

**LYNBROOK UNION FREE SCHOOL DISTRICT
LYNBROOK BOARD OF EDUCATION
MONTHLY MEETING
February 8, 2023
High School Cafeteria
7:30 PM**

AGENDA

Please turn off all cell phones

1. Salute to Flag
2. Roll Call
3. Approval of Minutes: January 11, 2023
4. Art Gallery
5. Presentations
 - A. Students
 - All-State Football Team
 - Owls Success Academy Graduate
 - Regeneron Semi-Finalist
 - B. Staff
 - Retirements
6. Report from Trustees
 - A. PTA Liaison - Annual Board/PTA Meeting
 - B. DEI Liaison
 - C. Attendance at Events
7. Old Business
8. New Business
 - A. Bond Financial Update
9. Superintendent's Report
 - A. Project Liftoff Update: Art Patch
 - B. 2023-2024 Calendar
 - C. UPK Update for 2023-2024
 - D. Summer Program Survey
 - E. Curriculum Update
 - Holocaust Remembrance Day
 - Assessment Commission
 - F. Capital Projects Update
10. Public Comments
11. Superintendent's Recommendations
12. Adjournment

NOTE: Speakers must identify themselves and state if they are either a resident or non-resident of the Lynbrook Union Free School District.

Superintendent's Recommendations

Upon the recommendation of the Superintendent of Schools of the Lynbrook Union Free School District, the following *Professional Personnel* Resolutions be approved:

RETIREMENTS

23-02-C1

WHEREAS, Mrs. Doreen Combs, physical education teacher and coach in the Lynbrook Union Free School District, has announced her intention to retire effective June 30, 2023, after a remarkable 39-year career in the Lynbrook Public Schools; and
WHEREAS, during this time, Mrs. Combs has continually strived for each student to realize and reach their own potential. Innovative, enthusiastic, empathetic, diligent, and professional are just a few words used by colleagues to describe Mrs. Combs; and

WHEREAS, Mrs. Combs started her teaching career in Franklin, Pennsylvania after studying at Slippery Rock State College. She returned home to Lynbrook in 1984 to work at LHS before transferring to Waverly Park Elementary. Mrs. Combs would then make a stop at South Middle School before eventually returning to her alma mater, Lynbrook High School for the 2013-2014 school year; and

WHEREAS, any administrator fortunate enough to observe Mrs. Combs would agree with Dr. John Beyrer's sentiment when he said, "one comes away from her class feeling they have seen a maestro at work in creating a carefully orchestrated symphonic experience"; and

WHEREAS, Mrs. Combs continually raised the bar in both her classroom and on the athletic field, where her coaching career began in 1984. As the varsity soccer coach, Mrs. Combs served for 20 years and accumulated 7 Conference championships, 1 County championship, and 1 Long Island Championship. Mrs. Combs always kept academics a priority as evidenced by her soccer teams earning 9 Team Scholar Athlete Awards. Working with our JV and varsity softball teams for 14 years, Mrs. Combs brought home 2 Conference championships and 5 additional Team Scholar Athlete Awards; and

WHEREAS, Mrs. Combs continually led by example as evidenced by an incident early in her coaching career when Dr. Beyrer noted afterward that "I'm sure the players appreciate the fact that they need only look at their coach to find an example of courage and heroism"; and

WHEREAS, the Board of Education would like to thank Mrs. Combs for her exceptional commitment to accountability, exceeding expectations in any role that she took on. All told, Mrs. Combs received Nassau County Coach of the Year honors three times, Teacher of the Year honors twice, and is a member of the Lynbrook Honor Roll; and

WHEREAS, the Board of Education wishes Mrs. Combs a happy and healthy retirement, enjoying the Florida sun while spending time with her beautiful family, wife Laurie, and son Jesse as he excitedly begins his post-high school journey;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby accepts the resignation of Mrs. Doreen Combs for purposes of retirement effective June 30, 2023.

23-02-C2

WHEREAS, Mrs. Maria Stella Kruh, Music Teacher in the Lynbrook Union Free School District, has announced her intention to retire, effective June 30, 2023, after 29 years in the District; and

WHEREAS, Mrs. Stella Kruh graduated with a B.S. degree in Music Education from Hofstra University, and then received a graduate degree in Aesthetic Education from Adelphi University. Mrs. Stella Kruh valued her college achievements that would later guide her students to their own achievements; countless numbers of Mrs. Kruh's students made All-County festivals, starred in school musicals, have been accepted into the Tri-M music

honor society, and were even accepted into the prestigious All-State Festival that occurs annually in Rochester, NY; and

WHEREAS, Mrs. Stella Kruh has spent her Lynbrook career as the Music Teacher at West End School. Mrs. Kruh taught first through fifth-grade classroom music. Her students learned valuable general music knowledge, including note reading, differing rhythms, music styles, and songs from centuries ago. Mrs. Kruh gave students a glimpse back into history by discussing famed composers from Bach and Mozart to jazz musicians like Louis Armstrong. Mrs. Kruh will always be remembered for special performances such as 1st-grade Thanksgiving Treasures and the 2nd-grade Famous Americans presentation. A favorite event for many was when Mrs. Kruh led the entire school in a holiday sing-along the day before the holiday break. These performances included heartfelt holiday tunes and cheerful winter songs. From standards like "Feliz Navidad" to "Dreidel," Mrs. Kruh exposed West End to a variety of music. A highlight was when Mrs. Kruh would have students stand up with life-size paper candles to lead the way in the Christmas song "One Little Candle." To commemorate their final year in music class at West End, Mrs. Kruh prepared 5th graders to sing at graduation; and

WHEREAS, in addition to teaching music, Mrs. Kruh had a second role as the director of the 4th and 5th grade Chorus and Special Ensemble. Mrs. Kruh has been responsible for preparing students for countless concerts, working tirelessly to put on a beautiful performance at every concert. With props, solos, dancing, and more, each of the choir performances was a hit! and

WHEREAS, while instilling the love of music in her students, she also sought out opportunities for her students to perform for a variety of audiences. Mrs. Kruh brought her choral students out into the Lynbrook community, sometimes performing 5-10 times throughout town in the evenings and on weekends in December to spread holiday joy! The chorus students have performed at assisted living homes, nursing homes, PTA events, and village tree-lighting ceremonies; and

WHEREAS, as a member of the Nassau Music Educators Association, Mrs. Kruh prepared her students for their All-County performances, chaperoned rehearsals and attended the event. Mrs. Kruh was also a fixture at countless concerts at other schools in the Lynbrook district. One could often see Mrs. Kruh as an audience member cheering on her music colleagues at LHS, North & South Middle, Marion Street and Waverly Park. Her support for her coworkers never went unnoticed at winter and spring concerts, musicals, and the end-of-year Parents and Friends of Music Awards Dinner; and

WHEREAS, the Department of Fine and Performing Arts and the Board wishes to thank Mrs. Maria Stella Kruh for her 29 years of commitment to Lynbrook Schools and wishes her a happy and healthy retirement with her husband, Jeff and her mother Maria;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby accepts the resignation of Maria Stella Kruh for purposes of retirement effective the close of business, June 30, 2023.

23-02-C3 WHEREAS, Mr. Stephen LoCicero, social studies teacher and coach in the Lynbrook Union Free School District, has announced his intention to retire effective June 30, 2023, after a storied 32 year career at Lynbrook High School; and

WHEREAS, during this time, Mr. LoCicero has continually delivered on a promise he made on his 1991 application to "bring commitment, loyalty, and enthusiasm to your school"; and

WHEREAS, Mr. LoCicero has inspired thousands of students by teaching nearly the entire compliment of social studies courses offered in the building, finding his greatest impact by welcoming and challenging students in the Advanced Placement and Honor's level courses; and

WHEREAS, as Dr. Barbarino stated in Mr. LoCicero's tenure observation that "his energy continues to shine beyond the confines of the classroom", Mr. LoCicero spent a career impacting students on our athletic fields and courts. Mr. LoCicero has served in several capacities, including head varsity football coach for seventeen years, earning 81 victories, 15 playoff appearances, 8 Big Four appearances, 3 County final appearances, 1 County championship, and 1 Long Island Championship; and

WHEREAS, for the last 9 years, Mr. LoCicero has served as the head varsity girls' basketball coach where he has earned 103 wins (and counting), 8 straight playoff appearances, 4 Elite 8 appearances, 1 Final Four appearance, and 1 County Championship. In all, Mr. LoCicero coached a total of 63 seasons for the Lynbrook schools, accumulating that number by also serving as a coach for JV and middle school lacrosse, varsity golf, and varsity cross country; and

WHEREAS, Mr. LoCicero has cemented his legacy in Lynbrook as he will retire as the second winningest varsity head coach in not one, but two sports, establishing this impressive feat in both football and girls' basketball, where he also received coach of the year honors for each sport respectively; and

WHEREAS, Mr. LoCicero's commitment to the Lynbrook community is evidenced by his choice to proudly raise his own children in the district, producing four LHS graduates who have each gone on to succeed in their own fields; and

WHEREAS, the Board of Education would like to thank Mr. LoCicero for his exceptional instruction and leadership, serving as a teacher, coach, and mentor to Lynbrook students for over three decades; and

WHEREAS, the Board of Education wishes Mr. LoCicero a happy and healthy retirement, filled with time for reading and golf at his new home in North Carolina, spending time with his beautiful family: wife Jen, and LHS alumni Nicholas ('13), Gabrielle ('14), Zachary ('16), and Sophia ('18); and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby accepts the resignation of Mr. Stephen LoCicero for purposes of retirement effective June 30, 2023.

