCHOOL DISTRICT****FAMILY AND MEDICAL LEAVE****Policy 9012****Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

**Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the School District's operations.

**Employee Responsibilities**

Employees must provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, the employee must provide a notice as soon as is practical and generally must comply with the School District's normal absence notification procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the School District if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

**School District Responsibilities**

The School District will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the School District will provide a reason for the ineligibility.

The School District will notify employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the School District determines that the leave is not FMLA-protected, the School District will notify the employee.

**-DRAFT REVISED POLICY-**

**ROSLYN UNION FREE SCHOOL DISTRICT****FAMILY AND MEDICAL LEAVE****Policy 9012**

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**Unlawful Acts by the School District**

FMLA makes it unlawful for the School District to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

**Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

The Board of Education shall ensure that family and medical leave, consistent with the Family and Medical Leave Act, is provided to all eligible employees, unless they are covered by a collective bargaining agreement which provides greater leave benefits than this Act.

The School District shall post a notice prepared or approved by the Secretary of Labor stating the pertinent provisions of the Family and Medical Leave Act, including information concerning enforcement of the law.

Ref: 29 USC 2601-2654 (Family and Medical Leave Act of 1993, as amended)  
29 CFR Part 825

Adoption date:

**ROSLYN PUBLIC SCHOOLS**  
**Roslyn, New York**

**POLICY #4810**

**TEACHING ABOUT CONTROVERSIAL ISSUES**

Teachers handling controversial issues in class must ensure objectivity and make a competent effort to research and present varying opinions on each controversial topic. The age and maturity of students must be taken into account when deciding which curriculum materials to present.

:FPB

Adopted: 12/1989

**ROSLYN PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING**

**AGENDA ADDENDUM  
Thursday, May 9, 2019**

**BUSINESS & FINANCE:**

**B.5.** Recommendation to accept, pursuant to receipt by Craig Johanson, Middle School Principal, a gift from the MS PFA, in the total amount of \$1,000.00 to be appropriated to 2855.200.09.6800.309 to be used for purchasing portable basketball hoops, with the understanding that this increase in appropriations is the result of unanticipated revenue and therefore will result in no impact on the tax levy.

**BOARD OF EDUCATION**

**BOE.7 BE IT RESOLVED**, that Ann Visone is appointed as acting District Clerk for the May 21, 2019 Annual Budget Vote and Election in the event the District Clerk is unable to perform the duties of her position at compensation to be determined.

**BOE.8 BE IT RESOLVED**, the following individuals, Sharon Margolin and Ruth Quintero, are appointed to assist the District Clerk in the conducting of the Annual Budget Vote and Election to be held on May 21, 2019 at a compensation to be determined.

**BOE.9 WHEREAS**, the Board of Education of the Roslyn Union Free School District previously established a repair reserve fund pursuant to General Municipal Law section 6-d; and

**WHEREAS**, the Board of Education of the Roslyn Union Free School District intends to expend money from said repair reserve fund for the following purpose: (i) repair of the rooftop HVAC unit at the Roslyn High School; (ii) repair of the rooftop HVAC unit at the Roslyn Middle School; (iii) complete refinishing of the Roslyn High School gym floor; (iv) complete refinishing of the Roslyn Middle School gym floor; (v) repair of the septic system at the back door of the kitchen at the Roslyn High School; (vi) replacement of the Roslyn High School turf field carpet; and (vii) restriping of the running track at the Roslyn High School; and

**WHEREAS**, in accordance with the requirements of the provisions of section 6-d of the General Municipal Law, the Roslyn Union Free School District Board of Education conducted a public hearing on May 3, 2018 for the purpose of discussing the proposed appropriation of a sum not to exceed Seven Hundred Sixty-Nine Thousand and Nine Hundred and Ninety-Nine Dollars (\$769,999.00) from the previously established repair reserve fund;

**WHEREAS**, at the conclusion of said public hearing, having received no comments concerning the proposed appropriation and expenditure, the Board agreed to authorize the expenditure of the proposed appropriation of Seven Hundred Sixty-Nine Thousand and Nine Hundred and Ninety-Nine Dollars (\$769,999.00) for the above-stated purpose.

**NOW THEREFORE, BE IT RESOLVED** that the Roslyn Union Free School Board of Education hereby confirms and authorizes the expenditure of Seven Hundred Sixty-Nine Thousand and Nine Hundred and Ninety-Nine Dollars (\$769,999.00) from the previously established repair reserve fund for the purpose of (i) repairing of the rooftop HVAC unit at the Roslyn High School; (ii) repairing of the rooftop HVAC unit at the Roslyn Middle School; (iii) complete refinishing of the Roslyn High School gym floor; (iv) complete refinishing of the Roslyn Middle School gym floor; (v) repairing of the septic system at the back door of the kitchen at the Roslyn High School; (vi) replacement of the Roslyn High School turf field carpet; and (vii) restriping of the running track at the Roslyn High School.

**BOE.10 BE IT RESOLVED**, that the Board of Education hereby authorizes the commencement of a lawsuit against Kaeyer, Garment & Davidson Architects, P.C. also known as Kaeyer, Garment & Davidson Architects & Engineers, P.C. in connection with services provided to the School District for various capital improvement projects.