



Tech Valley High School Operating Board  
A joint venture of Tech Valley High School and Capital Region BOCES

## Regular Meeting Agenda

DATE: November 17, 2022 @ 6:15 PM

LOCATION: Tech Valley High School  
SUNY Polytechnic Institute - College of Nanoscale Science and Engineering  
246 Tricentennial Drive, Albany, New York 12203

Executive Officers: Dr. Gladys I. Cruz, Questar III BOCES  
Ms. Anita Murphy, Capital Region BOCES

Members: John Bergeron, Edmund Brooks, Nancy delPrado, Joseph Garland, Nadine Gazzola,  
John C. Hill, Lynne Lenhardt, John Phelan, Heather Soroka, Frank Zwack

1. Regular Meeting	Called to Order																		
2. Approval of the Agenda & Waive 72 Hour Notice	BE IT RESOLVED: that the Tech Valley High School Operating Board approves the agenda as presented, and to waive the 72-hour notice to add items to the agenda by unanimous resolution.																		
3. Recognition of Visitors																			
4. Communications	a) Discussion of the purchase & use of BoardDocs b) Our next Board Meeting will be held on Thursday, January 26, 2023																		
5. Approval of the Prior Meeting Minutes	BE IT RESOLVED: that the Tech Valley High School Operating Board approves the Minutes from the September 29, 2022 Reorganization and Regular Board Meeting.																		
6. Privilege of the Floor																			
7. PERSONNEL	<div>a. <u>Appointment(s)</u></div> <table><thead><tr><th>Name</th><th>Position</th><th>Effective</th><th>Certification</th><th>Appointment Type</th><th>Tenure Area</th><th>Probationary Period</th><th>Annual Salary</th><th>Benefits</th></tr></thead><tbody><tr><td>Sean O'Brien</td><td>Teacher, Regular Substitute</td><td>10/11/22 — 01/20/23</td><td>ELA (Permanent)</td><td>Reg. Sub. Maternity/ child rearing leave</td><td>N/A</td><td>N/A</td><td>\$60000.00</td><td>N/A</td></tr></tbody></table>	Name	Position	Effective	Certification	Appointment Type	Tenure Area	Probationary Period	Annual Salary	Benefits	Sean O'Brien	Teacher, Regular Substitute	10/11/22 — 01/20/23	ELA (Permanent)	Reg. Sub. Maternity/ child rearing leave	N/A	N/A	\$60000.00	N/A
Name	Position	Effective	Certification	Appointment Type	Tenure Area	Probationary Period	Annual Salary	Benefits											
Sean O'Brien	Teacher, Regular Substitute	10/11/22 — 01/20/23	ELA (Permanent)	Reg. Sub. Maternity/ child rearing leave	N/A	N/A	\$60000.00	N/A											
8. BUSINESS	<div>a. <u>Internal Claims Auditor Report</u></div> <div>BE IT RESOLVED: that the Tech Valley High School Operating Board accepts the Internal Claims Audit Reported dated September through October, 2022.</div> <div>b. <u>Treasurer's Report</u></div> <div>BE IT RESOLVED: that the Tech Valley High School Operating Board approved the Treasurer's Report dated October 31, 2022.</div>																		

	<p>c. <u>Acceptance of Donation(s)</u> BE IT RESOLVED: that the Tech Valley High School Operating Board hereby accepts the following donations in accordance with Tech Valley High School Policy No. 2090:</p> <p>NONE</p> <p>d. <u>TVHS NewTech Network Contract Extension 2022-2024</u> BE IT RESOLVED: that the Tech Valley High School Operating Board approves the extension of the membership with NewTech Network effective July 1, 2022 through June 30, 2024 for a total amount of \$24,260.</p> <p>e. <u>TVHSTA, TVHSSA Memorandum of Agreement 2022-2024</u> BE IT RESOLVED: that the Tech Valley High School Operating Board approves the Memorandum of Agreement between Questar III (Rensselaer, Columbia, Greene Counties BOCES, Capital Region BOCES (Albany, Saratoga, Schenectady, Schoharie Counties) and Tech Valley High School Teachers Association, NYSUT (“TVHSTA”) and Tech Valley High School Support Association, NYSUT (“TVHSSA”) effective July 1, 2022 through June 30, 2024.</p>								
9. POLICIES	<p><u>Board Policies</u> BE IT RESOLVED: that the Tech Valley High School Operating Board conducts a first reading of the following policies:</p> <table> <tr> <td>Policy # 5500 (Revised)</td><td>Student Records</td></tr> <tr> <td>Policy # 5900 (New)</td><td>Time Out Room</td></tr> </table> <p>BE IT RESOLVED: that the Tech Valley High School Operating Board conducts a second reading and adoption of the following policies:</p> <table> <tr> <td>Policy # 5000 (Revised)</td><td>Code of Conduct</td></tr> <tr> <td>Policy # 5100 (Revised)</td><td>Attendance</td></tr> </table>	Policy # 5500 (Revised)	Student Records	Policy # 5900 (New)	Time Out Room	Policy # 5000 (Revised)	Code of Conduct	Policy # 5100 (Revised)	Attendance
Policy # 5500 (Revised)	Student Records								
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Policy # 5100 (Revised)	Attendance								
10. OTHER	NONE								
11. Principal's Report									
12. District Superintendents' Reports									
13. Board Discussion									
14. Summary Actions									
15. Adjournment of Regular Meeting									



Tech Valley High School Operating Board  
A joint venture of Questar III BOCES and Capital Region BOCES

## Reorganization Meeting Minutes – September 29, 2022

A Regular Meeting of the Tech Valley Regional Technology Institute (Tech Valley High School), a joint venture of the Board of Cooperative Educational Services of Albany-Schoharie-Schenectady-Saratoga Counties, 900 Watervliet-Shaker Road, Albany, New York, and the Board of Cooperative Educational Services of Rensselaer-Columbia-Greene Counties, 10 Empire State Boulevard, Castleton, New York, was held on September 29, 2022 at the Tech Valley High School, SUNY Polytechnic Institute, College of Nanoscale Science and Engineering, 246 Tricentennial Drive, Albany, New York 12203. The meeting was called to order at 6:15 p.m. by President Brooks.

<b>PRESENT</b>	<i>Edmund Brooks, Joseph Garland, Nadine Gazzola, John C. Hill, Lynne Lenhardt, John Phelan, Heather Soroka, Frank Zwack</i> <i>Mr. Harry Hadjioanou: Questar III BOCES Deputy Superintendent, Lauren Gemmill: Capital Region BOCES Acting DS, Robin Emanatian, Board Clerk</i>
<b>ABSENT</b>	<i>John Bergeron, Nancy delPrado</i> <i>Dr. Gladys I Cruz: Questar III BOCES DS, Anita Murphy: Capital Region BOCES DS</i>
<b>STAFF</b>	<i>Amy Hawrylachak, Principal/CAO: Joined Virtually</i>
<b>GUESTS</b>	<i>Wendy Ashley, Mike Buono, Danielle Hemmid, Bethany Centrone, James Tardy, Jen Muirhead</i>
Reorganization Meeting	Called to Order and Pledge to the Flag by Mr. Harry Hadjioannou @ 6:15PM
Appointment of Board Clerk	Recommended that <b>Robin L. Emanatian</b> of Questar III BOCES be and hereby is appointed Clerk of the Board of Tech Valley High School, to serve at the pleasure of the Board for the year ending June 30, 2023 or until a successor is chosen. <b>1- Member Lenhardt                      2- Member Zwack                      Motion Carried: 8 Yes / 0 No</b>
Resignation of Board Members ( <i>No resolution</i> )	The Tech Valley High School Operating Board recognizes, with regret, the resignation of members <b>Kevin Kutzscher</b> and <b>Lynn Clum</b> .
Addition of Board Members and Administration of Oaths of Office ( <i>No resolution</i> )	The Tech Valley High School Operating Board welcomes newly appointed members <b>Nadine Gazzola</b> (Taconic Hill CSD) and <b>Heather Soroka</b> (Watervliet CSD) to serve terms effective July 1, 2022 through June 30, 2025 and oaths of office will be administered by the board clerk.
Welcome of Extended Current Board Members and Administration of Oaths of Office ( <i>No resolution</i> )	The following board member terms have been extended by their respective BOCES to continue serving the Tech Valley High Operating Board and the board recognizes their continued services and oaths of office will be administered by the board clerk.  <div> <div>John Bergeron</div> <div>(July 1, 2022-June 30, 2025)</div> </div> <div> <div>Edmund Brooks</div> <div>(July 1, 2022-June 30, 2025)</div> </div> <div> <div>Nancy delPrado</div> <div>(July 1, 2022-June 30, 2025)</div> </div> <div> <div>Joseph Garland</div> <div>(July 1, 2022-June 30, 2025)</div> </div> <div> <div>John C. Hill</div> <div>(July 1, 2022-June 30, 2025)</div> </div> <div> <div>Lynne Lenhardt</div> <div>(July 1, 2022-June 30, 2025)</div> </div> <div> <div>John Phelan</div> <div>(July 1, 2022-June 30, 2025)</div> </div> <div> <div>Frank Zwack</div> <div>(July 1, 2022-June 30, 2025)</div> </div>

Election of President	<p>Recommend that the board members of the Tech Valley High School Board nominate Edmund Brooks as Board President for the ensuing year.</p> <p>Nominations Closed</p> <p>Recommend that the board members of the Tech Valley High School Board elects Edmund as Board President to serve at the pleasure of the Board for the year ending June 30, 2023 or until a successor is chosen.</p> <p><b>1- Member Zwack      2- Member Phelan      Motion Carried: 8 Yes / 0 No</b></p> <p>The Oath of Office administered by Robin Emanatian, Clerk of the Board, to the President.</p>
Election of Vice President	<p>Recommend that the board members of the Tech Valley High School Board nominate John Phelan as Board Vice President for the ensuing year.</p> <p>Nominations Closed</p> <p>Recommend that the board members of the Tech Valley High School Board elects John Phelan as Board Vice President to serve at the pleasure of the Board for the year ending June 30, 2023 or until a successor is chosen.</p> <p><b>1- Member Brooks      2- Member Lenhardt      Motion Carried: 8 Yes / 0 No</b></p> <p>The Oath of Office administered by Robin Emanatian, Clerk of the Board, to the Vice President.</p>
<b><i>BY CONSENT</i></b>	
Authorization for Board Members to Attend Conferences / Reimbursement of Approved Expenses Associated with Duty Performance	<p>Recommend that the board members of the Tech Valley High School Board may attend conferences and shall be reimbursed for all expenses related to such conference that are incurred while discharging the duties of a board member when not reimbursed by the respective BOCES boards, within budgetary allotments and subject to General Municipal Law 77-b.</p>
Authorization of Executive Officers to Approve Staff Conference Attendance / Reimbursement of Approved Expenses Associated with Duty Performance	<p>Recommend that the Executive Officers of the Tech Valley High School Board shall be authorized to approve conference attendance and expenses associated with discharge of duties at board expense within the budgetary allotments and subject to General Municipal Law 77-b.</p>
Authorization to Establish Petty Cash Account	<p>Recommend that the Tech Valley High School be authorized to establish a Petty Cash Account in the amount of \$100.</p>
Appointment of Board Treasurer	<p>Recommended that <b>Andrea Norton</b> of Capital Region BOCES be and hereby is appointed Treasurer of the Tech Valley High School and Central Treasurer of the Petty Cash Account, to serve at the pleasure of the Board for the year ending June 30, 2023 or until a successor is chosen.</p>
Designation of Internal Auditor Services	<p>Recommend that <b>Questar III BOCES</b> is designated to provide Internal Audit Services for the Board of Tech Valley High School, pursuant to Section 1950 of the Education Law for the ensuing year ending June 30, 2023, or until a successor is chosen.</p>



Designation of Purchasing Agent & Claims Auditor Services	Recommend that <b>Capital Region BOCES</b> is designated to provide Purchasing Agent and Claims Auditor Services for the Board of Tech Valley High School, both pursuant to Section 1950 of the Education Law for the ensuing year ending June 30, 2023, or until a successor is chosen.
Administration of Oaths of Office	The Oath of Office will be administered by Robin Emanatian, Clerk of the Board, to the newly appointed officer(s).
Designation of Depository	Recommend that <b>TD Bank</b> is hereby designated as the official depository for the Tech Valley High School.
Designation of Official Newspapers	Recommend that the official newspapers of Capital Region BOCES and Questar III BOCES are hereby designated as the official newspapers for the Board of Tech Valley High School.
<p style="text-align: center;"><b><i>CONSENT ITEMS ABOVE</i></b></p> <p style="text-align: center;">1- Member Lenhardt      2- Member Zwack      Motions Carried: 8 Yes / 0 No</p>	
Adjournment of Reorganization Meeting	<p style="text-align: center;">1- Member Garland      2- Member Phelan      Motion Carried: 8 Yes / 0 No</p>



**Operating Board**  
**Regular Meeting Minutes**

DATE: September 29, 2022

LOCATION: Tech Valley High School  
SUNY Polytechnic Institute - College of Nanoscale Science and Engineering  
246 Tricentennial Drive, Albany, New York 12203

District Superintendent: Dr. Gladys I. Cruz, Questar III BOCES  
District Superintendent: Ms. Anita Murphy, Capital Region BOCES