23-02-C4

WHEREAS, Mrs. Margaret O'Brien, Reading Interventionist in the Lynbrook Union Free School District, has announced her intention to retire, effective June 23, 2023, after more than 25 years of service to the principals, staff, students, and parents of the Lynbrook schools; and

WHEREAS, Mrs. Margaret O'Brien began her teaching career as a classroom teacher at St. Raymond's School and swiftly transitioned to become a reading interventionist and tutor while also taking on the role of motherhood before coming to Lynbrook in 1997. Margaret has served as a Reading Interventionist in Grades K-8. After a short time as a part-time employee, Lynbrook sought after the talented reading interventionist and Margaret was hired as a full-time employee in 1998. During her tenure in Lynbrook, she passionately taught students at both North and South Middle Schools, the Kindergarten Center, and Marion Street. Marion Street will always be her home, as it was the one constant in her many years teaching in Lynbrook; and

WHEREAS, Mrs. Margaret O'Brien's thirst for knowledge and desire to pursue the most effective teaching methods meant that she has spent countless hours attending conferences and training with consultants and reading specialists to hone her skillset. To the benefit of our students, Margaret's quest for knowledge and commitment to improving literacy instruction has led Lynbrook's emergent readers down a successful path. Margaret embraced every and any new reading intervention program to support her students. She mastered and successfully implemented a myriad of programs that included Megawords,

System 44, Great Leaps, Really Great Reading, Junior Great Books, LLI, and most recently, Sounds Write. She is a master reading interventionist and prides herself on being a Wilson-certified reading instructor. Mrs. O'Brien has also implemented reading assessments and helped open the door for our classroom teachers to implement the best guided reading practices. She shared her expanding knowledge of reading and writing with her colleagues, classroom teachers, and parents throughout the years; and

WHEREAS, Mrs. Margaret O'Brien's love of reading reached far beyond the small group settings that she provided. Her kindergarten students enjoyed her implementation of Big Book of the Week. Ms. O'Brien has been noted to be an expert diagnostician and joined the district Reading Committee to examine our reading practices. She also inspired our students to participate in the Nassau Reading Council's Young Authors Contest. Mrs. O'Brien embraced emerging technology, and utilized the internet to excite the students as they followed the journey of the Iditarod in real-time; and

WHEREAS, Mrs. Margaret O'Brien opened the world of books, stories, and adventures to her students as they learned to read! Mrs. O'Brien found ways to connect with her students. During a period of long separation from her students, she gladly called individual students at home and listened to them read to her over the phone. As her students were building their reading skills, they were also building confidence. Margaret's professionalism and knowledge about effective reading practices are the hallmark of her successful career; and

WHEREAS, the Board of Education thanks Mrs. Margaret O'Brien for her commitment to Lynbrook Schools and wishes her a happy and healthy retirement with her husband, Bob, her son Luke and wife Seton, granddaughter Aine, son Pat and his wife Claire, daughter Shannon and fiancée Zach, and son Tim. Margaret will enjoy planning her daughter's wedding, brisk walks with family and friends, and competition on the pickleball court; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby accepts the resignation of Mrs. Margaret O'Brien for purposes of retirement effective June 30, 2023.

23-02-C5

WHEREAS, Mrs. Bonnie Shapiro began her career at Waverly Park Elementary School as a 1st grade teacher in 1973. Mrs. Bonnie Shapiro spent the following 8 years teaching various grade levels at Waverly Park Elementary School including Kindergarten, 1st and 2nd grade. In 1981, Mrs. Bonnie Shapiro decided to take some time off to raise her daughters; and

WHEREAS, Mrs. Bonnie Shapiro began to miss working with children and still had a personal connection to Lynbrook Public Schools, she decided to approach Dr. Beyrer and applied for a half day teaching position in the newly created Lynbrook Kindergarten Center Supplemental Program in 1996, the rest is history; and

WHEREAS, Mrs. Bonnie Shapiro never left the Kindergarten Center as she transitioned into a full-time Kindergarten teacher in 1998, educating children for the past 25 years as the Green Class teacher, in room #10. Seventeen of these years were spent teaching several types of Inclusion models. The last 13 years Mrs. Bonnie Shapiro spent teaching the integrated Co-Teaching model with Mrs. Nicole DiMichele, her buttercup! and

WHEREAS, Mrs. Bonnie Shapiro speaks with love and respect for all her students placing great emphasis on celebrating each child's individual accomplishments. Mrs. Bonnie Shapiro will always make her students feel safe, and welcomed, and importantly, her unique ability to make each child feel that they are exceptional. This is all due to the heart of gold Mrs. Bonnie Shapiro holds for her students; and

WHEREAS, Mrs. Bonnie Shapiro's classroom is a delight for the mind and eyes. Every space is decorated so beautifully and highlighted with her student's work. It is obvious that this is an environment that has supported and encouraged her students to reach for the

stars! Mrs. Bonnie Shapiro’s energy is limitless as she often closes up the Kindergarten Center by working late to prepare for the next day’s lesson or redecorate her bulletin boards. Mrs. Bonnie Shapiro is always one of the first teachers to arrive back in August, planning and decorating a beautiful classroom for her students; and

WHEREAS, Mrs. Bonnie Shapiro is a teacher who is highly requested by parents year after year and bragged about within the Lynbrook Community. History repeats itself and Mrs. Bonnie Shapiro has made sure her reputation remained strong over the past 33 years; and

WHEREAS, Mrs. Bonnie Shapiro has given 33 notable years in the Lynbrook Public School’s along with an extraordinary amount of volunteer positions and awards: PTA President at Waverly Park Elementary School for 2 years, during this time Mrs. Bonnie Shapiro raised funds to build the first playground at Waverly Park, member of the Lynbrook High School Shared Decision Making Committee, established the 1st Swim Team at Lynbrook High School, Girl Scouts of Nassau County Volunteer at Waverly Park, Founders Day Award, Honor Role, World of Difference Committee, Club Advisor for SKIP, Mentors of Long Island, Character Education Committee, Multi-Cultural Committee, Relay for Life and of course the Kindergarten Center’s SUNSHINE event coordinator, planning holiday parties, bridal and baby showers, always remembering to acknowledge the important events in the lives of her colleagues; and

WHEREAS, Mrs. Bonnie Shapiro does have a life outside the Kindergarten Center with her husband Michael, former residents of Lynbrook now residing in Oceanside and sharing a very special bond for their daughters and spouses, Stephanie, Mason, Allison, Derek, Emilie and Ben. What makes Mrs. Bonnie Shapiro’s life outside the Kindergarten even more special is spending evenings and weekends with her grandchildren, Zoe, Wes, Sam, Oliver, Maisie and a new granddaughter on the way due in May. Mrs. Bonnie Shapiro will now be able to travel to Brooklyn, Astoria and Rockville Centre and spend quality time with her grandchildren, visiting the local toy stores, going to lunch, or even a sleepover. Mrs. Bonnie Shapiro will also find some extra time to spend long weekends in Montauk with her husband Michael, her best friend, sister Jill and brother-in-law Kenny, as well as spending time in Palm Springs, hiking and working out with her sister Jill. Michael may be able to get a new fishing partner, you never know! and

WHEREAS, Mrs. Bonnie Shapiro will be missed by her colleagues, parents and students. Lynbrook Public Schools is losing the gem of an educator who has given her life to teaching and making sure all of her students are loved and taken care of. We were incredibly lucky Mrs. Bonnie Shapiro has been ours for the past 33 years! We never say good-bye at the Kindergarten Center, Bonnie you can always come back and we know you will! and

WHEREAS, the Board of Education thanks Mrs. Bonnie Shapiro for her commitment to the Lynbrook Public Schools and wishes her a happy and healthy retirement;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby accepts the resignation of Mrs. Bonnie Shapiro for purposes of retirement effective June 30, 2023.

LEAVES OF ABSENCE

23-02-C6 ANGELA RUGGIERO-ARTUSA, Teacher Assistant at Marion Street, is requesting a Family Medical Leave effective January 4, 2023, through February 17, 2023.

LONG-TERM SUBSTITUTES

23-02-C7	ELENI MATTHEOS	Position:	Long-Term Substitute Math Teacher
		Status:	Long-Term Substitute
		Effective:	2/27/2023 – 6/23/2023 unless sooner terminated in

Certification: accordance with law
 Mathematics 7-12,
 Initial Certificate
 Payscale: Class 1 Step 1A
 \$135 per diem 2/27/2023 – 4/18/2023
 \$236.09 per diem 4/19/2023-6/23/2023
 Assigned to: South Middle School
 Reason: Jenna Giblin is taking Family Medical
 Leave and Infant Care Leave

Upon the recommendation of the Superintendent of Schools of the Lynbrook Union Free School District, the following **Civil Service Personnel** Resolutions be approved:

TERMINATION

23-02-NC1 **ELISSA MICHAELS** Position: Teacher Aide
 Effective date: 2/3/2023 (close of business)
 Assigned to: Waverly Park
 Explanation: Terminated

APPOINTMENTS

23-02-NC2 **CARLOS DIAZ** Position: Assistant Head Custodian
 Effective: 2/6/2023 (pending Civil Service
 Certification)
 Probation: 2/6/2023-8/5/2023
 (usual six-month civil
 service probation)
 Pay Scale: Schedule B
 Assigned to: High School
 Explanation: Replacing William Ludwig

Upon the recommendation of the Superintendent of Schools of the Lynbrook Union Free School District, the following **Resolutions** be approved:

23-02-G1 BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District gratefully acknowledges and accepts a donation of \$3,250.15 from Lynbrook SEPTA to be used to fund the purchase and installation of an Augmentative Communication Board for the Marion Street Playground (H-M10-9950-900-50-0024, Marion St Grounds Project).

23-02-G2 BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District gratefully acknowledges and accepts a donation of \$1,000.00 from the Toshiba America Foundation to be used to purchase materials and supplies for the Effects of Ocean Acidification and Microplastic project (A-2110-450-20-0020, Instructional Supplies High School).

23-02-G3 BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District gratefully acknowledges and accepts a donation of \$1,500.00 from the W20 Foundation on behalf of the Team Up 4 Community Program (TU4C) in recognition of the community service efforts performed by the football team for Camp A.N.C.H.O.R. in the 2022 TU4C Holiday Sports Heroes Video Challenge to be used to purchase a defensive reaction machine to be used by the football program (A-2855-450-00-0024, Supplies Interscholastic).

23-02-G4 BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District

gratefully acknowledges and accepts a donation of \$775.00 from the Marion Street PTA to be used to fund a performance of "A Day in Clay Potters' Wheel" assembly for the students of the Marion Street School (Code 2110-495-00-0004, BOCES Regional Cert.).

23-02-G5 BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District gratefully acknowledges and accepts a donation from the Kindergarten Parents Club Chipotle fundraiser in the amount of \$102.58 to be deposited into the Student Activities account.

23-02-G6 BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District approves and adopts the following 2023-2024 school calendar:

**LYNBROOK PUBLIC SCHOOLS
SCHOOL CALENDAR
2023-2024**

September (16 + 2 = 18)

S	M	T	W	T	F	S
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October (21)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November (18 + 1 = 19)

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December (16)

S	M	T	W	T	F	S
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January (21)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February (16)

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March (19)

S	M	T	W	T	F	S
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April (14)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May (22)

S	M	T	W	T	F	S
				1	2	3 4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June (17)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

September 4	Schools Closed (Labor Day)	December 25 – Jan 1	Schools Closed (Holiday Recess)
September 5 & 6	Supt. Conference Days (No Students)	January 15	Schools Closed (Martin Luther King Day)
September 7	First Day of School – Students Report	February 19 - 23	Schools Closed (Winter Recess)
September 25	Schools Closed (Yom Kippur)	March 28 – April 1	Schools Closed (Easter Break)
October 9	Schools Closed (Columbus Day)	April 22 - 30	Schools Closed (Spring Recess)
November 7	Supt. Conference Day (No Students)	May 27	Schools Closed (Memorial Day)
November 10	Schools Closed (Veterans Day)	June 19	Schools Closed (Juneteenth)
November 23 & 24	Schools Closed (Thanksgiving Recess)	June 26	Last Day of School

180 Student Attendance Days + 3 Superintendent's Conference Days = 183 Total Teacher Attendance Days

○ Superintendent's Conference Day (No Students)
 □ Schools Closed
 First & Last Day of School

23-02-G7

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools of the Lynbrook Union Free School District, the following personnel be appointed to teach additional classes for the 2022-2023 school year, unless otherwise changed by the Board of Education, and while performing the tasks

appropriate to this appointment shall receive the additional compensation indicated herein or provided for in the applicable collective bargaining agreement.

BE IT FURTHER RESOLVED, that should any person so appointed be unable to serve in the capacity due to absence or for any other reason, the appointment may be terminated by the Superintendent of Schools and the additional compensation discontinued.

Additional sixth (6) period class \$5,412.12 (prorated from January 30, 2023)
Irene Muniz

23-02-G8 BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools of the Lynbrook Union Free School District, the following be appointed Permanent Substitute from 1/25/2023 – 1/27/2023 at a rate of \$135.00 per day, unless otherwise changed by action of the Board of Education of the Lynbrook Union Free School District.

Name	School
Irene Muniz	High School/North Middle School

23-02-G9 BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools of the Lynbrook Union Free School District, the following be appointed Permanent Substitutes for the 2022-2023 school year at a rate of \$135.00 per day, unless otherwise changed by action of the Board of Education of the Lynbrook Union Free School District.

Name	School
Benjamin Barnett	High School
Eleni Mattheos	South Middle School

23-02-G10 BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools of the Lynbrook Union Free School District, the following be appointed as Per Diem Substitutes for the 2022-2023 school year at a rate of \$125.00 per day, unless otherwise changed by action of the Board of Education.

Leslie Pinto
Rhonda Ingerman
Benjamin Barnett

23-02-G11 WHEREAS, the Lynbrook Union Free School District has a need for clerical support to consolidate data in PowerSchool;

BE IT RESOLVED, that the Lynbrook Union Free School District hereby agrees to pay the following clerical staff at their current hourly rate for the performance of said services during the 2022-2023 school year, unless otherwise changed by action of the Board of Education of the Lynbrook Union Free School District.

Patricia LaBarbera
Patricia Jung
Regina Fasullo
Jeanne Larocco

23-02-G12 WHEREAS, the Superintendent of Schools of the Lynbrook Union Free School District has consulted with Mrs. Adrianna Schaefer, Director of Fine and Performing Arts and recommends the following be appointed as advisors for 2023 LHS play, unless otherwise changed by action of the Board of Education.

Director	Joni Russo/Janet Rosano
Program Coordinator	Michael Kunz
Art Advisor/Set Design	Joni Russo/Janet Rosano
Set Construction	Joni Russo
Costume Advisor	Barry Wyner
House Manager	Barry Wyner

23-02-G13 WHEREAS, the Superintendent of Schools of the Lynbrook Union Free School District, has consulted with Mr. Martillotti, Director of Athletics, Physical Education & Health, and recommends the following individuals for Interscholastic Coaching and miscellaneous related positions for the 2022-2023 school year:

Carl Cangelosi Winter Middle School Wrestling

23-02-G14 WHEREAS, the Superintendent of Schools of the Lynbrook Union Free School District, has consulted with Mr. Martillotti, Director of Athletics, Physical Education & Health, and recommends the following individuals to serve as Athletic Supervisors for the 2022-2023 school year:

Michael Franklin
Michael Motherway

23-02-G15 WHEREAS, the Superintendent of Schools of the Lynbrook Union Free School District, has consulted with Mr. Martillotti and recommends the following individuals for Interscholastic Coaching and miscellaneous related positions for the 2022-2023 seasons:

Sport/Miscellaneous	Season	Coach
Varsity Badminton	Spring	Brian Hetrick
JV Baseball	Spring	Brian McCloskey
Varsity Baseball	Spring	Jon Zaccaro
Varsity Baseball Assistant	Spring	Alexander Weingarten
Varsity Golf- Boys	Spring	Joshua Berlin
Varsity Golf- Girls	Spring	Drew Bidart
JV Lacrosse- Boys	Spring	Joseph LaBarbera Michael McDermott
Varsity Lacrosse- Boys	Spring	William Luzzi
Varsity Lacrosse Assistant- Boys	Spring	William Leighley Keith Lizzi
Varsity Lacrosse Volunteer- Boys	Spring	Donald Borges
JV Lacrosse- Girls	Spring	Caroline Abbate
Varsity Lacrosse- Girls	Spring	Vincent Tetro
Varsity Lacrosse Assistant- Girls	Spring	Ciara Gordon Nicole Pataky
Lacrosse Timer	Spring	Steven Freifeld Valerie Russo
Varsity Flag Football- Girls	Spring	Christian Passuello David Yaker
Varsity Softball	Spring	Peter Toscano
Varsity Softball Assistant	Spring	Danielle Ballard
JV Softball	Spring	Elizabeth Famiglietti
Varsity Tennis- Boys	Spring	Shari Bowes
Varsity Track- Boys	Spring	Peter McNally
Varsity Track Asst- Boys	Spring	Christopher Balas
Varsity Track- Girls	Spring	Joseph Beyrer
Varsity Track Asst- Girls	Spring	Brian Donaldson

MS Baseball	Spring	Albert Marrazzo Benedict Tieniber
MS Lacrosse- Boys	Spring	John Cornicello
James O'Hara MS Lacrosse- Girls	Spring	Michael Kunz Edward Parenteau
MS Softball	Spring	Danielle Marquardt
MS Tennis- Girls	Spring	Brian Bowes
MS Track	Spring	Doreen Combs Carrie Lowell-Stern Richard Renz

23-02-G16 BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools of the Lynbrook Union Free School District, the following be appointed to the 2023 Spring Adult Education Program to teach an SAT Preparation Course at a fee of \$1,530 unless otherwise changed by the Board of Education.

Elizabeth Cardito
Brian Chan

23-02-G17 BE IT RESOLVED, that Resolution 22-12-G8 (2022-2023 Fall Adult Education Program appointment) be **AMENDED** to reflect a change in the name:

from Judy Burnovski to Judy Lande

at the rate of \$28.00 an hour, unless otherwise changed by the Board of Education.

23-02-G18 BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools of the Lynbrook Union Free School District, the following be appointed to the 2023 Spring Adult Education Program at the rate of \$28.00 an hour, unless otherwise changed by the Board of Education.

Doreen Grace	Charles Abar
Jennifer Jandovitz	Lauren Reganato
Jock Anderson	Iosif Reznik
Deborah Kirscheim	Jamy O'Rourke
Robert Bivona	Mary Ann Kuntz
Loreen McLaughlin	Frank Milillo
Lisa Samuels	Jennifer Marchetta
Michael Caputo	Kathleen Huggard
Megan Senese	Jennifer Ferro
Diane Backich	

23-02-G19 WHEREAS, the Lynbrook Union Free School District has a need for the services of JW Consulting;

BE IT RESOLVED, that the Lynbrook Union Free School District hereby agrees that JW Consulting will provide defensive driving sessions for the Spring 2023 Adult Education sessions unless otherwise changed by action of the Board of Education. Students taking this course will pay JW Consulting \$46.00.

23-02-G20 BE IT RESOLVED, that Resolution 22-10-G27 for Club Advisors at the high school be **AMENDED** to reflect the following changes for the 2022-2023 school year unless otherwise changed by action of the Board of Education:

Adding: Level

Andrew Rosenberg Class of 2024 set fee (in addition to Karen Smith)

Removing:

Brian Jacobs as Class of 2024 advisor

23-02-G21 BE IT RESOLVED, that Resolution 23-01-10-G27 be **AMENDED** to reflect a change in musical advisors as follows:

Appointing
Rumiko Moroi (in addition to Joni Russo) as Art Advisor/Set Design \$305

23-02-G22 BE IT RESOLVED, that the following resolutions be **amended** to reflect a change in name from Ellen Kuhner to Ellen Sheehan.

22-03-C14	School Media Specialist	21-22 school year
22-04-G22	Building Technologist	21-22 school year
22-06-G24	Supervisor West End	21-22 school year
22-08-G7	Building Technologist	22-23 school year
22-10-G6	Summer Curriculum Writer	22-23 school year
22-11-G32	Supervisor West End	22-23 school year

23-02-G23 BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools and upon the request of LAURA MITCHELL, the Board of Education of the Lynbrook Union Free School District hereby grants a one-year extension of the probationary term in the tenure area of Director of K-12 Guidance from July 1, 2023, through June 30, 2024, unless discontinued earlier by action of the Board of Education.

23-02-G24 **0115 HARASSMENT AND BULLYING**

The Board of Education ("the Board") is committed to providing an educational and work environment that promotes respect, dignity and equality. The Board recognizes that harassment and bullying are detrimental to student learning and achievement. This behavior both interferes with the mission of the District to educate its students and disrupts the operation of the schools. Such behavior affects not only the students or employees who are its targets, but also those individuals who participate in or witness such acts. The Board expects students to conduct themselves in an appropriate manner for their respective levels of development, maturity, and demonstrated capabilities with a proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment. The Board believes that the most positive school climate is one which is culturally sensitive and which models positive behavioral interactions that clearly show that there is no tolerance for antisocial behaviors such as bullying.