Regular Meeting Called to Order	Meeting called to order by President Brooks at 6:22 PM
Public Hearing on Policy #5000 Student Code of Conduct	<p>The meeting opened with a public hearing on the Student Code of Conduct. Notice of the hearing was posted to the website, notices were emailed and published in the official newspapers of Capital Region and Questar III BOCES.</p> <p>There were no changes to the Code of Conduct.</p> <p>Hearing no public comments, the public hearing was closed at 6:24 pm.</p>
Approval of the Agenda & Waive 72 Hour Notice	<p>BE IT RESOLVED: that the Tech Valley High School Operating Board approves the agenda as presented, and to waive the 72-hour notice to add items to the agenda by unanimous resolution.</p> <p>1- Member Garland                      2- Member Phelan                      Motion Carried: 8 Yes / 0 No</p>
Recognition of Visitors	
Communications	<p>a) Discussion of the purchase &amp; use of BoardDocs</p> <p>b) NYSSBA Convention October</p> <p>b) Our next Board Meeting will be held on Thursday, November 17, 2022</p>
Approval of the Prior Meeting Minutes	<p>BE IT RESOLVED: that the Tech Valley High School Operating Board approves the Minutes from the May 26, 2022 board meeting.</p> <p>1- Member Garland                      2- Member Zwack                      Motion Carried: 8 Yes / 0 No</p>
Privilege of the Floor	NONE

PERSONNEL	<p>a. <u>Appointment(s)</u></p> <p>1. <u>Per Diem Substitutes</u></p> <table><tr><td>Name</td><td>Dates</td><td>Position</td><td>Rate</td></tr><tr><td>Megan Maribito</td><td>09/01/2022-06/30/2023</td><td>Teacher</td><td>\$125/day</td></tr><tr><td>Alan Weloth</td><td>09/01/2022-06/30/2023</td><td>Teacher</td><td>\$125/day</td></tr></table> <p>2. <u>Certified Staff</u></p> <p>Name: Caryn Anderson</p> <p>Position: Teaching Assistant (1.0 FTE, 10 month)</p> <p>Effective: 9/1/2022</p> <p>Certification: Teaching Assistant Level 3</p> <p>Type of Appointment: Full Time Probationary</p> <p>Tenure Area: Teaching Assistant</p> <p>Probationary Period: 9/1/2022 – 8/31/2026 (4 years)</p> <p>Annual Salary: \$30,000</p> <p>Benefits: As set forth in the TVHS Teacher Association agreement</p> <p>3. <u>Classified Staff</u></p> <p>Name: Christine Futia</p> <p>Position: Cleaner - Part-time (.60 FTE, 10 month)</p> <p>Effective: 9/1/2022 – 6/30/2023</p> <p>Type of Appointment: Part-time - Probationary Civil Service</p> <p>Probationary Period: 9/1/2022 – 8/31/2023 (1 year)</p> <p>Annual Salary: \$41,000 (to be prorated based upon .60 FTE)</p> <p>Benefits: As set forth in the TVHS Benefits policy (prorated based upon FTE)</p> <p>1- Member Hill      2- Member Gazzola      Personnel Motions Carried: 8 Yes / 0 No</p>	Name	Dates	Position	Rate	Megan Maribito	09/01/2022-06/30/2023	Teacher	\$125/day	Alan Weloth	09/01/2022-06/30/2023	Teacher	\$125/day				
Name	Dates	Position	Rate														
Megan Maribito	09/01/2022-06/30/2023	Teacher	\$125/day														
Alan Weloth	09/01/2022-06/30/2023	Teacher	\$125/day														
BUSINESS	<p>a. <u>Internal Claims Auditor Report</u></p> <p>BE IT RESOLVED: that the Tech Valley High School Operating Board accepts the Internal Claims Audit Reported dated May through July, 2022.</p> <p>b. <u>Treasurer's Report</u></p> <p>BE IT RESOLVED: that the Tech Valley High School Operating Board approved the Treasurer's Report dated June 30, 2022.</p> <p>c. <u>Appointment of Directors to the Tech Valley School Foundation Inc.</u></p> <table><tr><td><u>Name</u></td><td><u>Original Appointment</u></td><td><u>Term</u></td><td><u>Office</u></td></tr><tr><td>Mr. Dale Thuillez</td><td>9/13/2007</td><td>9/30/2022 – 9/30/2025</td><td>Chairman &amp; President</td></tr><tr><td>Robert Altman</td><td>2/1/2020</td><td>9/01/2022 – 9/30/2025</td><td>Director</td></tr><tr><td>Matthew Wade</td><td>2/1/2020</td><td>9/01/2022 – 9/30/2025</td><td>Director</td></tr></table> <p>d. <u>Acceptance of Donation(s)</u></p> <p>BE IT RESOLVED: that the Tech Valley High School Operating Board hereby accepts the following donations in accordance with Tech Valley High School Policy No. 2090:</p> <p>NONE</p>	<u>Name</u>	<u>Original Appointment</u>	<u>Term</u>	<u>Office</u>	Mr. Dale Thuillez	9/13/2007	9/30/2022 – 9/30/2025	Chairman & President	Robert Altman	2/1/2020	9/01/2022 – 9/30/2025	Director	Matthew Wade	2/1/2020	9/01/2022 – 9/30/2025	Director
<u>Name</u>	<u>Original Appointment</u>	<u>Term</u>	<u>Office</u>														
Mr. Dale Thuillez	9/13/2007	9/30/2022 – 9/30/2025	Chairman & President														
Robert Altman	2/1/2020	9/01/2022 – 9/30/2025	Director														
Matthew Wade	2/1/2020	9/01/2022 – 9/30/2025	Director														

	<p>e. <u>Surplus Equipment</u> BE IT RESOLVED: that the Tech Valley High School Operating Board approves the following surplus equipment be sold to Capital Region BOCES in the amount of its current value of \$9,074.55.</p> <table><thead><tr><th>ITEM</th><th>Quantity</th><th>Condition</th></tr></thead><tbody><tr><td>QUAD CAMERA FOR WEBEX</td><td>2</td><td>Obsolete</td></tr><tr><td>MICROPHONE TRANSMITTER</td><td>1</td><td>Obsolete</td></tr><tr><td>AUTO-SWITCHER &amp; HDMI OVER CAT EXTENDER 400</td><td>1</td><td>Obsolete</td></tr><tr><td>43IN TV</td><td>1</td><td>Obsolete</td></tr><tr><td>MOBILE CART FOR INTERACTIVE BOARD</td><td>1</td><td>Obsolete</td></tr></tbody></table> <p>f. <u>TVHS Intermunicipal Agreement</u> BE IT RESOLVED: that the Tech Valley High School Operating Board approves the TVHS Intermunicipal Sharing Agreement Third Amendment by and between The Board of Cooperative Educational Services of Rensselaer-Columbia-Greene Counties (aka Questar III BOCES) and The Board of Cooperative Educational Services of Albany-Schoharie-Schenectady-Saratoga (aka Capital Region BOCES) effective September 12, 2022.</p> <p>1- Member Garland                      2- Member Phelan                      Business Motions Carried: 8 Yes / 0 No</p>	ITEM	Quantity	Condition	QUAD CAMERA FOR WEBEX	2	Obsolete	MICROPHONE TRANSMITTER	1	Obsolete	AUTO-SWITCHER & HDMI OVER CAT EXTENDER 400	1	Obsolete	43IN TV	1	Obsolete	MOBILE CART FOR INTERACTIVE BOARD	1	Obsolete
ITEM	Quantity	Condition																	
QUAD CAMERA FOR WEBEX	2	Obsolete																	
MICROPHONE TRANSMITTER	1	Obsolete																	
AUTO-SWITCHER & HDMI OVER CAT EXTENDER 400	1	Obsolete																	
43IN TV	1	Obsolete																	
MOBILE CART FOR INTERACTIVE BOARD	1	Obsolete																	
POLICIES	<p><u>Board Policies</u> BE IT RESOLVED: that the Tech Valley High School Operating Board conducts a first reading of the following revised policies:</p> <table><tr><td>Policy # 5000</td><td>Code of Conduct</td></tr><tr><td>Policy # 5100</td><td>Attendance</td></tr></table> <p>1- Member Gazzola                      2- Member Zwack                      Policy Motions Carried: 8 Yes / 0 No</p>	Policy # 5000	Code of Conduct	Policy # 5100	Attendance														
Policy # 5000	Code of Conduct																		
Policy # 5100	Attendance																		
OTHER	<p>a. <u>Chapter 56 of the Laws Of 2022 - Open Meetings Law Amendment Adoption</u> WHEREAS, by passing Chapter 56 of the Laws of 2022 (“Chapter 56”), the New York State Legislature amended Section 103 of the Open Meetings Law; and WHEREAS, Chapter 56 adds Section 103-a of the Open Meetings Law, permitting the Tech Valley School Operating Board to authorize its members to attend meetings by videoconferencing under extraordinary circumstances; and WHEREAS, Section 103-a(2)(a) requires the Tech Valley School Operating Board to adopt a resolution following a public hearing authorizing the limited use of videoconferencing under such circumstances; and WHEREAS, Section 103-a(2) allows for hybrid meetings by requiring “that a minimum number of members are present to fulfill the public body’s quorum requirement in the same physical location or locations where the public can attend”; and WHEREAS, Section 103-a(2)(c) requires that members be physically present at any such meeting “unless such member is unable to be physically present at any such meeting location due to extraordinary circumstances . . . including disability, illness, caregiving responsibilities, or any other significant or unexpected factor or event which precludes the member’s physical attendance at such meeting”; and WHEREAS, in accordance with Section 103-a(2)(d), any members attending by videoconference must, excerpt during executive session, be “heard, seen and identified, while the meeting is being conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon”; and</p>																		

	<p>WHEREAS, Section 103-a(2)(g) requires that any meeting where a member attends by videoconference be recorded, posted to the Tech Valley School Operating Board webpage within five business days, and transcribed upon request; and</p> <p>WHEREAS, Section 103-a(2)(h) requires that members of the public be permitted to attend and participate, if authorized, in any meeting by videoconference when a member attends by videoconference.</p> <p>BE IT RESOLVED, that the Tech Valley School Operating Board authorizes its members who experience an extraordinary circumstance, as described above and further defined by any rules or written procedures later adopted, to attend meetings by videoconference with written notice given to the board clerk not less than (3) three hours before such meeting: (i) as long as a quorum of the members attend in-person at one or more locations open to the public; (ii) as long as the member can be seen, heard, and identified while the open portion of the meeting is being conducted; and (iii) as otherwise permitted under Chapter 56 of the Laws of 2022; and be it further</p> <p>RESOLVED, that the Tech Valley School Operating Board shall create written procedures further governing its use of videoconferencing by its members in compliance with Chapter 56 of the Laws of 2022.</p> <p style="text-align: center;"><b>1- Member Phelan                      2- Member Gazzola      Motion Carried: 8 Yes / 0 No</b></p>
Principal's Report	<p>Amy Hawrylchak, TVHS Principal thanked Gretchen Wukits (prior Board Clerk) for her many years of service and welcomed Robin Emanatian as the new board clerk. She also thanked the TVHS team for covering while she is in Chicago at AASA.</p> <p>Report Items:</p> <ol style="list-style-type: none"> <li>1) NYSSBA Convention – TVHS Students will Showcase at a booth in Syracuse</li> <li>2) NYS Board of Regents will visit TVHS on 11/15/22</li> <li>3) TVHS Report out on <ol style="list-style-type: none"> <li>a) Class of 2022 data</li> <li>b) Enrollment</li> <li>c) Staff Summer Work</li> <li>d) Camp Innovation</li> </ol> </li> </ol> <p>President Brooks praised Ms. Hawrylchak's leadership, accomplishments and energy in her role.</p> <p>Harry Hadjioannou asked about the recruitment goal (now 142 students) expect at least 15+ in the next 2 years.</p>
District Superintendents' Reports	<p>Lauren Gemmill highlighted the AASA and BOR visits. These visits are sending a larger message of the impressive things being done at TVHS. The NYYS Board of Regents has developed a Blue Ribbon Commission to survey student needs and chosen Dr. Gladys Cruz to serve, as well as a TVHS student (a junior from Middleburgh CSD).</p>
12. Board Discussion	
13. Summary Actions	
14. Adjournment of Regular Meeting	<p>7PM</p> <p style="text-align: center;"><b>1- Member Garland                      2- Member Lenhardt      Motion Carried: 8 Yes / 0 No</b></p>



Robin Emanatian, Board Clerk  
Tech Valley High School



TECH VALLEY HIGH SCHOOL  
INTERNAL CLAIMS AUDIT REPORT  
September - October 2022

Warrant #	Description	Check Dates	Amount	Checks Issued	EFT's	Check Series
15	Payroll Deductions	9/14/2022	\$ 19,459.13	2	7	201039-201040
16	General Payable	9/14/2022	\$ 5,510.28	4	0	301042-301045
17	Payroll Deductions	9/28/2022	\$ 19,579.17	2	7	201043-201044
18	General Payable	9/30/2022	\$ 39,194.93	2	0	301046-301047
19	T&A Misc	9/30/2022	\$ 6,052.18	1	0	201045
20	General Payables	10/5/2022	\$ 7,220.88	11	0	301048-301058
21	Payroll Deductions	10/12/2022	\$ 18,684.61	2	8	201049-201050
22	General Payables	10/19/2022	\$ 10,604.56	3	0	301059-301061
23	Extra-Classroom	10/19/2022	\$ 150.00	1	0	1004
24	Payroll Deductions	10/26/2022	\$ 19,928.80	2	8	201052-201053
Period Totals			\$ 146,384.54	30	30	

Exceptions:	Warrant	Amount	Vendor	Explanation
None				

*Michael Wolff*

Michael T. Wolff, C.I.A.  
Internal Claims Auditor  
Tech Valley High School

November 4, 2022

**TECH VALLEY REGIONAL HIGH SCHOOL  
CHECKING ACCOUNT**

**Month of October 2022**

**Cash Balance as of September 30, 2022**

General Fund - TD Bank and Key Bank	700,901.61
Special Aid Fund - TD	75,837.36
T&A Fund - TD	(50.62)
Capital Fund - TD	<u>130,641.99</u>