To this end, the Board strictly prohibits all forms of harassment including hazing, bullying, cyberbullying and sexting, which may occur on school grounds, school buses and at all school-sponsored activities or off-campus at school-sponsored functions. The Board also strictly prohibits any harassment including hazing, bullying, cyberbullying, and sexting that occurs off-campus and endangers the health and safety of students or staff members, that substantially disrupts the educational process, or creates a reasonably foreseeable risk of such a disruption. If the harassment is of sexual nature, Board Policies 5020.1 and 9110.2 provide additional information and clarification on the district's responsibilities in this area. The following definitions are provided for guidance only. If a student or other individual believes there has been aggressive behavior by a student or adult that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment, regardless of whether it fits a particular definition, he or she should report it and allow the administration to determine the appropriate course of action:

a. **"Disability"** means: (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques; or (b) a record of such an impairment; or (c) a condition regarded by others as such an impairment. However, for purposes of this section, the term "disability" is limited to disabilities which, upon the provision of reasonable accommodations, do not prevent the complainant from performing in a reasonable manner the activities involved in the job or occupation sought or held.

b. **"Employee"** means any person receiving compensation from a school district. This term also includes any employee of a contracted service provider or worker placed within a public school in a school district under a public assistance employment program pursuant to the [Social Services Law \(Art. 5, Title 9-B\)](#), and consistent with the provisions of such law and any applicable contract, provide services involving direct student contact.

c. **"Gender"** means actual or perceived sex and includes a person's gender identity or expression.

d. **"Harassment"** Harassment has been defined in various ways in federal and state law and regulation. The Board recognizes that these definitions are important standards, but the Board's goal is to prevent misbehavior from escalating in order to promote a positive school environment. The Dignity for All Students Act (§§10-18 of Education Law) defines harassment as the creation of a hostile environment by conduct or by threats, intimidation or abuse, including cyberbullying, that (a) has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional or physical well-being; (b) reasonably causes or would reasonably be expected to cause a student to fear for their physical safety; (c) reasonably causes or would reasonably be expected to cause physical injury or emotional harm to a student; or (d) occurs off school property and creates or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property. The harassing behavior may be based on any characteristic, including but not limited to a person's actual or perceived:

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

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

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

e. **"School Bus"** means every motor vehicle owned by a public or governmental agency or private school and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities, or, privately owned and operated for compensation for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities.

f. **"School Function"** means a school-sponsored extracurricular event or activity that takes place either on or off school property.

- g. **"School Property"** means in or within any building, structure, athletic playing field, playground, parking lot, or land contained within the real property boundary line of a public elementary or secondary school; or in or on a school bus.
- h. **"Sexual Orientation"** means actual or perceived heterosexuality, homosexuality or bisexuality.
- i. **"Bullying"** means the intentional and aggressive behavior that involves an actual or apparent imbalance of power or strength and is usually repeated over time. Bullying may present itself in many forms including, but not limited to:
1. *Physical* - hitting, kicking, spitting, pushing, pulling, taking and/or damaging personal belongings or extorting money, blocking or impeding student movement, or unwelcome physical contact.
 2. *Verbal* (oral or written) - taunting, malicious teasing, insulting, name calling, making threats, or engaging in sexual, religious or racial harassment.
 3. *Electronically transmitted* - see the "cyberbullying" definition;
 4. *Psychological* - spreading rumors, manipulating social relationships, peer pressuring or coercion, engaging in social exclusion/shunning, extortion, or intimidation, dehumanizing gestures, or public humiliation.
- j. **"Cyberbullying"** means the use - either on or off school property - of information technology, including but not limited to the Internet, email, instant messaging services, chat rooms, blogs, cell phones, pagers, PDAs, gaming systems and social media websites, to deliberately harass, threaten or intimidate others. Cyberbullying may involve sending mean, vulgar or threatening messages or images; posting sensitive or private information about another person on an Internet site; pretending to be someone else in order to speak harmful untruths about that other person; or intentionally excluding someone from an Internet-based group or activity.
- k. **"Hazing"** means the intentional or reckless commission of an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization (whether school-sponsored or not), or for any other purpose.
- l. **"Sexting"** means the sending, receiving or forwarding of sexually provocative nude or nearly nude photos through text message, email, or another method of information technology (as described in the "cyberbullying" definition) which can be used to hurt, harass and humiliate others.
- m. **"Volunteer"** means any person, other than an employee, who provides services to a school or school district, which involve direct student contact.
- n. **"Material Incident of Discrimination and/or Harassment"** means a single incident or a series of related incidents where a student is subjected to discrimination and/or harassment by a student and/or employee on school property or at a school function that creates a hostile environment by conduct, with or without physical contact and/or by verbal threats, intimidation or abuse, of such severe or pervasive nature that: (a) has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional and/or physical well-being; or (b) reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety.

Prevention:

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

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

Intervention:

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

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

Provisions for students who do not feel safe at school:

The Board acknowledges that, notwithstanding actions taken by district staff, intervention may require a specific coordinated approach if the child does not feel safe at school.

Students who do not feel safe at school are limited in their capacity to learn and reach their academic potential. Staff, when aware of bullying, should determine if accommodations are needed in order to help ensure the safety of the student and bring this to the attention of the building principal or Dignity Act Coordinator. The building principal, other appropriate staff, the student and the student's parent will work together to define and implement any needed accommodations.

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

Incident Reporting and Investigation:

Although it can be difficult to step forward, the district can't effectively address bullying if incidents are not reported. Students who have been bullied, parents whose children have been bullied or other students who observe bullying behavior are encouraged and expected to make a verbal and/or written complaint to any school personnel in accordance with the training and guidelines provided. Staff who observe or learn of incident(s) of bullying are required, in accordance with State law, to make an oral report to building principal or Dignity Act Coordinator.

In order to effectively enforce this policy and take prompt corrective action, the Board encourages all victims and persons with knowledge of any type of harassment to report such behavior immediately to a school administrator, teacher, dean, guidance counselor, psychologist, social worker or nurse or other appropriate staff member. Reports may be made formally or informally, verbally or written. Reports may also be made anonymously; however, before formal disciplinary action may be taken, the district is responsible for verifying the substance of the allegation by conducting an investigation.

Any person who, acting reasonably and in good faith, files a report pursuant to this Policy or participates in the investigation of a report shall be free from retaliation of any kind. However, any person who knowingly and deliberately makes a false report of harassment pursuant to this Policy shall be subject to appropriate disciplinary action.

The District will promptly investigate all complaints made pursuant to this Policy. Reports filed pursuant to this Policy shall remain confidential to the extent possible in accordance with applicable laws and District policies. However, limited disclosure may be necessary to complete a thorough investigation or take corrective action. If, after appropriate investigation, the District discovers a violation of this Policy, prompt corrective action will be taken in accordance with the District's code of conduct and state law.

Consistent with the District's responsibility to investigate reports of harassment, hazing, or bullying, the Board permits school and network administrators and their authorized employees to examine, use, and disclose any data found on the school's information networks in order to further the health, safety, discipline, or security of any student or other person, or to protect property. Information gathered by these administrators may be used in disciplinary actions, and any evidence of a crime will be furnished to law enforcement.

Disciplinary Consequences/Remediation:

While the focus of this policy is on prevention, acts of bullying may still occur. In these cases, offenders will be given the clear message that their actions are wrong and the behavior must improve. Student offenders will receive in-school guidance in making

positive choices in their relationships with others. If appropriate, disciplinary action that is measured, balanced and age-appropriate will be taken by the administration in accordance with the district's Code of Conduct, as applicable. Law enforcement will be consulted if the behavior rises to the level of possible criminal activity,

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

Non-Retaliation

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

Remedial Measures: In response to particular incidents, remedial measures may include, but are not limited to: (a) peer support groups; (b) corrective instruction or other relevant learning or service experience; (c) supportive intervention; (d) behavioral assessment or evaluation; (e) behavioral management plans; and/or (f) student counseling and parent conferences. Generalized remedial measures may include, but are not limited to: (a) supervisory systems that provide District staff members with prevention and intervention tools; (b) school and community surveys or other strategies for determining the conditions contributing to the relevant behavior; (c) use of research based, systemic harassment prevention programs; (d) modification of schedules; (e) adjustment in hallway traffic and other student routes of travel; (f) targeted use of monitors; (g) staff professional development; (h) parent conferences; (i) involvement of parent teacher organizations; and/or (j) peer support groups.

Dignity Act Coordinators: The Board shall arrange for at least one District staff member at every school to be thoroughly trained to manage human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender and sex. This staff member shall be known as the "Dignity Act Coordinator" ("DAC"). DAC contact information shall be shared with all school employees, students and persons in parental relation. The DAC's name, school and contact information will be listed in the plain language of the code of conduct, on the District website and in the District Calendar. The DAC's contact information will be posted in a highly visible area of each school building.

Responsibilities of Essential Partners: The Board shall establish training programs for District employees and students to raise awareness of the definitions of harassing behaviors and of the issues surrounding harassment, and to implement preventive measures to help reduce incidents of harassment, hazing, bullying and discrimination. Each year as part of the annual review of the District Code of Conduct, the Board shall review this Policy to assess its effectiveness and compliance with state and federal law. This Policy and a plain language summary thereof shall be published in student registration materials, student, parent and employee handbooks and posted on the District's website. The Superintendent of Schools shall maintain and implement guidelines for reporting, investigating and employing remedial measures in response to allegations of harassment, hazing, bullying and discrimination.

Teachers shall take steps to maintain in their classroom a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex, which will strengthen students' confidence and promote learning. In addition, teachers shall address any personal biases that may exist which prevent equal treatment of all students in the school or classroom setting.

All District employees shall take steps to confront issues of discrimination and harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function. In addition, all District employees shall report incidents of discrimination and harassment that are witnessed or otherwise brought to their attention in a timely manner. All such reports shall be received and reviewed by the District in the manner set forth above.