TOTAL BEGINNING CASH: \$ 907,330.34

**RECEIPTS:**

General Fund - TD	79,268.29
Special Aid Fund - TD	-
Trust & Agency Fund - TD	134,959.22
Capital Fund - TD	-
Interest on Investments & Savings	-
Deposit in transit	<u>250.37</u>

TOTAL RECEIPTS: 214,477.88

**DISBURSEMENTS:**

General Fund - TD	(162,957.67)
Special Aid Fund - TD	(26,839.82)
Trust & Agency Fund - TD	(133,920.52)
Capital Fund - TD Bank	<u>-</u>

TOTAL DISBURSEMENTS: (323,718.01)

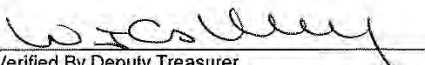
**Cash Balance as of October 31, 2022**


General Fund - TD Bank	617,462.60
Special Aid Fund - TD Bank	48,997.54
T&A Fund - TD Bank	988.08
Capital Fund - TD Bank	<u>130,641.99</u>

TOTAL ENDING CASH: \$ 798,090.21

**BANK BALANCES**

Balance per TD Bank Statement		\$ 842,587.60
Less: Outstanding Checks- TD Checking	\$ (48,020.52)	
Add: Bank Error - Service Charge		
Add: Bank Error - Fee Reimbursement		<u>(48,020.52)</u>
Add: Deposits in Transit	\$ 3,523.13	<u>3,523.13</u>
<b>TOTAL</b>		<b>\$ <u>798,090.21</u></b>

  
Verified By Deputy Treasurer

  
Prepared By Treasurer

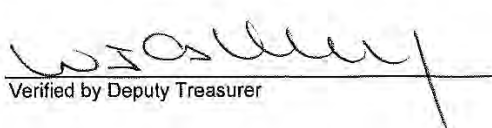
TECH VALLEY REGIONAL HIGH SCHOOL  
EXTRA CLASSROOM ACCOUNT


Month of October 2022

<u>Cash Balance as of: September 30, 2022</u>		
Extra Classroom- TD Bank	9,982.18	
TOTAL BEGINNING CASH:		\$ 9,982.18
<u>RECEIPTS:</u>		
Extra Classroom- TD Bank	215	
TOTAL RECEIPTS:		215.00
<u>DISBURSEMENTS:</u>		
Extra Classroom- TD Bank	150.00	
TOTAL DISBURSEMENTS:		150.00
<u>Cash Balance as of October 31, 2022</u>		
	10,047.18	
TOTAL ENDING CASH:		\$ 10,047.18

BANK BALANCES

Balance per TD Bank Statement		\$ 10,197.18
Less: Outstanding Checks- Key Checking	(150.00)	(150.00)
Add: Deposits in Transit	\$ -	-
TOTAL		\$ 10,047.18

  
Verified by Deputy Treasurer

  
Prepared By Treasurer



**TECH VALLEY REGIONAL HIGH SCHOOL  
CHECKING ACCOUNT**

**Month of September 2022**

**Cash Balance as of August 30, 2022**

General Fund - TD Bank and Key Bank	837,226.39
Special Aid Fund - TD	102,677.06
T&A Fund - TD	(163.63)
Capital Fund - TD	<u>130,641.99</u>

TOTAL BEGINNING CASH: \$ 1,070,381.81

**RECEIPTS:**

General Fund - TD	8,945.31
Special Aid Fund - TD	-
Trust & Agency Fund - TD	127,383.58
Capital Fund - TD	-
Interest on Investments & Savings	-

TOTAL RECEIPTS: 136,328.89

**DISBURSEMENTS:**

General Fund - TD	(145,270.09)
Special Aid Fund -TD	(26,839.70)
Trust & Agency Fund - TD	(127,270.57)
Capital Fund - TD Bank	-

TOTAL DISBURSEMENTS: (299,380.36)

**Cash Balance as of September 30, 2022**

General Fund - TD Bank	700,901.61
Special Aid Fund - TD Bank	75,837.36
T&A Fund - TD Bank	(50.62)
Capital Fund - TD Bank	<u>130,641.99</u>

TOTAL ENDING CASH: \$ 907,330.34

**BANK BALANCES**

Balance per TD Bank Statement		\$ 954,565.03
Less: Outstanding Checks- TD Checking	\$ (47,234.69)	
Add: Bank Error - Service Charge		
Add: Bank Error - Fee Reimbursement		(47,234.69)
Add: Deposits in Transit	\$ -	
TOTAL	\$ -	\$ <u>907,330.34</u>

Verified By Deputy Treasurer

Prepared By Treasurer

TECH VALLEY REGIONAL HIGH SCHOOL  
EXTRA CLASSROOM ACCOUNT

Month of September 2022

Cash Balance as of: August 31, 2022  
Extra Classroom- TD Bank

9,982.18

TOTAL BEGINNING CASH:

\$ 9,982.18

RECEIPTS:  
Extra Classroom- TD Bank

TOTAL RECEIPTS:

DISBURSEMENTS:  
Extra Classroom- TD Bank

TOTAL DISBURSEMENTS:

Cash Balance as of September 30, 2022

9,982.18

TOTAL ENDING CASH:

\$ 9,982.18

BANK BALANCES

Balance per TD Bank Statement

\$ 9,982.18

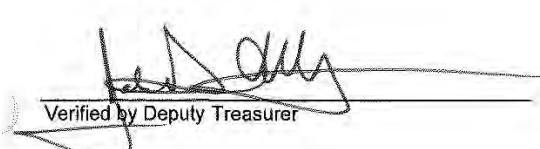
Less: Outstanding Checks- Key Checking

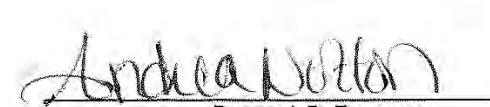
Add: Deposits in Transit

\$ -

TOTAL

\$ 9,982.18

  
Verified by Deputy Treasurer

  
Prepared By Treasurer

# TECH VALLEY HIGH SCHOOL

## CONSOLIDATED BUDGET STATUS REPORT

10/31/2022

Description	Initial Budget	Adjustments	Current Budget	Year-to-Date Expenditures	Encumbrances Outstanding	Unencumbered Balance
<b>150 CERTIFIED SALARIES</b>						
TEACHER SALARIES	1,191,121	(48,696)	1,142,425	382,425	752,912	7,089
ADMINISTRATIVE SALARIES	320,711	0	320,711	110,269	208,286	2,157
150 Subtotal Certified Salaries	1,511,832	(48,696)	1,463,136	492,693	961,198	9,245
<b>160 SUPPORT SALARIES</b>						
160 Subtotal Support Salaries	104,117	19,924	124,041	33,296	88,569	2,176
<b>190 NON-INSTRUCTIONAL AUTHORIZATION</b>						
190 Subtotal Non-Instructional Authorization	0	16,630	16,630	16,628	0	2
<b>200 EQUIPMENT</b>						
200 Subtotal Equipment	70,000	46,161	116,161	6,630	57,809	51,722
<b>300 SUPPLIES &amp; MATERIALS</b>						
GENERAL SUPPLIES	25,000	27,269	52,269	5,994	37,459	8,816
TEXTBOOKS	8,000		8,000			8,000
PERIODICALS	500		500		75	425
ASSETS UNDER 500	2,000		2,000			2,000
CAFETERIA (FRL)	50,000		50,000	33,600		16,400
SUBSCRIPTIONS	250		250			250
COMPUTER SOFTWARE PURCH	15,140		15,140		230	14,910
300 Subtotal Supplies & Materials	100,890	27,269	128,159	39,594	37,764	50,801
<b>400 CONTRACTUAL &amp; OTHER</b>						
TELEPHONE	15,241	(9,900)	5,341	1,365		3,976
DATA COMMUNICATIONS	8,755	16,652	25,407	18,333	2,500	4,574
EQUIP REPAIR & MAINT	3,120		3,120	2,620		500
Other Operations & Maintenance	0	2,148	2,148	0	2,148	0
LEGISLATIVE GRANT INDIRECT INSURANCE	17,292		17,292		17,292	0
HARDWARE/SOFTWARE RENTAL	47,465		47,465	44,367		3,098
POSTAGE	76,783	(8,800)	67,983	65,120		2,863
TRAVEL-IN DISTRICT	1,000		1,000	59	64	877
CONFERENCE & OTHER TRAVEL	1,000	1,000	2,000	1,822	178	0
ASSOC DUES & MEMBERSHIPS/STAFF DEVELOPM	9,984		9,984	2,620	4,435	2,929
PHYSICAL ED RELATED EXP	250	9,900	10,150	1,897		8,253
FIELD TRIPS	2,000		2,000			2,000
WORKSHOP RELATED COSTS	3,200		3,200	160		3,040
TRANSPORTATION	12,000	(11,000)	1,000		445	555
PRINTING & COPYING	10,500		10,500	465	3,435	6,600
OTHER MISC EXPENSE	1,000		1,000		1,000	
400 Subtotal Contractual & Other	11,459	5,415	16,874	5,171	5,569	6,134
<b>221,049</b>	<b>5,415</b>	<b>226,464</b>	<b>143,998</b>	<b>36,066</b>	<b>46,400</b>	

# TECH VALLEY HIGH SCHOOL

## CONSOLIDATED BUDGET STATUS REPORT

10/31/2022

Description	Initial Budget	Adjustments	Current Budget	Year-to-Date Expenditures	Encumbrances Outstanding	Unencumbered Balance
<b>440 CONTRACTED PROFESSIONAL SERVICES</b>						
ACCOUNTANTS & AUDITORS	7,865	8,000	15,865	4,000	4,000	7,865
Other Prof and Tech	0	25,935	25,935		25,935	0
<b>440 Subtotal Contracted Professional Services</b>	<b>7,865</b>	<b>33,935</b>	<b>41,800</b>	<b>4,000</b>	<b>29,935</b>	<b>7,865</b>
<b>470 Rental of Facilities</b>						
CONTRIBUTED RENT	0	722,885	722,885	240,173	0	482,712
RENTAL OF FACILITY	86,700	0	86,700	35,536	49,946	1,218
<b>470 Subtotal Services From Rental of Facilities</b>	<b>86,700</b>	<b>722,885</b>	<b>809,585</b>	<b>275,709</b>	<b>49,946</b>	<b>483,930</b>
<b>490 SERVICES FROM SCH DIST &amp; BOCES</b>						
<b>490 Subtotal Services From Sch Dist &amp; BOCES</b>	<b>26,180</b>		<b>26,180</b>	<b>2,256</b>	<b>13,614</b>	<b>10,310</b>
<b>800 EMPLOYEE BENEFITS</b>						
EMPLOYEE BENEFITS	5,250	(4,004)	1,246	0	0	1,246
TEACHERS RETIREMENT	152,358	(4,909)	147,449	50,139	97,050	260
EMPLOYEE RETIREMENT	13,535	1,015	14,550	4,317	10,003	231
SOCIAL SECURITY	120,105	120	120,225	39,607	80,307	311
HEALTH INSURANCE	340,669	28,397	369,066	120,384	248,680	2
DENTAL INSURANCE	7,776		7,776	2,520	5,184	72
UNEMPLOYMENT INSURANCE	7,842		7,842	0	0	7,842
EMPLOYEE TUITION	0	1,800	1,800	1,800	0	0
DISABILITY INSURANCE	10,007		10,007	1,041	2,134	6,832
<b>800 Subtotal Employee Benefits</b>	<b>657,542</b>	<b>22,419</b>	<b>679,961</b>	<b>219,808</b>	<b>443,357</b>	<b>16,796</b>
<b>TOTAL CURRENT EXPENDITURES BUDGET</b>	<b>2,786,175</b>	<b>845,942</b>	<b>3,632,117</b>	<b>1,234,612</b>	<b>1,718,257</b>	<b>679,248</b>

Date

Treasurer

10/31/2022

Deputy Treasurer

# TECH VALLEY HIGH SCHOOL

## CONSOLIDATED REVENUE STATUS REPORT

as of 10/31/2022

	Original Estimate	Adjustments	Current Estimate	Year-to-Date Revenues	Anticipated Balance
<b>Anticipated Revenues</b>					
Revenue for Carry Over Encumbrance	0.00	20,732.54	20,732.54		20,732.54
Tuition	1,841,125.00		1,841,125.00	926,453.80	914,671.20
Tuition Non Component	82,040.00		82,040.00	16,408.00	65,632.00
Miscellaneous Revenue	25,000.00		25,000.00	22,450.95	2,549.05
Legislative Grant	460,666.00		460,666.00		460,666.00
Legislative Grant Indirect	17,292.00		17,292.00		17,292.00
Special Education Billing	295,000.00		295,000.00		295,000.00
TVHS Foundation	15,000.00		15,000.00	1,000.00	14,000.00
Interest Income	100.00		100.00	650.27	-550.27
Contributed Rent	0.00	722,885.00	722,885.00	240,172.72	482,712.28
Fund Balance	49,952.00		49,952.00		49,952.00
<b>Total Anticipated Revenues</b>	<b>2,786,175.00</b>	<b>743,617.54</b>	<b>3,529,792.54</b>	<b>1,207,135.74</b>	<b>2,322,656.80</b>

**TECH VALLEY HIGH SCHOOL**  
**2022/2023 BUDGET**  
10/31/2022

	ACTUAL RESULTS 2021/2022	APPROVED BUDGET 2022/2023	ACTUAL BUDGET 2022/2023
<b>REVENUES</b>			
<b>Estimated Number of Students</b>	<b>130</b>	<b>140</b>	<b>140</b>
Tuition	1,787,500	1,841,125	1,841,125
Tuition Other BOCES & Non-Components	47,790	82,040	82,040
Special Education Billing	335,358	295,000	295,000
Legislative Grant #1	460,666	460,666	460,666
Legislative Grant Indirect	17,292	17,292	17,292
Revenue for Carry Over Encumbrance	68,115		20,733
Refunds Prior Years Expenses	9,698		-
Tech Valley High School Foundation	22,467	15,000	15,000
Miscellaneous Revenue	46,956	25,000	25,000
Fund Balance		49,952	49,952
Contributed Rent	708,710		722,885
Interest Income	103	100	100
<b>TOTAL REVENUES</b>	<b>3,504,655</b>	<b>2,786,175</b>	<b>3,529,793</b>

## TECH VALLEY HIGH SCHOOL

### 2022/2023 BUDGET

10/31/2022

	ACTUAL RESULTS 2021/2022	APPROVED BUDGET 2022/2023	ACTUAL BUDGET 2022/2023
<b>EXPENSES</b>			
<b>ADMINISTRATIVE</b>			
<b>Personnel</b>			
Administrative Salaries	119,475	122,720	122,720
Support & Clerical Salaries	54,433	56,559	56,559
Fringe Benefits	82,913	84,957	84,957
	<u>256,821</u>	<u>264,236</u>	<u>264,236</u>
<b>Equipment</b>			
Equipment	20,328	10,000	10,000
<b>Materials &amp; Supplies</b>			
General Supplies	10,060	10,000	10,126
Periodicals	75	500	500
Assets under \$500	319	1,000	1,000
Subscriptions	140	250	250
Software Licenses	-	4,500	4,500
	<u>10,593</u>	<u>16,250</u>	<u>16,376</u>
<b>Contractual</b>			
Telephone	-	14,241	14,241
Equip Repair and Maint	2,860	3,120	3,120
OTHER Operations & Maint	2,148	-	-
Insurance	44,503	47,466	47,466
Equip Rentals & Leases/ Hardware Software Rental	32,878	34,305	22,305
Postage	1,059	1,000	1,000
Cell Phones	-	1,000	1,000
Travel-In-District	-	1,000	1,000
Conference & Other Travel	1,510	5,000	5,000
Assoc Dues & Memberships/Staff Dev	13,584	12,000	1,000
Printing & Copying	68	1,000	1,000
Staff Development	-	250	250
Other Misc Expense	3,975	8,459	8,459
Contributed Rent	708,710	-	722,885
Other Rental of Facility	86,143	86,700	86,700
	<u>897,439</u>	<u>215,541</u>	<u>915,426</u>
<b>Contract Prof Service</b>			
External Accountants & Auditors	15,865	7,865	15,865
Funding Initiatives	17,292	17,292	17,292
Other Prof & Tech	-	-	-
	<u>33,157</u>	<u>25,157</u>	<u>33,157</u>
<b>School Districts &amp; Other BOCES</b>			
BOCES/SCH DST -OTHER SRV	5,397	12,372	12,372
	<u>5,397</u>	<u>12,372</u>	<u>12,372</u>
<b>Occupancy</b>			
Data Communications	20,206	8,755	28,555
	<u>20,206</u>	<u>8,755</u>	<u>28,555</u>
<b>TOTAL ADMINSTRATIVE</b>	<u><b>1,243,941</b></u>	<u><b>552,310</b></u>	<u><b>1,280,121</b></u>



**TECH VALLEY HIGH SCHOOL**  
**2022/2023 BUDGET**  
10/31/2022

ACTUAL RESULTS 2021/2022	APPROVED BUDGET 2022/2023	ACTUAL BUDGET 2022/2023
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**INSTRUCTIONAL**

**Personnel**

Instructional Salaries	1,095,420	1,141,512	1,108,318
Instructional Support Salaries	180,854	245,549	245,549
Substitute Teacher Salaries	7,555	-	1,028
Instructional Authorizations	8,637	-	100
Non-Instructional Salaries	46,978	47,558	67,482
Non Inst Auth	16,754	-	-
Insurance Buy-Outs	-	5,250	5,250
Fringe Benefits	542,510	569,387	591,806
	<u>1,898,708</u>	<u>2,009,255</u>	<u>2,019,532</u>

**Equipment**

Equipment	70,415	60,000	106,161
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**Materials & Supplies**

Supplies	10,809	15,000	42,142
Textbooks	2,882	8,000	8,000
Assets under \$500	999	1,000	1,000
Software Licenses	4,220	10,640	10,640
	<u>18,910</u>	<u>34,640</u>	<u>61,782</u>

**Contractual**

Postage	-	-	-
Hardware/Software(Maintenance/Support/Renewals)	41,758	42,478	45,678
Travel Exp Business	1,100	-	-
Staff Development & Conferences Travel	667	4,984	4,984
Field Trips	1,176	3,200	3,200
Transportation	10,424	10,500	10,500
Physical Education-Related Expenditures	178	2,000	2,000
Food Service	29,962	50,000	50,000
Other Prof and Tech	3,515	-	25,935
Misc	6,560	3,000	8,415
	<u>95,340</u>	<u>116,162</u>	<u>150,712</u>

BOCES/SCH DST -OTHER SRV	10,555	13,808	13,808
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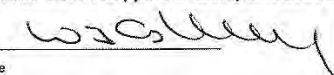
<b>TOTAL INSTRUCTIONAL</b>	<u><b>2,093,928</b></u>	<u><b>2,233,865</b></u>	<u><b>2,351,995</b></u>
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<b>TOTAL PROGRAM COSTS</b>	<u><b>3,337,869</b></u>	<u><b>2,786,175</b></u>	<u><b>3,632,116</b></u>
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<b>COST PER STUDENT</b>	<u><b>\$ 25,676</b></u>	<u><b>\$ 19,901</b></u>	<u><b>\$ 25,944</b></u>
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<b>SURPLUS OR (DEFICIT)</b>	<u><b>\$ 166,786</b></u>	<u><b>\$ -</b></u>	<u><b>\$ (102,323) *</b></u>
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\* use of additional fund balance in support of tech purchases approved at the Mar 2022 Board Meeting

11/3/2022 

Date Signature

Date Signature





March 30, 2022

Tech Valley High School  
246 Tricentennial Drive  
Albany, NY 12203

Dear Amy,

We look forward to continuing to support your school community. Continuation is an annual commitment that extends your connection to New Tech Network and provides your school with products and services customized to support your focus area for growth. This letter addresses **Tech Valley High School's** ("New Tech School") continued membership in the New Tech Network (NTN) during the 2022-24 school years.

This 2-year continuation agreement is designed to create a community structure that allows for regular interactions between your team, the broader network of NTN schools, and the expertise of NTN national staff. The services, as identified through submission of the Continuation worksheet, are designed to keep your school plugged into our Network's innovations and most current thinking around leadership and PBL design.

The continuation services will be provided by New Tech Network, Inc., a California nonprofit corporation ("New Tech Network" or "NTN"). The services provided by NTN are set out in the Continuation Schedule of Services. The duration of this continuation agreement extends from July 1, 2022 through June 30, 2024.

New Tech Network is continually seeking to improve our network of innovative schools. As a result of this and other improvements, from time to time, NTN will update and revise the policies that apply to participation in the New Tech Network. NTN's most recently updated policies have been incorporated as part of this letter and are set out in the Continuation Terms and Conditions.

If you agree with the terms of this Continuation Letter, the Continuation Services ("Exhibit A"), the Continuation Fees ("Exhibit B"), and the Continuation Terms and Conditions ("Exhibit C"), please sign Exhibit B and return a complete digital copy via email to Lisa Caldwell, Contract Coordinator, at [lcaldwell@newtechnetwork.org](mailto:lcaldwell@newtechnetwork.org), preferably no later than May 15, 2022.

Yours in Service,

A handwritten signature in cursive script that reads "Alexis Morgan".

Alexis Morgan Ed.L.D.  
Chief Schools Officer



## Continuation Services Exhibit A

NTN Continuation Community	
The Continuation Community includes one-on-one virtual leadership team meetings with a New Tech coach, whose responsibility is to serve as a thought partner, resource gatherer, and/or connector amongst New Tech schools. Provides up to 10 sessions annually, scheduled with NTN Coach and school leader. The connection to other New Tech Schools will be facilitated by an NTN coach and designed to create space for leaders to analyze, think through, and collaborate with other New Tech school leaders concerning shared challenges and best practices consistent across our network.	2022-23: 1 2023-24: 0

NTN Events	
<ul style="list-style-type: none"> <li>Each of the following events describes the number of staff designated to participate. Event costs covered by New Tech Network are detailed in the Continuation Fee Schedule.</li> <li>Selected meals will be provided for a designated number of participants in all in-person tours, trainings, events, and conferences.</li> <li>District is responsible for filling all allotted participant slots at in-person and virtual events. Refunds or credits will not be provided for unused participant slots. Participant slots for NTN events are non-transferrable between event types or contract years.</li> <li>Based on availability, additional participants may attend an event for an additional cost to be determined by NTN.</li> <li>District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel cost, personal expenses, and meals not covered by NTN.</li> <li>NTN Training events may be subject to minimum participation requirements and at NTN's discretion may be rescheduled to an alternate date or moved to an equivalent offering.</li> </ul>	
2022-24 Teacher Events	# of Participants
<b>NTN Teacher Gathering</b> This one-day, virtual training conference is designed for all primary and secondary classroom educators at New Tech schools. Join us for a day of deep dive sessions as we re-engage with the NTN model. We will also be unveiling new NTN resources and building community connections among all participants.	2022-23: 0 2023-24: 0
<b>NTN101 Training, In-Person</b> This three-day, in-person training is designed to support teachers new to existing network schools who are working to build their practice around deeper learning, project-based learning, student-centered facilitation, the NTN Learning Outcomes, and Echo, in a safe, inclusive and emotionally supportive environment for all students. NTN coaches will work with the school to identify the synchronous training options available, which may include site-based or regional training, based on availability and anticipated attendance.	2022-23: 2 2023-24: 0
2022-24 Leadership Events	# of Participants
<b>New Leader Training, In-Person</b> This two-day, in-person training is designed to support leaders new to existing network schools in building a basic understanding of: <ul style="list-style-type: none"> <li>The purpose of the New Tech model (ensuring every student develops the NTN Learning Outcomes)</li> <li>The instructional and cultural dimensions of the New Tech model to support the learning outcomes</li> <li>Leadership mindsets, practices and tools critical for leading a New Tech school.</li> </ul> New leaders will develop the basic understandings through engaging in: <ul style="list-style-type: none"> <li>Onsite, interactive learning experiences with other leaders across the country</li> <li>Observations of instructional and cultural practice training for teachers.</li> </ul>	2022-23: 1 2023-24: 0





## Continuation Services Exhibit A

<b>NTN Leadership Gathering</b> This one-day, virtual leadership gathering in the Fall will be facilitated by NTN leadership coaches in a unique opportunity to connect with leaders from across the Network. Network leaders will leave this virtual convening with actionable next-steps to support the transformation of teaching and learning in their schools early in the school year.	2022-23: 0 2023-24: 0
<b>National Leadership Summit</b> In the Spring semester, we will convene school leaders from across our network for an in-person National Leadership Summit. This three-day event engages leaders in timely and in-depth collaborative learning experiences to support leadership of their New Tech school. Leaders will leave with: <ul style="list-style-type: none"> <li>• Stronger learning and working connections across the network.</li> <li>• Deeper understandings of leadership mindsets, practices, and tools critical for leading a New Tech school.</li> <li>• Opportunities to reflect on your own deeper leading practice and to develop actionable next steps for leading your New Tech school.</li> </ul>	2022-23: 0 2023-24: 0

Echo Student Licenses	
Echo™ is a robust, feature-rich learning management system designed to support innovative instructional strategies like PBL, personalized learning, and highly differentiated instruction. Echo allows teachers to create courses and content that students and parents can access digitally. Students can submit assignments, participate in discussions, take notes, access resources, and track their performance from any computer. Using Echo's unique multi-outcome scoring gradebook, schools can emphasize critical skills like communication and collaboration across all courses to provide a more holistic view of student performance.	
2022-23	2023-24
140 Students	140 Students
District may purchase additional student Echo licenses for a fee determined by New Tech Network.	

Echo Staff Licenses w/Content and Community Access
Through Echo™, New Tech Network members have access to a platform of digital resources that provide another channel for school leaders and teachers to get support. Required for Network Membership, so that all schools are able to access content and resources for coaching, workshops, and NTN events.
<b>NTN Content:</b> <ul style="list-style-type: none"> <li>• <b>Resource Library</b> - NTN's Help and Learning Center contains hundreds of articles and resources in support of implementing the New Tech model. Topics include building a positive culture on campus, designing high quality PBL units, balancing assessment of content and critical skills, innovative scheduling approaches, and more.</li> <li>• <b>Project Library</b> - A searchable collection of formally vetted and informally shared PBL units easily imported into Echo courses. High quality vetted exemplar units and NTN Starter Sets contain entry events, rubrics, scaffolding activities, and assessments. Browse and copy both published and unpublished content in courses across the network to see what other teachers are doing. Once downloaded, teachers can modify the unit for their context and learning objectives.</li> <li>• <b>Self-Paced NTN Model Refresher Course</b> - This asynchronous course is designed for educators familiar with project-based learning to improve their knowledge and skills and learn about new developments from NTN. This course is not intended to replace NTN101.</li> </ul>



## Continuation Services Exhibit A

### NTN Community:

- **NTN Community in Slack** – The NTN Community is a digital space created to shorten the distance between members of New Tech Network. Within the community, members can connect with one another, collaborate, share ideas, ask for feedback and more.

2022-23	2023-24
16 Staff	16 Staff

*District may purchase additional teacher Echo access for a fee determined by New Tech Network.*

### NTN Data Services

NTN data services to School and District includes:

- New Tech Network provides optional surveys for students and educators about their perception of school culture and/or climate. The survey suite may include up to 5 different survey options and serves as a formative assessment measure for our schools.
- New Tech Network provides access to information on college enrollment and persistence through the National Student Clearinghouse, or similar, for high schools who have graduated a New Tech Network freshman class. This enables schools and districts to examine postsecondary outcomes for their students and compare to national averages.
- New Tech Network will communicate other opportunities to schools that arise and are deemed an appropriate fit including case studies, external research activities, pilot programs, and external assessments.
- New Tech Network will provide information on the size, demographics, and health of the network.