Cross-ref:

0100, Equal Opportunity and Nondiscrimination

0110, Sexual Harassment

4321, Programs for Students with Disabilities
 5300, Code of Conduct
 5710. Violent and Disruptive Incident Reporting
 9700, Staff Development
 Policy 5020.1, Sexual Harassment of Students
 Policy 9110.2, Sexual Harassment of Employees
Ref:
 Dignity for All Students Act, Education Law, §10 – 18
 Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*
 Title VI, Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*
 Title VII, Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*; 34 CFR §100 *et seq.*
 Title IX, Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*
 §504, Rehabilitation Act of 1973, 29 U.S.C. §794
 Individuals with Disabilities Education Law, 20 U.S.C §§1400 *et seq.*
 Executive Law §290 *et seq.* (New York State Human Rights Law)
 Education Law §§313(3), 3201, 3201-a
 8 NYCRR 100.2(c), (l), (jj), (kk); 119.6
Tinker v. Des Moines Independent Community School Dist., 393 US 503, (1969)
Doninger v. Niehoff, 527 F.3d 41 (2d. Cir. 2008)
Pollnow v. Glennon, 594 F.Sup. 220, 224 *aff'd* 757 F.2d. 496
Zeno v. Pine Plains 702 F3rd 655 (2nd Cir. 2012)
Cuff v. Valley Central School District F3rd 109 (2nd Cir 2012)
Davis v. Monroe County Board of Education, 526 U.S. 629 (1999)
Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998)
Faragher v. City of Boca Raton, 524 U.S. 775 (1998)
Burlington Industries v. Ellerth, 524 U.S. 742 (1998)
Oncala v. Sundowner Offshore Services, Inc., 523 U.S. 75 (1998)
Franklin v. Gwinnett County Public Schools, 503 U.S. 60 (1992)
Meritor Savings Bank, FSB v. Vinson, 477 U.S. 57 (1986)
Appeal of K.S., 43 Ed. Dept. Rep. 492
Appeal of Ravick, 40 Ed. Dept. Rep. 262
Appeal of Orman, 39 Ed. Dept. Rep. 811

Adoption date: December 14, 2011
 Revision date: April 17, 2013
 Second revision date: July 6, 2021
 Third revision date: February 8, 2023

23-02-G25 **1222 RELATIONS WITH BOOSTER ORGANIZATIONS**

The Board of Education recognizes that extracurricular support groups, or “booster” organizations, provide important support to district schools, and can be a valuable means of stimulating community interest in the aims and activities of district schools. Booster organizations may be defined in two ways:

1. an organization which is created to foster community support and raise funds for a specific extracurricular activity (e.g., athletics, speech and debate, and/or musical groups); or
2. an organization which is created to foster community support and raise funds for the school’s curricular and/or extracurricular program.

Parents and other interested members of the community who wish to organize a booster club for the purpose of supporting a specific school program are encouraged to do so, as long as the activities of such organizations do not interfere unduly with the total educational program, or disrupt district operations in any way, including, but not limited to, interfering with the concurrent fundraising activities of another organization. To this end, booster organizations must follow these guidelines:

1. Be voluntary and support a school activity;
2. Submit an activity schedule in advance to the Superintendent of Schools or designee for prior approval (any time the booster club uses the name of the school district, or any language suggesting that the district has endorsed, sponsored or otherwise approved of the club's activities, there must be prior approval by the Superintendent);
3. Seek advance Board approval for any use of school facilities and/or equipment, following procedures outlined in Administrative Regulation 1500-R, Public Use of School Facilities Regulation;
4. Avoid interference with the decision-making of any student group;
5. Understand and respect the authority of district employees in the administration of their duties; and
6. Assume all financial responsibility for their organization, including but not limited to, the provision of adequate insurance coverage, as appropriate.
7. Abide by state law to not conduct raffles on any school premises, unless the organization is duly incorporated as a not-for-profit charitable organization, properly authorized under NYS Gaming Commission regulations, licensed by the Town of Hempstead, and has received prior express permission from the Board of Education.

All booster organizations permitted to conduct raffles on school premises must abide by applicable state and local rules:

- a. The maximum value of any single raffle prize must not exceed \$100, the total value of all prizes given away during the raffle may not exceed \$1,000, and the price of a single raffle ticket may not exceed \$10.
- b. All persons who sell raffle tickets must be over the age of 18, and raffle tickets may only be sold to other persons over the age of 18.
- c. Raffle tickets may not be sold on Easter Sunday, Christmas Day, or New Year's Eve.

If a booster organization wishes to make a contribution of money, service time, or tangible property (e.g., equipment or supplies), a representative of the organization should first meet with the Superintendent. The Superintendent must identify the district's terms and conditions of accepting such gifts and seek the Board's official approval before accepting or publicly announcing any contribution.

Booster-proposed plans, projects and other activities must be evaluated and promoted in light of their stated contribution to the academic as well as the extra-curricular school programs. Careful consideration should be given to the total value of the contribution to all students, and not just to specific student groups.

The Board retains final responsibility and authority on all activities which have an impact on students, the schools, school programs, and/or school-owned property.

Adoption date: February 12, 1997
 Revision date: December 19, 2007
 Second revision date: December 11, 2013
 Third revision date: February 8, 2023

23-02-G26

1500-R PUBLIC USE OF SCHOOL FACILITIES REGULATION

Procedure to Obtain Use of School Facilities

The Board of Education may permit non-profit community organizations and private non-

profit schools to use school facilities and/or grounds when the instructional program does not require their use by the professional staff.

Such use of the buildings and/or grounds is subject to the following provisions of this regulation:

1. All requests for the use of indoor building facilities are to be made by application to the Director of Facilities, stating the facility desired, the purpose for which the room is to be used, the dates and hours it will be needed, and whether or not an admission fee will be charged.
2. The request will be checked by the Director of Facilities for conflict with district calendar events. If the date is cleared, it will be discussed with the Building Principal for building calendar clearance.
3. Use of athletic fields will be requested in writing to the Director of Athletics.
4. A permit will be issued from the Office of the Director of Facilities or the Director of Athletics for the use of the facility or field. A copy of the permit will be kept on file in the appropriate department and a second copy will be sent to the Building Principal. The Principal will advise the building custodial staff of the event and arrange to meet the contract specifications.
5. The Assistant Superintendent for Business will verify custodial fees, where applicable, and check on all special arrangements requested in the contract.

Regulations for the Use of School Facilities

The school buildings, grounds, and other school property, when not in use for school purposes, may be used for activities other than school activities only if a written permit has been issued by, or under the authority of, the Board of Education or its designee.

All applications for permits shall be made in writing and submitted to the Director of Facilities or Director of Athletics. The applicant shall list all groups or organizations that are co-sponsors of the event for which school facilities or equipment are being requested. Failure to comply with this requirement may result in cancellation of the permit.

The following guidelines shall govern the use of school facilities by non-school sponsored groups.

1. School activities shall have first preference. Activities of organized groups within the school district community (PTA, for example) have preference before outside groups (community youth and adult leagues). A group shall be considered an "organized group within the community," if at least fifty percent of its members are residents of the school district. A roster shall be submitted at the time of application. Any changes to the roster must be approved by the Director of Facilities or Director of Athletics. Rosters should indicate name, address, phone number and emergency contact numbers.
2. The organization shall not deny to any person participation in the use of school facilities on the grounds of race, religion, or ethnic origin and shall so state in its application for use of facilities.
3. No contributions shall be solicited or collected on school premises unless authority to do so has been given by the Board and such authority is set forth in the permit.
4. There shall be no use, possession, sale or distribution of alcohol, intoxicating beverages or controlled substances as defined in Board Policy 5312.1, Drug and Alcohol Abuse, nor shall there be any gambling, at any time, in the school buildings or on school property.
5. There shall be no smoking in all school buildings, on school property, and at school-sponsored activities.
6. There shall be no gambling in all school buildings, on school property, and at school-sponsored activities, except for lawful fundraising raffles conducted by organized groups within the school district community (i.e., PTA and booster

- organizations) that are duly incorporated as not-for-profit charitable organizations, properly authorized under NYS Gaming Commission regulations, and licensed by the Town of Hempstead to conduct such activities, provided they have received the prior express permission of the Board of Education.
7. When custodial fees are to be charged, the hourly rate will be at the overtime rate of the person or persons assigned (Sundays: double time; Holidays: time and a half). Payment for such service is to be made by check to the district. School district community groups, such as the Boy Scouts, Girl Scouts, Lynbrook-East Rockaway Recreation, church and synagogue groups, 4-H Clubs, or other recognized non-profit organizations will not be charged for custodial services unless they sponsor an activity in the schools for which an admission fee is charged or the activity which they wish to sponsor is scheduled at a time when additional custodial help must be added.
 8. Exhibits, posters, or other materials shall not be displayed on school property without the prior approval of the Superintendent.
 9. Masking tape, scotch tape, and similar materials shall not be used to affix materials to painted surfaces or chalkboards.
 10. Regular gym shoes must be worn when sports or games are conducted on the gymnasium floors.
 11. A permit shall not be issued unless the Board is satisfied that the proposed activity on school premises will be adequately supervised; that the applicant will see to the proper conduct of such activity and that the applicant may be held responsible for any damage which the activity may cause to school property or equipment. Any damage to school equipment or property shall be reimbursed by the organization using same. Children's activities must be under strict supervision of adult sponsors at all times. All youth groups shall have a sufficient number of adults to supervise the group. The adults shall be present at the time the group is permitted to enter the school premises and shall remain with the group while it is on school premises.
 12. Only authorized personnel shall operate kitchen equipment. Special arrangements for the use of school kitchens and equipment shall be made prior to the date of the function. A minimum charge, established by the Board, per hour per person employed will be charged when use of the kitchen is required. The cost of such service and facility equipment use shall be paid by the organization to the district. Unless specifically authorized by the Superintendent, the preparation of coffee, food, and other refreshments shall not be permitted in any area of a school.
 13. Only authorized personnel shall operate stage, sound, and projection equipment. If a member of the professional staff is required to be present, he/she shall be paid at the negotiated rate by the group securing the services.
 14. The permit shall be issued for specific hours at the conclusion of which time the organization shall leave the premises. The space used shall be vacated no later than 10:00 p.m. No permit shall be issued to extend the period of use later than 11:00 p.m. without the prior approval of the Superintendent.
 15. A detailed financial statement showing total receipts and expenses for each use of building(s) or grounds for which admission is charged must be available on request.
 16. It shall be understood that the Superintendent or designee has sole authority to grant or reject requests for the use of school facilities and equipment. The permit shall be valid only when it is signed by the Superintendent or his/her designee and only for use on the particular school premises on the date(s), at the times and for the purposes specified in the application.
 17. The permit shall not be transferable.
 18. The permit may be canceled at the Board's discretion or by its designee at any time.
 19. The Board reserves the right to transfer, upon due notice, any activity from one space to another in the same or in a different building.
 20. Use of the school buildings on Sunday is discouraged.
 21. Any organization or group granted permission by the Board to use school facilities accepts, without reservation, responsibility for holding the school district, the Board collectively and individually, and all employees of the school district harmless for

- any injury sustained by a member of such organization or group using the facility and for any damage or loss of personal property owned, leased, or borrowed by such member.
22. Any outside group using school facilities is required to deliver to the Director of Facilities or Director of Athletics one (1) week before the date of initial use of the facilities a policy or certificate of general liability insurance coverage in the principal amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, with the district named as an additional insured.
 23. Organizations granted permission to use school facilities shall pay to the school district all fees or charges imposed by the Board within thirty (30) days of the school district's invoice date. Failure to do so shall result in revocation of the permit for scheduled future uses of facilities.
 24. All individuals shall act in a manner consistent with all applicable federal and state laws and regulations, as well as all policies, regulations and/or rules of the school district including Policy and Regulation 1520 and 1520-R, Public Conduct on School Property.
 25. Subject to the foregoing guidelines, the District reserves the right to grant, on a case-by-case basis, a collegiate/professional request to hold a special practice/game/event using district facilities in an effort to build relationships which would benefit the community. This District will, at its discretion, waive the 50% residency requirement for such one-time special events.