District agrees to cause School to:

- Provide high school graduation rate, student enrollment counts, teacher counts, and school level demographic data percentages when requested by NTN.
- Share results with NTN if the school participates in third party research activities.
- Participate in efforts to track high school students' college enrollment, persistence and graduation through National Student Clearinghouse, or similar, by submitting a roster to National Student Clearinghouse.



**Continuation Fees**  
Exhibit B

**Tech Valley High School**

Service Phase	Fee Amount	NTN Invoice Date
2022-23 Continuation	\$16,180	July 1, 2022
2023-24 Continuation	\$8,080	July 1, 2023
Total NTN Fees *	\$24,260	

\*Supplemental attendees at professional development events, additional coaching or other services or as set forth herein, the fees set forth in the payment schedule above represent the maximum fees payable to New Tech Network for each year in the Continuation Letter. At New Tech Network's option, certain of the fees set forth above may be reduced if New Tech Network determines, in its sole discretion, that the New Tech School exceeds benchmarks established by New Tech Network.

The District and School will make every effort for staff to participate in New Tech Network training events. District is responsible for additional costs for training staff unable to attend scheduled New Tech Network professional development events.

District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel cost, personal expenses, and meals not covered by New Tech Network.

NTN Training events may be subject to minimum participation requirements and at NTN's discretion may be rescheduled to an alternate date or moved to an equivalent offering.

Biannual or quarterly invoices are available; to request send email to [accounting@newtechnetwork.org](mailto:accounting@newtechnetwork.org).

**Understood and Accepted:**

Questar III BOCES, a New York Public School District ("District")

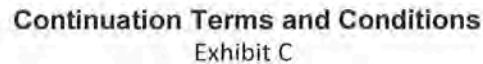
By: Gladys Cruz  
Dr. Gladys Cruz, District Superintendent

Date: 8/30/2022

By: \_\_\_\_\_  
Dr. Amy Hawrylchak, CAO/Principal & New Tech Director

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





(b) *Services.* New Tech Network will provide the services described in the Support Schedule (the “Services”). New Tech Network may perform the Services virtually if in its reasonable opinion it is necessary or desirable for the protection of its staff or if New Tech Network otherwise determines in its reasonable discretion. District understands and agrees that neither the New Tech Platform nor any of the Services are provided on an exclusive basis to District; New Tech Network may be engaged to provide identical, similar or other services to other school districts and entities during the term of this Agreement, including, without limit, granting some or all of the licenses set forth in Section 1(a). District further understands that the Services do not involve the management of or day-to-day operation of the New Tech School. District also understands that transmission of its data over the Internet is fundamentally necessary to the use of the New Tech Platform. New Tech Network uses commercially reasonable safeguards, commonly used by organizations similar in size and product line to New Tech Network, when transmitting and receiving



## Continuation Terms and Conditions Exhibit C

data to and from the District. Even so, District acknowledges that New Tech Network cannot and does not guarantee the security of data transmitted over the Internet or through District's local network.

(c) *Not Official Repository.* District agrees that: (i) the New Tech Platform is not the official repository for the District's and/or the New Tech School's educational, employee, student or other records; (ii) the District will maintain all such records it should or must maintain; and (iii) New Tech Network will not, under any circumstances, be responsible for a failure to maintain records within the New Tech Platform or elsewhere that the District should or must maintain as official records.

(d) *Third-Party Services Engaged by District.* New Tech Network may reference, promote, make available, utilize and/or offer applications, hyperlinks to websites/platforms, products or services provided by entities other than New Tech Network (collectively, "Third Party Services"). For avoidance of doubt, Third Party Services include, among other things, any applications, widgets, software, materials, products and/or services made available to District or a New Tech School under a separate agreement between the District/New Tech School and the provider of a Third Party Service. New Tech Network takes no responsibility and disclaims all warranties with respect to Third Party Services. If District uses or enables a Third Party Service with New Tech Platform, District grants New Tech Network a right and license to provide access and use, any data or records as may be requested or needed by the provider of such Third Party Service for the interoperation of the Third Party Service with the New Tech Platform. Any exchange of data or other interaction between District and the provider of a Third-Party Service is solely between District and that provider.:

(e) *Suspension of Access.* District agrees that New Tech Network may with reasonably contemporaneous notice (including by telephone or email) to District suspend access to the New Tech Platform (or any part thereof) if New Tech Network reasonably concludes that the New Tech Platform is being used to engage in denial of service attacks, spamming, or illegal activity, or is causing immediate, material and ongoing harm to New Tech Network or others (each, a "Suspension"). In the event of a Suspension, New Tech Network will use commercially reasonable efforts to limit the Suspension to the offending portion of the New Tech Platform and to resolve the issue(s) causing the Suspension. District agrees that New Tech Network shall not be liable to District, the New Tech School nor to any third party for any Suspension.

## 2. District Obligations, Contributions and School Users.

(a) *On-going Operation of New Tech School.* New Tech Network representatives will have access to the New Tech School during normal business hours, with prior reasonable notice and in accordance with applicable laws, to inspect the on-going operations of the New Tech School as well as to ensure compliance with this Agreement by District and the maintenance of the goodwill and reputation associated with New Tech Network, its New Tech Model and the Marks.

(b) *Data Collection.* District will permit New Tech Network to gather school-wide data from the New Tech School for use in evaluating the on-going effectiveness of the New Tech School and the New Tech Model and for improving or modifying the same, for the purpose of creating statistics and reports to support grant applications and other financial support and funding in furtherance of District's educational interests, and for the purpose of publication in the education field.





## Continuation Terms and Conditions Exhibit C

(c) *District Input.* District will promptly notify New Tech Network should District identify any problems or issues with the New Tech Model as it applies to the New Tech School, including any issues, errors or malfunctions in the NTN Technology, the New Tech Learning Platform and/or in the Materials (as later defined herein).

(d) *District Contributions to the New Tech Learning Platform.* New Tech Network has created electronic resource libraries, electronic project libraries and other venues whereby content and materials may be contributed by and used by District and other parties. As between New Tech Network and the District, all right and title in and to Protected Student Data (as defined in Section 5(a)) is owned exclusively by the District. If District contributes any content or other material, excluding Protected Student Data, to the New Tech Platform (including, without limitation, to the New Tech Learning Platform) ("District Contributions"), it automatically grants New Tech Network and all users of the New Tech Platform, simultaneous with any such contribution, a perpetual, irrevocable, worldwide, transferable, and royalty-free license to use, reproduce, modify, create derivative works and otherwise make use of such District Contributions in any manner and through any media for the benefit of New Tech Network, existing and future users or contributors to the New Tech Platform, and any other New Tech Network authorized entity. The District hereby represents warrants and covenants that maintenance, access and/or use of the District Contributions, to the fullest extent permitted in this Agreement, will not violate or infringe upon any right of publicity or privacy, intellectual property right (e.g., copyright, patent, trademark, etc.), literary right, or any other right of any person or entity.

(e) *Cooperation.* The parties will cooperate to help assure the successful implementation of the New Tech Model.

(f) *School Users.* The District is responsible for authorizing and regulating the use of the New Tech Platform by the District's employees and agents, as well as the New Tech School's employees, administrators, teachers, agents, students and the student's parents or guardians ("Users"). The District is further responsible for providing each such User a unique user name and passcode ("IDs") to permit the User to access the New Tech Platform. The District will inform Users that the IDs are not to be shared and are to be kept secure. The District agrees that the District is responsible for all of the activities of its Users, including those conducted under any IDs it issues (whether directly or through a New Tech School), and any User's compliance with any and all terms and conditions (Terms of Service, etc.) associated with the New Tech Platform.

**3. Fees.** District will pay New Tech Network's fee within thirty (30) days of the date of any and all invoices.

(a) *Payment.* District will pay New Tech Network in accordance with the schedule set forth in the Continuation Payment Schedule within thirty (30) days of the date of any and all invoices. If scheduled payments or invoice amounts are not paid in full within thirty (30) days of their due date, New Tech Network reserves the right to add a late charge of 1% per month of the amount due, but not greater than permitted by law.





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### 4. Work Product; Ownership of Intellectual Property.

(a) *Ownership of NT Materials and New Materials.* New Tech Network owns and holds all right, title and interest (including, without limit, copyrights, patent, invention, trade secret, and trade and service mark rights) in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection with the License and/or the Services, including, but not limited, to the New Tech Platform and all components thereof (collectively, the "NT Materials"). District may make improvements in, additions to, changes or any other modifications to the NT Materials ("New Materials"), subject to the license in Section 4(b) below. The NT Materials and New Materials do not include District Contributions or Third Party Services. Except for the limited use rights granted under this Agreement, neither the District nor any User shall acquire any right, title or interest in any NT Materials or New Materials. Any rights to the NT Materials or New Materials not expressly granted in this Agreement are reserved to and for the sole benefit of New Tech Network.

(b) *License of Rights in New Materials.* District is not required to create any New Materials or upload them to the New Tech Learning Platform. To the extent District or any of its employees or agents creates any New Materials and contributes them to the New Tech Platform, then District grants, and will cause its employees and agents to grant, and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to fully exploit and exercise all such technology and intellectual property rights in support of New Tech's exercise or exploitation of the Services, New Materials, other work or information performed or provided hereunder.

(c) *Permitted Uses of NT Materials and New Materials under License.* Except with respect to the NTN Technology, the License includes a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to District to the NT Materials and the New Materials (collectively, the "Materials") during the Term to engage in the following solely for the purpose of continuing to operate the New Tech School and for distribution to teachers, administrators, students, and parents or guardians of students as necessary to carry out the express purposes of this Agreement: (i) reproduce such Materials in copies, (ii) prepare derivative works based upon such Materials, (iii) distribute copies of such Materials, including by way of a restricted access internet site, by electronic mail or as required by law, (iv) publicly perform such Materials to groups of teachers, administrators, students, and parents or guardians of students associated with the New Tech School, (v) publicly display such Materials by way of a restricted access internet site, by electronic mail or as required by law, and (vi) perform such Materials publicly by electronic means through a restricted access internet site. The above activities for which the License hereunder is granted herein will be limited to purposes of District's continuing operation of the New Tech School. District may not make any other uses of the Materials. The License granted herein is granted solely to District, and not, by implication or otherwise, to any parent, subsidiary or affiliate of such party or entity. District will ensure that all copyright and other notices and designations of New Tech Network are maintained, and are not removed, on all copies and other reproductions and uses that are made of Materials.

(d) *Prohibited Uses.* District may not copy, distribute, reproduce, use or allow access to the Materials except as explicitly permitted under this Agreement, and District will not decompile,





## Continuation Terms and Conditions Exhibit C

reverse engineer, disassemble or otherwise attempt to derive source code from the NTN Technology. No right is granted hereunder to rent the Materials, to use the Materials for commercial purposes, or to use the Materials to perform services for third parties (so-called "service bureau" uses).

### 5. Data Sharing.

(a) *FERPA Compliance.* District affirms that it has satisfied the requirements set forth in the Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq) and applicable regulations ("FERPA") to permit it to disclose to New Tech Network personally identifiable information from education records maintained by the District for students at the New Tech School ("Protected Student Data"). For purposes of clarity, Protected Student Data does not include those education records shared with New Tech Network from which all personally identifiable information has been removed. Each party will comply with privacy laws (including, without limit, FERPA) applicable to it as to Protected Student Data the District provides to New Tech Network. Notwithstanding the foregoing, the District will be solely responsible for: (i) obtaining any necessary consents required under FERPA for a student's use of the NTN Technology or the New Tech Learning Platform; and (ii) to the extent required by the Children's Online Privacy Protection Act or other law, disclosing (via acceptable use policies or otherwise) and obtaining any required consents for the collection of data or information from users of the NTN Technology or the New Tech Learning Platform, including the use of such data or information by the District or New Tech Network. The District will make evidence of compliance with this Section 5(a), including any required consents, available to New Tech Network upon request.

### (b) *Non-Use and Non-Disclosure; Duty of Care.*

(1) The District hereby covenants and agrees that, except as expressly contemplated by this Agreement or any other agreement between the District and New Tech Network, it will not at any time: (i) use Confidential Information (as defined below) of New Tech Network except as reasonably required to comply with the terms of this Agreement; or (ii) except as required or permitted by law, disclose Confidential Information of the other party to any third party, without the prior written authorization of New Tech Network. Furthermore, the District will at all times protect New Tech Network's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. The term "Confidential Information" will include all technical data, know-how and information not generally known to the public, and not readily ascertainable by proper means by outsiders, constituting or comprising or other information generally deemed to be of a private or personal nature in which the general public has no right of access under applicable state law. Unless specifically identified for use and distribution outside of the New Tech School constituency, all Materials are deemed to be the Confidential Information of New Tech Network.

(2) New Tech Network hereby covenants and agrees that, except as expressly contemplated by this Agreement, it will not at any time: (i) use District's Protected Student Data except as reasonably required to comply with the terms of this Agreement or provide the services described herein, including the use of the Database Host (as defined below); or (ii) except as required by law, disclose Protected Student Data to any third party, without the prior written authorization of District. Furthermore, New Tech Network will at all times safeguard the Protected Student Data with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. Upon



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request by District, New Tech Network will use commercially reasonable means or methods to allow District to access, modify, or terminate any Protected Student Data in the possession or under the control of New Tech Network.