Uses Encouraged for District Residents

In accordance with the State Education Law, the following uses of school buildings and grounds are acceptable:

1. For instruction any "branch of education, learning or the arts;"
2. For "social, civic and recreational meetings and entertainments, and other uses pertaining to the welfare of the community;"
3. As polling places for holding primaries and elections and for the registration of voters;
4. For "civic forums and community centers;"
5. For graduation exercises held by not-for-profit elementary and secondary schools, provided that no religious service is performed; and
6. To provide childcare services during non-school hours, provided that the cost of such care shall not be a school district charge but shall be paid by the person responsible for the support of such child; the local social services district as authorized by law, or any other public or private voluntary source.

Prohibited Uses of School Buildings and Property

State Education Law and the New York State Constitution specifically prohibit the following uses of school buildings and property:

1. For any purpose that will in any way interfere with the use of school buildings, grounds, or other school property by the school;
2. By any person or profit-making organization for personal or private gain, financial or otherwise;
3. For holding a social, civic, or recreational meeting or entertainment or other use pertaining to the welfare of the community, unless such meeting, entertainment or use shall be non-exclusive and open to the general public ("general public" is defined as residents of the school district, regardless of age and residents' village, fire district, sewer district, park district, or other municipal corporation boundary);
4. For a meeting, entertainment, or occasion where admission fees are charged, unless the proceeds thereof are to be expended for an educational or charitable purpose approved by the Board; and/or
5. For a meeting, entertainment or occasion where admission fees are charged, if such meeting, entertainment or occasion is under the exclusive control and the

proceeds are to be applied for the benefit of a society, association, or organization of a religious sect or denomination, or of a fraternal, secret or exclusive society or organization, other than any organization of veterans or of volunteer firefighters or ambulance services.

Use of School Facilities by School Personnel

Any other use outside the regular school week will be scheduled through the Director of Facilities or Director of Athletics.

Recognized collective bargaining units may use school facilities to conduct meetings as specified in the collective bargaining agreement(s).

No students are allowed in a school building unless appropriate school personnel are on duty. Scheduling in advance will ensure that the space requested is available and not given to outside groups.

Fees

Community organizations and private schools may make application requests for the use of district grounds. A usage fee of \$100 per hour for each outside facility will be charged as part of a contractual agreement.

For building use, the cost of securing the facilities and cleaning the area used must be included in any charges. The number of custodians required will be determined by the school district. A minimum of two (2) hours use is required. All custodial and, if applicable, security fees will be charged as part of a contractual agreement.

Adoption date:	February 12, 1997
Revision date:	June 11, 2008
Second revision date:	March 12, 2014
Third revision date:	July 1, 2014
Fourth revision date:	March 11, 2020
Fifth revision date:	March 9, 2022
Sixth revision date:	February 8, 2023

23-02-G27

1510 PUBLIC SALES ON SCHOOL PROPERTY

The Board of Education believes that fund drives and/or materials drives should be conducted only when there is some educational benefit for the student. Fundraising projects may sell goods and/or commodities for a project, collect admission fees for student presentations or provide student services for a fee. Such fundraising activities must serve a purpose which will impact positively upon the organizations' activities. The Building Principal and the Superintendent's Office must approve and schedule fundraising projects and activities so as to eliminate the possibility of many drives being conducted simultaneously. A description of the activity must be submitted. All other non-profit organizations, such as PTA, Moms and Dads Clubs must have approval of the Principal for any fundraising event conducted on school property. Any fund drive must be sponsored by the school district, or a school-related organization (e.g., the Parent-Teacher Association). No school or nonprofit organization shall engage in any gambling activities to raise funds in the district schools except for lawful fundraising raffles, provided the organization is authorized and licensed to conduct the activity and has received the prior express permission of the Board of Education.

Funds raised through school-sponsored activities must be deposited and accounted for in the extracurricular fund. Accounting for funds raised by school-related groups is the responsibility of such groups.

Fund drives sponsored by the school district requiring door-to-door solicitation should be

kept to a minimum and approved in advance by the Superintendent of Schools. Such drives should include a training program for the solicitors.

Soliciting Funds from Staff

No solicitor, salesman or agent shall come into any school building or upon any school property and solicit business other than school business, from any school employee. In the case of school business, he/she shall obtain permission from the Superintendent before soliciting any school employee in any building.

Cross-ref:

1511, Advertising in the Schools

Adoption date: February 12, 1997

Revision date: February 8, 2023

23-02-G28

2130 BOARD MEMBER RESIGNATION

A member of the Board of Education may resign his/her office by filing his/her written resignation with the District Clerk. If no effective date is specified, the resignation is effective upon delivery or filing. If an effective date is specified, the resignation becomes effective on the specified date so long as it is no more than 30 days subsequent to delivery or filing.

Ref:

[Public Officers Law §31\(1\)\(h\)](#)

Adoption date: February 12, 1997

Revision date: February 8, 2023

23-02-G29

4327 HOMEBOUND INSTRUCTION

Homebound instruction is a service provided to pupils who are eligible to attend the public schools, who can receive appropriate educational opportunities from special services and who are unable to attend school due to medical, emotional or disciplinary problems that interfere with their ability to benefit from regular instruction. Prior to July 1, 2023, Secondary pupils (7-12) receive instruction for two (2) hours per day and elementary pupils (K-6) receive one (1) hour per day. After July 1, 2023, secondary pupils (7-12) receive instruction for three (3) hours per day and elementary pupils (K-6) receive two (2) hours per day. Pupils will receive appropriate recognition for work successfully completed.

Cross-ref: 5100, Student Attendance

Ref: Education Law §§1709(24); 4401 et seq.
8 NYCRR §175.21

Adoption date: February 12, 1997

Revision date: June 11, 2008

Second revision: February 8, 2023

23-02-G30

5100 STUDENT ATTENDANCE

The Board of Education of the Lynbrook Union Free School District recognizes that regular school attendance is a major component of academic success. It is imperative that all members of the school community be aware of this policy and the consequences of non-compliance. To ensure that students, parents and teachers are notified of this policy, the following procedures shall be implemented:

1. This attendance policy will be included in student handbooks and will be reviewed with students at the start of the school year.
2. Parents will receive a plain language summary of this policy by mail at the start of

the school year. When a student is absent, tardy or leaves early from school without excuse, designated staff will notify the student's parent by phone and/or mail, and remind the parent of the attendance policy.

3. A copy of the attendance policy will be provided to staff. New staff will receive a copy upon their employment. The policy will be reviewed during staff orientation.
4. Copies of this policy will be made available to any community member upon request.

Documented Excused and Unexcused Absences

All absences, tardiness and early departures must be accounted for. Any absence, tardiness, early dismissal, or late arrival shall be recorded as either documented or unexcused.

Documented excused absences are defined as absences, tardiness, and early departures from class or school due to personal illness, death in the family, impassable roads or weather, religious observance, quarantine, doctor or dental appointments which cannot be arranged for another time, court appearances, school-sponsored activities, college trips or job interviews (limited to three days during the junior year and three days during the senior year), and such other reasons for which documentation has been provided and approved by administration.

All other absences, tardiness and early departures are considered unexcused absences.

It is the parent's responsibility to notify the school office before 9:00 a.m. of the start of the school day regarding their child's absence. It is the parent's and the student's responsibility to bring a note, written and signed by the parent or guardian, to the school office on the first day of the student's return to school. Notes must contain the following information:

1. Student's full name;
2. Date of absence or tardiness;
3. Reason for absence or tardiness, and
4. A home, business or cell phone number where the parent can be contacted during the day.

If the parent does not provide documentation for an absence, tardiness or early departure in writing within two days, the absence will be treated as an unexcused absence.

Daily Attendance

The register of attendance shall contain the following:

1. Student's name
2. Date of Birth
3. Names of parents or guardians
4. Address where student resides
5. Telephone number where a parent may be contacted during the day and the evening
6. Date of student's enrollment
7. Record of student's attendance on each day of instruction

Effective immediately, attendance shall be taken and recorded as follows:

For students in grades K-5, attendance will be recorded by the classroom (homeroom) teachers and by the teacher of any special classes the child attends during each day.

For students in grades 6-12, attendance will be recorded during each period of instruction.

If a student withdraws from enrollment or is dropped from enrollment, the date such action was taken will be recorded.

Any absence, tardiness, early dismissal, or late arrival shall be recorded as documented or unexcused.

Students who are in attendance will be recorded as either Present In-Person or Present Remote.

The principal of the school as well as the individual designated in each school to compile attendance information must review pupil attendance records. Attendance data will be analyzed periodically to identify patterns in student absences.

Unexcused absences will result in disciplinary consequences. Students who leave school during the day (other than lunch or an unassigned period) may do so with the permission of a building administrator or school nurse and a written note by a parent or guardian. For students who need to sign out but do not come to school with a note, a parent or guardian will need to come to the school to sign the child out. Medical and dental appointments should not be made during school hours.

Students who become ill or injured during the school day must report to the nurse's office, or if the nurse is unavailable, to the main office. Except for emergencies, parental permission must be secured before a student may leave school.

It is the student's responsibility to arrange with the classroom teacher a plan to make up any missed work, within a reasonable time, for all documented excused absences.

Disciplinary Consequences

Students must be in attendance in a class not less than 90 percent of the scheduled days of instruction in order to receive credit for the course. Absence totals reflect documented excused and unexcused absences. Three unexcused latenesses to class will equal one absence and result in one (1) lunch detention. It is the obligation of the student who was absent to consult with his/her teachers regarding missed school work. To ensure that parents and students are aware of the implications of this minimum attendance requirement, the parent will be contacted by telephone regarding any unexcused absence. Parental contact will be made after every five documented excused and unexcused absences combined. This requirement may be waived in cases of serious illness or home instruction. Appeals must be made in writing, with sufficient support documentation, to the Superintendent of Schools.

In the event that a student passes a course without meeting the minimum attendance requirement, he/she may receive credit for the course by completing a project as determined by the Curriculum Chairperson for that subject, and approved by the Superintendent of Schools or his/her designee.

Unexcused absences, tardiness or unexcused early departures will result in disciplinary action. A student may also be denied the privilege of participating in or attending extracurricular activities.

Intervention strategies to address patterns of student absence, tardiness or early departure will include the following:

1. Teacher conference with the student and/or parent
2. Student and/or parent conferences with the guidance counselor, school psychologist or social worker

3. After ten (10) absences, student and parent conferences with building support team will take place
4. After fifteen (15) absences, student and parent conferences with building administration to discuss implications and consequences will take place
5. Contact with Child Protective Services
6. Superintendent's Hearing

Remote Learning

In the event the district implements a remote learning model, students are responsible for attending live sessions and connecting through the designated learning management system. Attendance will be taken during each class period. If a student is marked but has connectivity issues, the student must communicate directly with the teacher on the day of the absence, using any available technology means possible, to have the attendance corrected.

Support staff will remain connected to our most vulnerable students during a remote learning period. Schools will provide intervention strategies to improve student attendance and interaction. Effective attendance tracking and intervention measures for students who remain absent will be implemented after standard follow-up and outreach measures.

Schools should be able to identify the reason a student remains absent, identify appropriate follow-up action, and re-engage the student.

Summer School

The policies and penalties for tardiness and truancy as set forth herein shall extend to summer school attendance as well.

Annual Review

The Board shall annually review building-level student attendance records and, if such records show a decline in student attendance, the Board shall revise this attendance policy and make such revisions to the plan as it deems necessary to improve student attendance.

Attendance Coding

Present - In Person (P-IP)
 Present – Remote (P-R)
 Present – In-Person & Remote (P-B)
 Absent – Documented (A-DOC)
 Absent – Unexcused (A-UNX)
 Tardy – Documented – In-Person (T- DOC-IP)
 Tardy – Documented– Remote (T-DOC-R)
 Tardy – Unexcused – In-Person (T-UNX-IP)
 Tardy – Unexcused – Remote (T-UNX-R)
 In-School Suspension-Present, Remote – (ISSP-R)
 Out-of-School Suspension-Present-Remote (OSSP-R)

Adoption date: December 8, 2005
 Revision date: July 2, 2013
 Second revision date: October 1, 2014
 Third revision date: February 3, 2016
 Fourth revision date: August 9, 2017
 Fifth revision date: July 7, 2020
 Sixth revision date: December 9, 2020
 Seventh revision date: April 20, 2021
 Eighth revision date: November 10, 2021
 Ninth revision date: February 8, 2023

23-02-G31 5300.25 Prohibited Student Conduct

The Board of Education expects all students to conduct themselves in an appropriate and civil manner, with proper regard for the rights and welfare of other students, district personnel and other members of the school community, and for the care of school facilities and equipment.

The school disciplinary Code and all penalties shall apply to conduct off school grounds that may endanger the health or safety of pupils within the educational system or adversely affect the educational process.

New York State school administrators have the authority to discipline students for infractions, which extend beyond the school grounds. New York case law and various decisions of the Commissioner of Education support this action. Further support can be found in the following explanation offered by the U.S. District Court for the Southern District of New York: "The mere fact that such conduct occurs or such conditions exists outside the school situation or in the school official-pupil relationship does not preclude the possibility that such conduct or condition may adversely affect the educative processor endanger the health, safety, or morals of pupils within the education system for which the school authorities are responsible."

The best discipline is self-imposed, and students must learn to assume and accept responsibility for their own behavior, as well as the consequences of their misbehavior. District personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the student's ability to grow in self-discipline.

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

The following definitions apply to this Code and are consistent with the Dignity Act:

- a. **"Disability"** means: (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevent the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques; or (b) a record of such an impairment; or (c) a condition regarded by others as such an impairment. However, for purposes of this section, the term "disability" is limited to disabilities which, upon the provision of reasonable accommodations, do not prevent the complainant from performing in a reasonable manner the activities involved in the job or occupation sought or held.
- b. **"Employee"** means any person receiving compensation from a school district. This term also includes any employee of a contracted service provider or worker placed within a public school in a school district under a public assistance employment program pursuant to the Social Services Law (Art. 5, Title 9-B), and consistent with the provisions of such law and any applicable contract, provide services involving direct student contact.
- c. **"Gender"** means actual or perceived sex and includes a person's gender identity or expression.
- d. **"Harassment"** means the creation of a hostile environment by conduct or by verbal threats, intimidation or abuse, including cyberbullying, that: (a) has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional or physical well-being; or (b) reasonably causes or

would reasonably be expected to cause a student to fear for his or her physical safety; or (c) reasonably causes or would reasonably be expected to cause physical injury or emotional harm to a student; or (d) occurs off school property and creates or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property. Acts of harassment and bullying shall include, but not be limited to, those acts based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex. For purposes of this definition, the term "harassment" also includes bullying and cyberbullying as defined herein. For such purposes, the term "threats, intimidation or abuse" shall include verbal and non-verbal actions.

- e. **"School Bus"** means every motor vehicle owned by a public or governmental agency or private school and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities, or, privately owned and operated for compensation for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities.
- f. **"School Function"** means a school-sponsored extracurricular event or activity that takes place either on or off school property.
- g. **"School Property"** means in or within any building, structure, athletic playing field, playground, parking lot, or land contained within the real property boundary line of a public elementary or secondary school; or in or on a school bus.
- h. **"Sexual Orientation"** means actual or perceived heterosexuality, homosexuality or bisexuality.
- i. **"Bullying"** means the intentional and aggressive behavior that involves an actual or apparent imbalance of power or strength and is usually repeated over time. Bullying may present itself in many forms including, but not limited to:
 - 1. **Physical** – hitting, kicking, spitting, pushing, pulling, taking and/or damaging personal belongings or extorting money, blocking or impeding student movement, or unwelcome physical contact.
 - 2. **Verbal** (oral or written) – taunting, malicious teasing, insulting, name-calling, making threats, or engaging in sexual, religious or racial harassment.
 - 3. **Electronically transmitted** – see the "cyberbullying" definition;
 - 4. **Psychological** – spreading rumors, manipulating social Relationships peer pressuring or coercion, engaging in social exclusion/shunning, extortion, or intimidation, dehumanizing gestures, or public humiliation.
- j. **"Cyberbullying"** means the use – either on or off school property – of information technology, including but not limited to the Internet, email, instant messaging services, chat rooms, blogs, cell phones, pagers, PDAs, gaming systems and social media websites, to deliberately harass, threaten or intimidate others. Cyberbullying may involve sending mean, vulgar or threatening messages or images; posting sensitive or private information about another person on an Internet site; pretending to be someone else in order to speak harmful untruths about that other person; or intentionally excluding someone from an Internet-based group or activity.
- k. **"Hazing"** means the intentional or reckless commission of an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization (whether school-sponsored or not), or for any other purpose.
- l. **"Sexting"** means the sending, receiving or forwarding of sexually

- provocative nude or nearly nude photos through text message, email, or another method of information technology (as described in the “cyberbullying” definition) which can be used to hurt, harass and humiliate others.
- m. **“Volunteer”** means any person, other than an employee, who provides services to a school or school district, which involves direct student contact.
 - n. **“Material Incident of Discrimination and/or Harassment”** means a single incident or a series of related incidents where a student is subjected to discrimination and/or harassment by a student and/or employee on school property or at a school function that creates a hostile environment by conduct, with or without physical contact and/or by verbal threats, intimidation or abuse, of such severe or pervasive nature that: (a) has or would have the effect of unreasonably and substantially interfering with a student’s educational performance, opportunities or benefits, or mental, emotional and/or physical well-being; or (b) reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety.
 - o. **“Drug Paraphernalia”** means, but is not limited to, pipes, bongos, marijuana pens, rolling papers, grinders, lighters, vape pens, e-cigarettes, bags used for the packaging and distribution of drugs, scales and any other item used in the distribution, packaging, exchange or use of drugs.

Students may be subject to disciplinary action, up to and including suspension from school, when they:

- A. Engage in conduct that is disorderly. Examples of disorderly conduct include, but are not limited to:
 - 1. Running in hallways.
 - 2. Making unreasonable noise.
 - 3. Using language or gestures that are profane, lewd, vulgar or abusive anywhere on school grounds and at school functions.
 - 4. Obstructing vehicular or pedestrian traffic.
 - 5. Engaging in any willful act which disrupts the normal operation of the school community.
 - 6. Trespassing: Students are not permitted in any school building, other than the one they regularly attend, without permission from the administrator in charge of the building.
 - 7. Computer electronic communications misuse, including any unauthorized use of computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of the district’s acceptable use policy.
- B. Engage in conduct that is insubordinate. Examples of insubordinate conduct include, but are not limited to:
 - 1. Failing to comply with the reasonable directions of teachers, school administrators or other school employees in charge of students or otherwise demonstrating disrespect.
 - 2. Lateness for, missing or leaving class/school without permission.
 - 3. Skipping detention.
- C. Engage in conduct that is disruptive. Examples of disruptive conduct include, but are not limited to:
 - 1. Failing to comply with the reasonable directions of teachers, school administrators, or other school personnel in charge of students.
 - 2. Posting, distributing or selling material on school premises unless permission is granted from the building principal.
- D. Engage in conduct that is violent or threats of violence. Examples of violent

conduct include, but are not limited to:

1. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon a teacher, administrator or other school employee or attempting to do so.
2. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon another student or any other person lawfully on school property or attempting to do so.
3. Possesses a weapon. Authorized law enforcement officials are the only persons permitted to have a weapon in their possession while on school property or at a school function.
4. Displaying what appears to be a weapon.
5. Threatening to use any weapon.
6. Intentionally damaging or destroying the personal property of a student, teacher, administrator, other district employee or any person lawfully on school property, including graffiti or arson.
7. Intentionally damaging or destroying school district property.