(3) The New Tech Platform is used to upload academic and non-academic data to, and retrieve that data from, a database (the "Database"). District acknowledges that the Database will be hosted on equipment under the physical control of New Tech Network or of a reputable third party service provider ("Database Host") as selected by New Tech Network from time to time. New Tech Network represents that it has investigated the data privacy and data security practices of such Database Host and determined that it utilizes such safeguards as are common in the industry to protect the confidentiality of Protected Student Data, including without limitation, firewalls, patch management procedures, security monitoring and response methods, and other relevant data security measures. District may obtain specific information as to the Database Host utilized by New Tech Network by contacting New Tech Network pursuant to Section 11.

(c) *Required Disclosure by District.* If the District becomes legally required to disclose Confidential Information, or any part thereof, then the District will, to the extent permitted by law, give New Tech Network prompt notice of such requirement, cooperate with New Tech Network (at New Tech Network's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, New Tech Network will be entitled to an injunction restraining the District from using or disclosing such Confidential Information in addition to any other remedy, at law or equity, which may be available to New Tech Network.

(d) *Required Disclosure by New Tech Network.* If New Tech Network becomes legally required to disclose Protected Student Data, then New Tech Network will, to the extent permitted by law, give the District prompt notice of such requirement, cooperate with the District (at the District's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Protected Student Data necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, the District will be entitled to an injunction restraining the New Tech Network from using or disclosing Protected Student Data in addition to any other remedy, at law or equity, which may be available to the District.

### 6. Term; Termination.

(a) *Term.* The term of this Agreement will begin on the effective date set forth in the Continuation Letter and, unless terminated in accordance with Section 6(b) below, will continue through the expiration date set forth in the Continuation Letter. The term of this Agreement may be extended upon the written agreement of the parties.

(b) *Termination.* This Agreement will terminate prior to the expiration of its term as follows:

(1) At the non-breaching party's option, effective immediately, if a party materially breaches, violates or otherwise fails to comply with any of the terms contained in this Agreement and fails to





## Continuation Terms and Conditions Exhibit C

cure such breach within thirty (30) days of receiving written notice of such breach from the non-breaching party;

(2) Automatically and effective immediately, if either party makes an assignment of this Agreement for the benefit of its creditors, becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditor's arrangement or composition, or if any comparable involuntary proceeding is instituted against such party and is not dismissed within ninety (90) days of such institution;

(3) At New Tech Network's option, effective immediately, if District fails to pay any amount due under this Agreement within thirty (30) days of its due date; or

(4) At either party's option, for its convenience and without cause, upon at least sixty (60) days' written notice ("Notice") to the other party. Upon receipt of a Notice from District of such termination, New Tech Network will cease operations as directed by the District in the Notice, take actions necessary or as the District may reasonably direct for the preservation of students' work and records, if any, in New Tech Network's possession. New Tech Network will be entitled to payment for: (i) services rendered prior to the effective date of the termination stated in the Notice; (ii) any expenses (within the limitations imposed by this Agreement) incurred prior to the effective date of the termination stated in the Notice; and (iii) any other costs and expenses (without regard to the limitations imposed by this Agreement) resulting from any action requested by the District in the Notice.

### (c) *Effect of Termination.*

(1) If this Agreement is terminated due to the expiration of the Term and not due to any breach of District and during the Term District was in full compliance with this Agreement, then District will be permitted to continue to use under the License the Materials, so long as District will have executed a separate agreement with New Tech Network in which District agrees to make appropriate use of such licensed Materials, to protect the confidentiality of the Materials and to pay such ongoing fees as are negotiated in connection with the use of and support for the Materials.

(2) If this Agreement is terminated for any reason, including, without limit, due to the expiration of the Term, and if the District and New Tech Network have not extended this Agreement or entered into another agreement concerning the operation of the New Tech School pursuant to the New Tech Model: (i) the District will (a) promptly cease to use the Materials, (b) promptly cease to use any of the Marks, and (c) no longer represent that it is a member of the New Tech Network; and (ii) New Tech Network may immediately deactivate District's account and, following a period of not more than 30 days, New Tech Network will be entitled to delete District's data from the Database, provided that New Tech Network will, during such period, grant District limited access for the sole purposes of permitting District to retrieve Protected Student Data and District Contributions.

(d) *Survival of Obligations.* Upon termination of this Agreement for any reason, District will promptly pay to New Tech Network all outstanding amounts due under this Agreement. The parties further agree to refrain from making public statements or otherwise announcing or publishing in a public



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forum statements or comments that disparage the other party. Such obligation to pay will survive termination of this Agreement along with all of the following provisions of this Agreement: 3 through 20.

### 7. Limitations.

(a) *Limitation of Liability.* In no event will New Tech Network's liability to District arising out of or related to this Agreement or the License or the Services provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed the compensation New Tech Network receives for the License or the Services provided under this Agreement.

(b) *Other Damages.* In no event will New Tech Network be liable to District for any punitive, indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.

(c) *Limited Warranty.* NEW TECH NETWORK REPRESENTS AND WARRANTS THAT THE NTN TECHNOLOGY WILL CONTAIN FUNCTIONALITY SUBSTANTIALLY CONSISTENT WITH THAT DESCRIBED IN SUPPORT SCHEDULE TO THIS AGREEMENT AND THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 7(C): (I) NEW TECH NETWORK DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSE OR THE SERVICES, NEW TECH PLATFORM OR ANY PRODUCTS/GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (II) THE DISTRICT EXPRESSLY AGREES THAT USE OF THE NEW TECH PLATFORM IS ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEW TECH NETWORK DISCLAIMS ANY AND ALL: (1) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE NEW TECH PLATFORM; (2) WARRANTIES RELATED TO THIRD PARTY SERVICES AND/OR DISTRICT CONTRIBUTIONS; AND (3) WARRANTIES THAT ERRORS IN ANY SOFTWARE WILL BE CORRECTED.

(d) *Claims.* Any claims by District arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, must be brought within one year of the termination of this Agreement or such claims will be forever barred.

8. Notification of Claims. In the event of a claim by a third party arising as a result of the License or the Services provided hereunder, each party or its legal representative will promptly notify the other party in writing of any such claim or lawsuit and forward all related documents to the other party.

9. Governing Law; Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without application of conflicts of laws principles and as if this Agreement were negotiated, executed, delivered and fully performed entirely within the State of California. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the courts of the State of California in Sacramento County, or, if it has or





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can acquire jurisdiction, in the United States District Court in Sacramento County, and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

**10. Independent Contractor.** The parties understand and acknowledge that New Tech Network is an independent contractor, and will not be deemed an employee, partner, or joint venturer of District with respect to the services performed hereunder for any purposes whatsoever. New Tech Network also understands that it is responsible, according to law, to pay its own federal, state and local income taxes and employment taxes with respect to all compensation received from District hereunder.

**11. Communications and Notices.**

(a) *Notices.* All notices of a legal or formal nature must be in writing and sent (a) in person, (b) by certified or registered mail, (c) by overnight delivery carrier for next day delivery, (d) by facsimile, or (e) email, in each case to the address listed below (or if notice of a new address is given in accordance with this Agreement, the new address):

If to New Tech Network:                      New Tech Network, Inc.  
Attn: President  
952 School Street #311  
Napa, CA 94559

If to the District:                                Questar III BOCES  
Attn: Superintendent  
10 Empire State Blvd.  
Castleton, NY 12033

**12. Binding Effect.** This Agreement will be binding upon and inure to the benefit of both District and New Tech Network and their permitted successors and permitted assigns.

**13. Severability of Provisions.** If any part, term or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties will be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

**14. Waiver.** Any of the terms, conditions or provisions of this Agreement may be waived at any time and from time to time in writing by the party entitled to the benefit thereof without affecting any other term, condition or provision of this Agreement. No waiver will be effective unless it is in writing. The waiver by any party hereto of any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of any other term, condition or provision or of any subsequent breach of the same term, condition or provision. A party's failure to enforce its rights resulting from any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of breach.



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**15. Entire Agreement.** This Agreement, the Trademark Use Policy, the website user agreement and the privacy policy for the NTN Technology constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and discussions with respect to the subject matter hereof. The parties expressly agree that to the extent that form purchase orders, confirmations, acceptances and invoices, or similar documents, are used to facilitate specific services any conflicting, additional or different terms provided by District will be of no force and effect and the terms of this Agreement will control such interpretations unless a separate signed writing/amendment authorizes such terms.

**16. Assignment.** This Agreement (including any rights or licenses herein) may not be assigned by District without the written consent of New Tech Network. New Tech Network may assign this Agreement to an organization affiliated with New Tech Network.

**17. Amendment.** This Agreement may be amended or modified only in a writing signed by both New Tech Network and District; provided, however, that New Tech Network may, from time to time, without the written consent of District, amend the terms of the Trademark Usage Policy, the website user agreements and privacy policy. New Tech Network will notify the District of any such amendments. If District does not object in writing to the amendments within 30 days from the date of the notification, the District will be deemed to have accepted the amendments. If the District timely objects to one or more amendments and such objections are not resolved to District's satisfaction, the District may terminate this Agreement pursuant to Section 6.

**18. Recitals.** The recitals to this Agreement are hereby incorporated into and considered a part of the terms and conditions of this Agreement.

**19. Negotiated Agreement.** As this Agreement has been negotiated by the parties, any ambiguities in this Agreement will not be construed against either party.

**20. Force Majeure.** New Tech Network will not be responsible or liable for any delay in the performance of its obligations under this Agreement arising out of or caused by acts of God; earthquakes, fire, flood, wars, acts of terrorism, civil or military disturbances, epidemics, riots, interruptions, loss of utilities or communications, Internet service provider failures, accidents, labor disputes (other than involving New Tech Network employees), acts or civil or military authority or governmental action or any other circumstances beyond the reasonable control of the party; it being understood that New Tech Network will use reasonable efforts to resume performance as soon as reasonably practicable under the circumstances.



TECH VALLEY HIGH SCHOOL  
PAGE 1

BOARD POLICY 5500

## STUDENT RECORDS

### I. Confidentiality of and Access to Student Records

The Operating Board recognizes the legal requirement to maintain the confidentiality of student records. The procedures adopted by the Operating Board for the confidentiality of, and access to, student records shall be consistent with State and federal laws, including the Family Educational Rights and Privacy Act (FERPA), NYS Education Law § 2-d and ~~its~~ their implementing regulations ~~and the Regulations of the Commissioner of Education.~~

The District Superintendents shall be responsible for ensuring that Tech Valley High School complies with all requirements under State and federal laws applicable to student records.

### II. Annual Notifications

At the beginning of each school year, Tech Valley High School shall send a notice to parents<sup>1</sup> and to students who are eighteen years of age or older ("Eligible Students") concerning their rights under FERPA and this Policy ("Annual FERPA Notice"). The Annual FERPA Notice may be included in student handbooks or distributed by any other reasonable means.

The Annual FERPA Notice shall inform parents and Eligible Students that they have the right to: (1) inspect and review the student's education records; (2) seek amendment of the student's education records if the parent or Eligible Student believes such records to be inaccurate, misleading or otherwise in violation of the student's privacy rights; (3) consent to the disclosure of personally identifiable information contained in the student's education records, except to the extent FERPA authorizes disclosure without consent; and (4) file a complaint with the U.S. Department of Education concerning the alleged failures of the District to comply with the requirements of FERPA. In addition, the Annual FERPA Notice shall include: (1) the procedure for exercising the right to inspect and review education records; (2) the procedure for requesting amendment of education records; and (3) a list of "school officials" who may have a "legitimate educational interest" in student records and may thus have access to student records without prior parental consent. Tech Valley High School shall provide a translation of the Annual FERPA Notice for those parents who have a primary or home language other than English.

For the purposes of this Policy, a "school official" is a person employed by Tech Valley High School, a BOCES, or a student's home school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel), a member of the Operating Board, a person or company with whom Tech Valley High School has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist), or a parent or

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<sup>1</sup> "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or guardian.



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student serving on an official committee (such as a committee on special education or a disciplinary or grievance committee) or assisting another school official performing his or her tasks. A school official has a "legitimate educational interest" if the official needs to review a student record in order to fulfill his or her professional responsibilities. Tech Valley High School also discloses education records without consent to officials of the student's home school district and without prior notification to parents or eligible students.

In addition, Tech Valley High School shall post the Parents Bill of Rights and the Data Privacy Plan of any third-party contractor with whom personally identifiable information is shared.

Parents shall be notified as required by NYS Education Law § 2-d of any unauthorized release of personally identifiable student information.

III. Directory Information

Tech Valley High School may release directory information<sup>2</sup> to the extent authorized by law and the release benefits Tech Valley High School or the Student. The applicable rules governing the release of student directory information shall apply equally to military recruiters, the media, colleges and universities and prospective employers. Parents will, however, be provided annually with an opportunity to refuse in writing to the disclosure of their child's directory information to a military recruiter or institution of higher education.

Directory information may include the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; grade level; enrollment status (e.g., undergraduate or graduate, full-time or part-time); dates of attendance; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors, and awards received; and the most recent educational agency or institution attended.

IV. Rights of Separated or Divorced Parents

Tech Valley High School shall give full rights to either parent of a student under this Policy, unless it has been provided with a court order directing that such parent's rights under this Policy have been revoked.

V. Rights of Students

When a student becomes an Eligible Student, the rights accorded to a parent under this Policy will be accorded equally to the student.

<sup>2</sup> "Directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed (e.g., student's name, address, grade level).

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VI. Rights of Students with Disabilities

The Board acknowledges that the Individuals with Disabilities Education Act (IDEA) and the Regulations of the Commissioner of Education require the protection of the privacy and records of students with disabilities. Personally identifiable information concerning a special education student shall not be disclosed or released except as required or permitted by law. The District Superintendent shall ensure that Tech Valley High School complies with all requirements under State and federal laws applicable to the records of students with disabilities.

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VII. Charging a Fee for Education Records

Tech Valley High School may charge a fee for a copy of an education record provided to a parent or Eligible Student, unless the imposition of such fee effectively prevents the parent or Eligible Student from exercising their right to inspect and review the education record.

Tech Valley High School may not charge a fee to search for or to retrieve the education records of a student.

VIII. Retention and Disposition of Student Records

The Operating Board has adopted the Records Retention and Disposition Schedule ED-4LGS-1 issued pursuant to Article 57-A of the N.Y. Arts and Cultural Affairs Law, which contains the legal minimum retention periods for school district records. The Operating Board directs all Tech Valley High School officials to adhere to the schedule and all other relevant laws in retaining and disposing of student records.

IX. Administrative Regulations

The District Superintendents shall establish and implement administrative regulations consistent with this Policy and applicable State and federal laws governing student records.

ADOPTED: July 25, 2019

Revised

REFERENCES:

20 U.S.C. 1232g

34 C.F.R. 99

NYS Education Law § 2-d

8 NYCRR Part 121

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**STUDENT RECORDS REGULATIONS**

**I. Notices to Staff Members**

Tech Valley High School staff with access to student records shall be provided with a copy of the Tech Valley High School Policy on Student Records and these implementing regulations. Appropriate staff shall also be provided with:

- A list of students for whom Tech Valley High School must obtain prior written consent of the parent, guardian or eligible student before any directory information relating to such student is released; and
- A list of students whose name, address and telephone number may not be disclosed to military recruiters.

**II. Requests for Access to Student Records**

No staff member may release any student records except in accordance with law and Tech Valley High School policy. Any requests for access to or copies of student records, including academic records, disciplinary records, medical records or any other information collected or maintained by Tech Valley High School regarding an individual student, shall be directed to the Tech Valley High School principal. Any questions regarding whether a record may be released should be directed to the Tech Valley High School principal, who shall respond in a timely manner.

**III. Notices to Parents and Eligible Students**

Tech Valley High School shall provide the Annual FERPA Notice and the Directory Information Notice to all parents and eligible students at the start of each school year in the form provided in these regulations. The notices may be included in the student handbook, distributed through direct mailings or by any other reasonable means.

**IV. Written Direction not to Disclose Directory Information**

The following information is designated "directory information" that may be disclosed without written consent of the parent/guardian or eligible student, unless the parent/guardian or eligible student has properly advised Tech Valley High School that such information should not be disclosed:

- Student's name
- Participation in officially recognized activities
- Address
- Telephone listing
- Photograph
- Degrees, honors, and awards received

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- Date and place of birth
- Home school district
- Dates of attendance at Tech Valley High School • Grade level
- Field(s) of study

To advise Tech Valley High School that either directory information on a student should not be disclosed without prior written consent, and/or that a student's name, address and telephone number should not be disclosed to military recruiters without prior written consent, the parent or eligible student *must notify the Tech Valley High School building principal, in writing*, by September 20 of the school year or, for students enrolling at Tech Valley High School after the start of the school year, within 15 days of enrollment.

The building principal shall maintain and distribute, in accordance with subdivision I of these regulations, a current list of all students for whom directory information and/or military recruitment information may not be disclosed without prior written consent. Such lists also shall be transmitted promptly to the Tech Valley High School program administrator.

V. Certain Materials not to be Considered Student Records

Certain materials are not considered to be student records that must be disclosed to parents or eligible students. Included in these are "records of instructional, supervisory, administrative, and ancillary educational personnel which are in the sole possession of the maker and which are not accessible or revealed to anyone else, except a substitute" as provided in FERPA (20 U.S.C. §1232(g)(a)(4)(B)(i); 34 C.F.R. §99.3). This exception could include personal notes made by Tech Valley High School staff, so long as they are not accessible to others or revealed to anyone other than a substitute. Any question regarding whether a record is a student record that must be disclosed to parents or an eligible student should be directed to the District Superintendents for consultation with the school attorneys.

Data Analysis

Tech Valley High School occasionally analyzes data relating to districts' student achievement, including, but not limited to, analyses of testing results. To the extent that Tech Valley High School staff are assisting and consulting with district staff members in order to gather, analyze and understand their students' achievements, Tech Valley High School staff may have access to personally identifiable student information specifically related to such data analysis. Tech Valley High School staff members shall be cognizant, however, of their responsibilities to maintain such information in confidence and in accordance with policies of the school districts being served. In the event data is utilized to demonstrate regional or statewide trends or for any other purpose before persons who are not school district staff of such students, such data shall in all instances be purged of personally identifiable student information.



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**ANNUAL NOTICE TO PARENTS AND ELIGIBLE STUDENTS  
AND NOTICE REGARDING DIRECTORY INFORMATION  
UNDER THE FEDERAL EDUCATION RIGHTS AND PRIVACY ACT (FERPA)**

The Family Education Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are

1. The right to inspect and review the student's education records within 45 days of the day the school receives a request for access. Parents or eligible students must submit to the ~~Questar III Tech Valley High School~~ building principal or ~~Questar III Tech Valley High School~~ program administrator a written request that identifies the record(s) they wish to inspect. The principal or administrator will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading. Parents or eligible students may ask the school to amend a record that they believe is inaccurate or misleading. They should write the ~~Questar III Tech Valley High School~~ building principal or ~~Questar III Tech Valley High School~~ program administrator, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. For example, student records may be disclosed to school officials with legitimate educational interests without consent of the parent or eligible student. A school official is a person employed by ~~Questar III Tech Valley High School~~ or the student's home school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Board of Education; a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. ~~Questar III Tech Valley High School~~ also discloses education records without consent to officials of the student's home school district and without prior notification to parents or eligible students.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA: Family Policy Compliance Office, U.S. DOE, 400 Maryland Avenue, SW, Washington, D.C. 20202-4605.
5. ~~Questar III Tech Valley High School~~ Tech Valley High School has designated the following information as "directory information" as recognized under FERPA:

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- Student's name
- Participation in officially recognized activities
- Address
- Telephone listing
- Photograph
- Degrees, honors, and awards received
- Date and place of birth
- Home school district
- Dates of attendance at ~~Questar III~~ Tech Valley High School
- Grade level
- Field(s) of study

The school may disclose appropriately designated "directory information" without written consent of the parent or eligible student, unless the parent or eligible student has properly advised the school that such information should not be disclosed. The primary purpose of directory information is to allow the school to include this type of information from the student's education records in certain school publications. Examples include:

- A program for a play or musical production
- An annual yearbook
- Honor roll or other recognitions
- Graduation programs
- Art displays
- Interscholastic competitions
- ~~Questar III~~ Tech Valley High School publications and news releases

Directory information also may be disclosed to outside organizations without consent of the parent or eligible student. The school will be required to disclose the name, address and telephone number of students to military recruiters, unless the parent or eligible student has properly advised the school that they do not want the student's information disclosed without prior written approval.

To advise the school that either directory information on a student should not be disclosed without prior written consent, and/or that a student's name, address and telephone number should not be disclosed to military recruiters without prior written consent, the parent or eligible student *must notify the* ~~Questar III~~ Tech Valley High School *building principal, in writing, by September 20 of the school year or, for students enrolling at* ~~Questar III~~ Tech Valley High School *after the start of the school year, within 15 days of enrollment.*

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**LETTER TO PARENTS/GUARDIANS – WITHOLDING STUDENT INFORMATION FROM  
MILITARY RECRUITERS AND INSTITUTIONS OF HIGHER LEARNING**

[Date]

Dear Parent(s) or Guardian(s):

The “No Child Left Behind Act” requires Tech Valley High School to provide access to junior and senior students’ names, addresses, and telephone numbers, upon request by military recruiters and institutions of higher learning. This list of students’ names will be used specifically for armed services recruiting processes, and college admissions/scholarship information.

The exception to this requirement is if parents request that we not forward this information to the military recruiters and/or institutions of higher learning. If you do not want Tech Valley High School to release your child’s name, address, and telephone number, please complete the form below and forward it to \_\_\_\_\_ (building principal) \_\_\_\_\_. If we do not receive this form with a postmark of \_\_\_\_\_ (date), we will assume that you have no objection to the release of such information.

If you have any questions regarding this process, please contact me at \_\_\_\_\_.

Sincerely,

[Name]

[Title]

\_\_\_\_ I do not want Tech Valley High School to release my child’s name, address, and telephone number to any military recruiters.

\_\_\_\_ I do not want Tech Valley High School to release my child’s name, address, and telephone number to any institutions of higher education.

Student Name (print) \_\_\_\_\_ Grade \_\_\_\_\_

Parent Name (print) \_\_\_\_\_

Parent Signature \_\_\_\_\_



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BOARD POLICY 5500R

**Parents Bill of Rights**

Tech Valley High School is committed to ensuring student privacy in accordance with local, state and federal regulations and district policies. To this end and pursuant to U.S. Department of Education regulations, the district is providing the following Parents' Bill of Rights for Data Privacy and Security:

- Students' personally identifiable information (PII) will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law.
- A student's personally identifiable information cannot be sold or released for any marketing or commercial purposes by Tech Valley High School or any a third-party contractor. Student personally identifiable information will not be sold or released for marketing or commercial purposes, other than directory information released by Tech Valley High School in accordance with Tech Valley High School policy.
- Parents have the right to inspect and review the complete contents of their child's education record (for more information about how to exercise this right, see 5500).
- State and federal laws, such as NYS Education Law §2-d and the Family Educational Rights and Privacy Act, protect the confidentiality of students' personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls and password protection, must be in place when data is stored or transferred.
- A complete list of all student data elements collected by the State Education Department is available for public review at <http://nysed.gov/data-privacy-security> or by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
- Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to: Kellyrose Yaeger, Data Protection Officer, [KellyRose.Yaeger@nysed.org](mailto:KellyRose.Yaeger@nysed.org), 518-464-5139, 900 Watervliet-Shaker Road, Albany, NY 12205.
- Complaints to SED should be directed to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; e-mail address is [cpo@mail.nysed.gov](mailto:cpo@mail.nysed.gov).
- Parents have the right to be notified in accordance to applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.
- Parents can expect that educational agency workers who handle PII will receive annual training on applicable federal and state laws, regulations, educational agency's policies and safeguards which will be in alignment with industry standards and best practices to protect PII.
- In the event that a third-party provider to deliver student educational services is engaged, the contractor or subcontractors will be obligated to adhere to state and federal laws to safeguard student PII. Parents can request information about third-party contractors by contacting the Data Protection Officer, 518-464-5139, [DPO@nysed.org](mailto:DPO@nysed.org), 900 Watervliet Shaker Rd., Albany NY 12205.
- This bill of rights is subject to change based on regulations of the commissioner of education and the SED chief privacy officer, as well as emerging guidance documents from SED.

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BOARD POLICY NO. 5900

**USE OF TIME OUT ROOMS**

I. Purpose

Some Tech Valley High School (TVHS) educational programs employ therapeutic programs with protocols for de-escalation and physical restraints. For students in such programs, physical intervention, including restraint, is intended to contain or control student behavior and is used only as a safety response to behavior likely to result in physical injury to self or others. Physical interventions are authorized when and to the extent allowed by the applicable therapeutic program and the student's behavior intervention plan if any.

II. Authorization to Use Time Out Rooms

Time out rooms may be employed as a means of regulating student behavior in accordance with regulations of the Commissioner and this policy. TVHS has adopted this policy governing the use of time out rooms in TVHS special education programs as part of its behavior management program.

III. Definition

A time out room is a designated area for a student to safely de-escalate, regain control and prepare to meet expectations to return to his or her education program.

IV. Use of Time Out Rooms

A. Except as described in paragraph B, below, a time out room may only be used when a student has a behavior intervention plan that includes the use of a time out room and specifies the maximum amount of time the student may be in a time out room as a behavioral consequence, and is designed to teach and reinforce alternative appropriate behaviors for the student, in order to:

1. remove a student to a supervised area to facilitate self-control; or
2. remove a student from a potentially dangerous situation.

B. A time out room may be used for unanticipated situations that pose an immediate concern for the physical safety of a student or others in instances where a student does not have a behavioral intervention plan that includes the use of a time out room, provided that the maximum amount of time the student may be in a time out room is 30 minutes. If a student who is placed in time out does not have a behavior intervention plan, one shall be developed and presented to the student's Committee on Special Education ("CSE") as expeditiously as possible, unless the CSE agrees that a behavior intervention plan is not required.

C. No student shall be placed in a locked room or space, or in any room where the student cannot be continuously observed and supervised. The use of locked rooms or spaces for purposes of time out or emergency interventions is prohibited.

D. Under no circumstances shall a time out room be used for seclusion of the student, where the term "seclusion" refers to placing a student in a locked room or space, or in a room where the student is not continuously observed and supervised.



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- E. A student placed in a time out room shall be continuously monitored by one or more staff members. Staff members must be able to see and hear the student at all times.
- F. A student's Individualized Education Plan (IEP) shall specify when a behavioral intervention plan includes the use of a time out room for a student with a disability, including the maximum amount of time a student will need to be in a time out room as a behavioral consequence, as determined on an individual basis and in consideration of the student's age and needs.
- G. The building or program principal and the student's designated school psychologist shall be notified in writing in the event a student is placed in a time out room for an amount of time in excess of the maximum amount of the specified on his/her behavior intervention plan. Such information shall be considered when determining the effectiveness of the student's behavioral intervention plan and the use of the time out room for the student.
- H. TVHS shall establish and implement procedures to document the use of time out rooms in critical incident reports, including information to monitor the effectiveness of the use of the time out room to modify behaviors. Such information shall include, but is not limited to, the following:
  - 1) a record for each student showing the date and time of each use of the time out room;
  - 2) a detailed account of the antecedent conditions/specific behavior that led to the use of the time out room;
  - 3) the amount of time that the student was in the time out room;
  - 4) the name of each staff member monitoring the student in the time out room; and
  - 5) any other information deemed useful to monitor the effectiveness of the use of the time out room in order to decrease specified behaviors which resulted in the student being placed in the room.
- I. All TVHS facilities shall maintain logs for each time out room that include, but are not limited to, the following information:
  - 1) the name of each student placed in the time out room, showing the date, time of entry, and time of exit from the time out room; and
  - 2) the reason the student was in the time out room; and
  - 3) the name(s) of staff member(s) monitoring the student in the time out room and, where more than one staff member, the time periods each staff member monitored the student; and
  - 4) the name(s) of staff members assessing whether student has safely de-escalated and regained control in order to return to the student's educational program, and the time of each assessment.