E. Engage in any conduct that endangers the safety, morals, health or welfare of oneself or others. Examples of such conduct include, but are not limited to:

1. Lying to school personnel.
2. Stealing the property of other students, school personnel or any other person lawfully on school property or attending a school function.
3. Defamation, which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them.
4. Discrimination, which includes the use of race, color, creed, national origin, religion, gender, sexual orientation or disability as a basis for treating another in a negative manner.
5. Harassment, which includes a sufficiently severe action or persistent pervasive pattern of actions or statements directed at an identifiable individual or group which are intended to be, or which a reasonable person would perceive as, ridiculing or demeaning.
6. Cyberbullying which includes, for example, online or cell phone harassment (obscene, profane, and/or lewd speech, and/or taking and/or posting of inappropriate pictures, photographs, text and/or comments on websites).
7. Sexting is the sending, receiving or forwarding of sexually provocative nude or nearly nude photos through text message or email, which can be used to hurt, harass and humiliate others.
8. Student behavior on the internet (message boards, blogs, chat rooms, instant text messaging and image messaging) that is inappropriate and/or violates the Code of Conduct.
9. Installing or using any software, app or device that circumvents district network security procedures and/or violates the District Acceptable Use Policy.
10. Using any type of technology in any manner that interferes with or is disruptive of the educational process or invades the privacy of students, employees, volunteers, or visitors.
11. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.
12. Hazing, which includes any intentional or reckless act directed against another for the purpose of initiation into, affiliating with or maintaining membership in any school-sponsored activity, organization, club or team.
13. Selling, using or possessing obscene material.
14. Using vulgar or abusive language, cursing or swearing.
15. Smoking a cigarette, cigar, e-cigarette, pipe or using chewing or smokeless tobacco.
16. Purchasing, possessing, consuming, selling, distributing or exchanging

alcoholic beverages or illegal substances, drug paraphernalia (including, but not limited to: pipes, bong, rolling papers, grinders, lighters, vape pens, e-cigarettes, bags used for the packaging and distribution of drugs, scales and any other item used in the distribution, packaging, exchange or use of drugs), or being under the influence of either alcoholic beverages or illegal substances. “Illegal substances” include, but are not limited to, inhalants, marijuana, marijuana oil, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, mood-altering substances, and any substances commonly referred to as “designer drugs.”

- 17. Inappropriately using or sharing prescription and over-the-counter drugs.
 - 18. All forms of gambling, including digital platforms.
 - 19. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner.
 - 20. Initiating a report warning of fire or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
 - 21. Possession or use of explosive or incendiary devices, including but not limited to party snaps, cherry bombs, fireworks, sparklers.
- F. Engage in misconduct while on a school bus. It is crucial for students to behave appropriately while riding on district buses, to ensure their safety and that of other passengers and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Excessive noise, pushing, shoving and fighting will not be tolerated.
- G. Engage in any form of academic misconduct. Examples of academic misconduct include, but not limited to:
- 1. Plagiarism.
 - 2. Cheating.
 - 3. Copying.
 - 4. Altering records.
 - 5. Assisting another student in any of the above actions.
- H. Engage in off-campus misbehavior that interferes with or can reasonably be expected to substantially disrupt the educational process in the school or a school function. Such misbehavior includes, but is not limited to, threatening or harassing students or school personnel through any means off-campus, including cyberbullying.

Ref: Education Law §§10-18 (Dignity for All Students Act)
Mahoney Area School District v. B.L., 5594 U.S. (2021)

Adoption date: July 11, 2001
 Revision date: October 13, 2010
 Second revision date: February 9, 2011
 Third revision date: November 13, 2013
 Fourth revision date: December 13, 2017
 Fifth revision date: May 8, 2019
 Sixth revision date: May 6, 2020
 Reviewed: July 1, 2021
 Reviewed: July 5, 2022
 Seventh revision date: February 8, 2023

23-02-G32 WHEREAS, the Board of Education of the Lynbrook Union Free School District, based upon the recommendation of the Assistant Superintendent for Personnel, Transportation & Student Support Services, determines that the School District engage in College Affiliation Agreements with the following colleges and universities, for the purpose of placing college students in student teaching internships for 2022-2023 School year; and

BE IT RESOLVED that the Board of Education of the Lynbrook Union Free School District authorizes the Board President to sign the contracts for such placements.

Adelphi University
SUNY Old Westbury

23-02-G33 WHEREAS, on November 13, 2013, the Governor of New York signed an amendment to General Municipal Law §103, subd. 16, which expands the use of cooperative contracts to include contracts let on the basis of best value and;

WHEREAS, the Purchasing Policy of the Lynbrook Union Free Schools District (Policy #6700), revised on January 14, 2015, authorizes the Purchasing Agent to enter into agreements under a contract of another political subdivision when seeking best value for goods and services; and

WHEREAS, Sourcewell, a Minnesota Service Cooperative, is a public corporation and agency that makes its contracts available for use by other governmental entities in a manner that constitutes competitive bidding consistent with the laws of the State of New York;

BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District, upon the recommendation of the Assistant Superintendent for Finance, Operations, and Information Systems, authorizes the use of the BCI Burke Company's Sourcewell Contract 010521-BUR as a best value option for procurement through for the term of said contract (February 17, 2025), and further authorizes the use of American Recreational Products as their sole authorized representative for Nassau County in accord with Item 51 of the contract.

23-02-G34 WHEREAS, on November 13, 2013, the Governor of New York signed an amendment to General Municipal Law §103, subd. 16, which expands the use of cooperative contracts to include contracts let on the basis of best value and;

WHEREAS, the Purchasing Policy of the Lynbrook Union Free Schools District (Policy #6700), revised on January 14, 2015, authorizes the Purchasing Agent to enter into agreements under a contract of another political subdivision when seeking best value for goods and services; and

WHEREAS, Belfor USA Group was awarded a publicly bid contract for Job Order Contracting Services in a manner that constitutes competitive bidding consistent with the laws of the State of New York by the Board of Directors of Education Service Center Region 4, one of twenty regional education service centers established by the Texas Education Code, Chapter 8, to assist school districts and charter schools in improving efficiencies and student performance (Contract # R200101) on May 1, 2020 and that the Board of Directors of Education Service Center Region 4 has documented its approval of the continued use of this contract by other political subdivisions through the Omnia Partners per official action through April 30, 2022 with the option to renew for three (3) additional one-year periods through April 30, 2025;

NOW THEREFORE BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District, upon the recommendation of the Assistant Superintendent for Finance, Operations, and Information Systems, authorizes the use of Belfor USA Group's Omnia Partners contract as a best value option for procurement for Job Order Contracting Services.

23-02-G35 WHEREAS, on November 13, 2013, the Governor of New York signed an amendment to

General Municipal Law §103, subd. 16, which expands the use of cooperative contracts to include contracts let on the basis of best value and;

WHEREAS, the Purchasing Policy of the Lynbrook Union Free Schools District (Policy #6700), revised on January 14, 2015, authorizes the Purchasing Agent to enter into agreements under a contract of another political subdivision when seeking best value for goods and services; and

WHEREAS, Belfor USA Group was awarded a publicly bid contract for Disaster and Non-Disaster Restoration of Operational Services in a manner that constitutes competitive bidding consistent with the laws of the State of New York by the Board of Directors of Education Service Center Region 4, one of twenty regional education service centers established by the Texas Education Code, Chapter 8, to assist school districts and charter schools in improving efficiencies and student performance (Contract # R191601) on May 1, 2020 and that the Board of Directors of Education Service Center Region 4 has documented its approval of the continued use of this contract by other political subdivisions through the Omnia Partners per official action through April 30, 2022 with the option to renew for three (3) additional one-year periods through April 30, 2025;

NOW THEREFORE BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District, upon the recommendation of the Assistant Superintendent for Finance, Operations, and Information Systems, authorizes the use of Belfor USA Group's Omnia Partners contract as a best value option for procurement for Disaster and Non-Disaster Restoration of Operational Services.

23-02-G36

WHEREAS, that upon the recommendation of the Assistant Superintendent for Finance, Operations, and Information Systems of the Lynbrook Union Free School District, the following transfers need to be made to prevent year-end negative balances for the 2022-2023 fiscal year;

BE IT RESOLVED, that upon the recommendation of the Assistant Superintendent for Finance, Operations, and Information Systems of the Lynbrook Union Free Schools District, that the following transfers be and hereby are approved:

Amount	From	Description	To	Description
15,000	2250-497-00-0027	Handicapped BOCES	2110-120-60-0003	Class Teachers, K-3 WP
25,000	2250-497-00-0027	Handicapped BOCES	2250-401-60-0027	Related Services WP
25,000	2250-497-00-0027	Handicapped BOCES	2110-471-00-0004	Tuition/Tutor, 7-12
50,000	2250-497-00-0027	Handicapped BOCES	2110-430-00-0004	Pro Staff Conference
25,000	2250-497-00-0027	Handicapped BOCES	1620-416-90-0000	Asbestos Test/Train/Haul
50,000	2250-497-00-0027	Handicapped BOCES	2110-450-20-0020	Supplies, High Sch Instru
50,000	2250-497-00-0027	Handicapped BOCES	2110-120-45-0003	Class Teachers, K-3 KC
70,000	2250-497-00-0027	Handicapped BOCES	1621-407-60-0000	Maint Repair, Waverly
75,000	2250-497-00-0027	Handicapped BOCES	2250-150-50-0003	Special Ed Salaries MS
8,000	2250-497-00-0027	Handicapped BOCES	2110-450-00-0023	Supplies, Music
10,000	2250-497-00-0027	Handicapped BOCES	2110-495-00-0004	Regional Certification

23-02-G37

BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District has reviewed and accepts the student activity expenditures for the second quarter of 2023.

High School	\$143,256
North	\$ 1,760
South	\$ 3,022
Marion Street	\$ 7,248
Waverly Park	\$ 2,704

West End	\$ 4,188
Student Activity	\$ 1,738

23-02-G38 BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District acknowledges receipt of the Treasurer's Report and Warrants for December 2022 and directs them to be placed on file in the District.

23-02-G39 BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District ratifies the following transfer of funds:

Payroll for December:	\$ 3,411,637
General Fund:	\$ 5,409,110
Lunch Fund:	\$ 87,732
Federal Fund:	\$ 431,234
Capital Fund:	\$ 16,622

23-02-G40 BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District has arranged that the following appropriate special education programs and/or services be provided as recommended by the Committee on Special Education:

CPSE

12/13/2022 20360018
 12/16/2022 20370034
 12/22/2022 20303014
 01/06/2023 20380002
 01/23/2023 20360031
 01/27/2023 20370035

CSE

11/29/2022 20330001
 12/20/2022 20341427
 12/22/2022 20343003, 20350004
 01/03/2023 20332014
 01/04/2023 20243003
 01/05/2023 20272030
 01/09/2023 20340021, 20320024
 01/11/2023 20270089, 20290171, 20341443
 01/12/2023 20271445
 01/13/2023 20311145
 01/18/2023 20240950, 20341455, 20324006
 01/19/2023 20261406, 20340029
 01/23/2023 20291467, 20251410, 20251262
 01/25/2023 20271428
 01/27/2023 20311106, 20247727