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V. Information for Parents/Guardians

TVHS staff shall inform parents/guardians that a time out room may be used prior to the initiation of a behavioral intervention plan that will incorporate the use of a time out room for the student. Parents/guardians shall be given the opportunity to see the physical space that will be used as the time out room and shall be provided with a copy of this policy.

Parents/guardians shall be notified on the same day if their student was placed in a time out room, including but not limited to placement in a time out room as an emergency intervention. When the student's parent or guardian cannot be contacted after multiple attempts are made, the principal shall record and report such attempts to the Committee on Special Education.

The parent/guardian is a member of the Committee on Special Education (CSE) and the use of a time out room must be included on the student's IEP. The parent receives prior notice as to the recommendations on a student's IEP and may request due process in the event the parent does not agree with the CSE recommendations.

Parent/guardian reports of alleged inappropriate interventions used in a time out room should be directed to Deputy Superintendent of TVHS or to the TVHS Director of Special Education.

VI. Designation of a Time Out Room

Time out rooms may be designated by the supervising principal, upon approval by the Director of Special Education, the Deputy Superintendent, and the Director of Health and Safety, and shall meet the following requirements:

1. The time out room shall have no lock, and the door must be able to be opened from the inside of the room.
2. The room must allow staff members to continuously see and hear a student who is in the room.
3. The room shall be of adequate width, length and height to allow the student to move about and recline comfortably.
4. The room's wall and floor coverings should be designed to prevent injury to the student, and there shall be adequate lighting and ventilation.
5. The temperature of the room shall be within the normal comfort range and consistent with the rest of the building.
6. The room shall be clean and free of objects and fixtures that could be potentially dangerous to a student.
7. The room shall meet all local fire and safety codes.

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VII. Staff Training

Staff assigned to a TVHS program which may utilize a time out room shall be provided training at faculty meetings and/or in other venues on the appropriate use of a time out room and the requirements of this policy.

References: Education Law, sections 4401; 4402; 4403; 4410  
8 NYCRR sections 200.1; 200.22; 201.3

ADOPTED:



TECH VALLEY HIGH SCHOOL

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**TECH VALLEY HIGH SCHOOL PROJECT SAVE POLICY  
Codes of Conduct for Students, School District Employees and  
Visitors to TECH VALLEY HIGH SCHOOL**

**Philosophy and Goals**

Tech Valley High School hereby adopt the following philosophy, goals and policies:

- The mission of Tech Valley High is to provide a unique, innovative and student-centered educational opportunity, engage students in current emerging technologies and support the growth and economy of the region.
- Tech Valley High School is a community rooted in Trust, Respect, Responsibility and Stewardship, because we believe these values create a place where all feel they belong, where all are valued for what makes them unique, and where all can shine. As a member of the TVHS community we accept my role in promoting these qualities, as follows:
  - In order to promote Trust, we will honor others' privacy, fulfill my obligations to others in this community, and strive to support their success.
  - In order to promote Respect, we will work hard, and try to be patient, understanding and considerate of myself and others because we understand that nobody is perfect and that mistakes and missteps are part of the learning process.
  - In order to promote Responsibility, we will take an active role in our own learning, and help others do the same; we will hold others accountable for their part, and encourage them to do the same; we will take as much interest in the good of my community as we take in ourselves.
  - In order to promote Stewardship, knowing that we have an obligation to those who will come after me, we will care for our space and our learning tools so that they will know the pride we took in our school, and so they will have the same opportunities that we had.

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## **PREFACE TO DISTRICT BILL OF RIGHTS AND CODE OF CONDUCT**

The majority of TVHS coursework is completed through a collaborative process that teaches students how to lead, manage and support team goals. TVHS students need to be open-minded and ready to work with business leaders, educators and other students in a professional, collaborative learning environment.

It is the philosophy of the staff, faculty and administration of Tech Valley High School (TVHS) that all people be treated with respect. Our students are responsible individuals, each with rights that deserve consideration and deference. Our students also have responsibilities to themselves, each other and to all members of the community.

It is the policy of TVHS to foster civility in its schools and to afford all students an environment free of discrimination and harassment.

The premise of this code of conduct is that only the consideration and protection of the rights of all persons preserve the rights of individuals.

It is the intent of the TVHS Operating Board that this code of conduct establishes minimum standards of behavior for students and all others who occupy, use or visit TVHS.

The Student Bill of Rights and Code of Conduct and the Code of Conduct for TVHS Property are applicable on all TVHS grounds and premises; parking lots; land contained within the real property boundary line of any premises owned or leased by TVHS; in all buildings, structures, vehicles, facilities and work sites owned, operated, leased or otherwise utilized by TVHS; and at any function sponsored by TVHS regardless of its location. School function includes a school-sponsored extracurricular event or activity. The Student Code of Conduct also recognizes that some behaviors which occur outside of TVHS grounds and premises may still have a harmful effect on TVHS students at school and on TVHS programs. Where TVHS is leasing classrooms in a component school district, the policies, rules and regulations adopted by the board of education of that district shall apply to TVHS students, employees and visitors.

All students and employees of TVHS are expected to report violations of these codes of conduct to a teacher, counselor, assistant principal, principal or other school personnel as appropriate. All employees of TVHS are expected to take appropriate action in response to violations they observe or those that are reported to them. Appropriate action may include a direct response or reporting the alleged violation to the school administration. Students and employees must immediately report possession of a weapon, harassment, vandalism, the use or possession of drugs or alcohol or threats of violence on school premises or at a school sponsored event.

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### NEW YORK STATE LAW

#### **New York Codes Rules and Regulations (NYCRR Section 100.2 - Policy on School Conduct and Discipline)**

Provides that Districts must develop and adopt new codes of conduct on or before **July 1, 2001**.

The new codes of conduct shall govern the conduct of students, teachers, other school personnel and visitors to the school. The code must be developed in collaboration with student, teacher, administrator and parent organizations and school safety personnel. The new code is to be approved by the board of education of the school district or BOCES. The code may be adopted only after the conduct of at least one public hearing that provides for participation of school personnel, parents, students and the public.

The required elements of the code include:

- ✓ Description of appropriate and inappropriate dress, language and conduct.
- ✓ Requirement for civil and respectful treatment of teachers, administrators, students and others.
- ✓ The appropriate range of disciplinary measures for violations of the code.
- ✓ The roles of teachers, administrators, school personnel and the board of education.
- ✓ Standards and procedures for ensuring security and safety of students and school personnel.
- ✓ Provisions related to removal of students from the classroom by teachers and from school property and functions for violators of the code.
- ✓ Provisions prescribing a period for which a disruptive pupil may be removed from the classroom for each incident subject to the principal making a final determination or expiration of the period of removal.
- ✓ Disciplinary measures for serious incidents – those involving illegal substances, weapons, and the use of physical force, vandalism, violation of another student's civil rights, harassment and threats of violence.
- ✓ Provision for detention, suspension and removal consistent with state and federal law.
- ✓ Provision for continued educational programming and activities, including "alternative educational programs appropriate to individual student needs" for students removed from the classroom, in detention or on suspension.
- ✓ Procedures for reporting and determining violations, imposing discipline and carrying out such discipline.
- ✓ Provision for ensuring compliance with state and federal laws concerning students with disabilities.
- ✓ Provision for notifying local law enforcement agencies of violations constituting a crime.
- ✓ Provision for notifying persons in parental relation of code violations.
- ✓ Provisions describing the circumstances in which a complaint in criminal court, a juvenile delinquency petition or PINS petition will be filed.
- ✓ Circumstances under which a matter will be referred to human service agencies.



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- ✓ Minimum suspension periods for those who are "repeatedly substantially disruptive of the educational process" or "substantially interfere with teacher's authority over the classroom" or those who have committed acts of violence.
- ✓ A bill of rights and responsibilities of students that focus on positive student behavior; publicized and explained to students annually.
- ✓ Guidelines and programs for in-service training for staff to ensure successful implementation.
- ✓ Provisions prohibiting discrimination and harassment against any student by students or employees; provisions for responding to acts of discrimination or harassment; and guidelines for educational programs for staff to promote a safe and supportive school climate and discouraging discrimination and harassment, in conformance with the Dignity for All Students Act.

Annual review and update of the Code and adoption by Board of Education is required. A copy of the Code and any amendments to it must be filed with the commissioner within 30 days of adoption.

Each Board of Education or BOCES is required to ensure community awareness of its code as follows:

- ✓ Provide copies to all students at a general assembly at the beginning of each school year.
- ✓ Mail a plain language summary of the code to all persons in parental relation at the beginning of the school year.
- ✓ Provide each teacher and staff person with a copy of the code and a copy of any amendments as soon as practicable following enactment.
- ✓ New teachers must be provided with a copy upon employment.
- ✓ Community awareness steps include the making a copy of the code available upon request.
- ✓ Publication of the Code of Conduct on the TVHS website.

When a decision is made to propose suspension of a student, pursuant to the Section 3214 (3), those in parental relation must be notified in writing within 24 hours of the decision. Telephone contact should also occur where possible. The notice shall inform those in parental relation to their right to an immediate informal conference with the principal. This conference must take place prior to the suspension unless "the student's presence in the school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process," in which case the conference will take place as soon after the suspension as possible.

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## **TVHS STUDENT RIGHTS AND RESPONSIBILITIES**

### **Student Bill of Rights**

- Students have the right to pursue their education in an atmosphere that is safe and conducive to learning, and to achieve all that they are capable of achieving.
- Students have the right to pursue a particular course of study, which is developed with the guidance and assistance of their parents and school personnel as best meeting their educational needs and potential.
- Students have the right to be respected as individuals.
- Students have the right to procedural due process guaranteed by the United States Constitution and New York State Education Law prior to disciplinary action being taken against them.
- Students have the right to freedom of speech and expression, which does not interfere with the educational process or infringe upon the rights of others in accordance with the United States Constitution and the laws of the United States and the State of New York.
- Students have the right to freedom from discrimination relative to participation in curriculum offerings and extracurricular activities.
- Students have the right to have rules clearly stated, explained and distributed at the beginning of every school year or at the start of their enrollment in TVHS.
- Students have the right to freedom from unreasonable search and seizure.
- Students with special needs have the right to have their educational needs and their behavior evaluated on the basis of their special needs.

### **Student Responsibilities**

- Students will conduct themselves with respect for themselves, fellow students, teachers and others.
- Students will strive to achieve their potential in all areas.
- Students will follow the directions of the staff, faculty and administration.
- Students will fulfill all classroom and other educational obligations.
- Students will show respect for TVHS property and for the property of others.

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- Students will strive to demonstrate good conduct and positive attitude at all times in all TVHS activities.
- Students are an integral part of the school community and have the responsibility to conduct themselves in a way that fosters a safe school environment for themselves and others, while at school and outside of school. Students are expected to report inappropriate or potentially dangerous behavior to school staff and to cooperate with school staff members.
- In the real world, people dress according to what is appropriate for the activity or job they will be performing. As guests on the SUNY Polytechnic CNSE Campus, students should show an awareness of our role as neighbors and guests by acting and dressing appropriately. Such guidelines take into account the environment and interpersonal exchanges that occur in the workplace. Tech Valley High students should dress in a manner suitable for the activities and needs of the day. To that end, students are expected to be aware of the school calendar and know what clothing appropriately corresponds to the day's activities. The four settings described below provide guidelines for how to dress for the different kinds of activities that will be part of school life. Issues involving attire that rise to violations of the Code of Conduct will be handled as described therein. If attire is inappropriate, the student may be asked to change or issued a shirt or sweatpants to cover, and parents may be contacted.
  - *Regular School Day Attire.* Tech Valley High prides itself on trusting and respecting its students. Students are trusted to ensure that appropriate attire is worn at all times. Generally, attire should not be distracting, offensive or inappropriate. In addition, there are some general guidelines for all students:
    - Clothing that is overly revealing or offensive in its message is inappropriate for the school environment.
    - Pajamas are not appropriate.
    - Hats and hoods are only allowed to be worn in the classroom with the permission of the teacher unless for a medical or religious purpose.
    - Students should refrain from wearing sunglasses inside the building.
    - Students will wear footwear at all times.
    - *Workplace Attire.* Some school days student work will require students to interact with members of the public, workplace professionals, and/or participating community members. This includes days where students present projects, invite guests to speak or work with us, or visit businesses, public buildings or workplace environments. Appropriate attire on these days might be a collared shirt with khakis or more formal attire as needed or a business-style dress or skirt, or dress pants and a blouse. *EYP Fab Lab Attire.* **For health and safety reasons, students must have available every day, a pair of closed-toe shoes** appropriate for work in the Laboratory and/or the EYP Fab Lab on their feet or in their

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locker. If students do not have appropriate shoes for an activity, they may lose credit for that day's activity.

- *Physical Education Attire.* Students must be prepared with proper attire for athletic/ fitness activities. This includes but is not limited to: clean sneakers, t-shirts, dry-fit clothing, sweatpants, and similar type clothing. Inappropriate clothing includes: clothing worn during the school day, open-toed shoes, and sleeveless shirts.
- *Fieldwork.* On certain days students will visits to the outdoors for exploration, data collection or experimentation. Appropriate attire for these days means wearing clothes that students are comfortable getting dirty and that allows students to move around in easily. Sturdy, comfortable shoes are important to wear on these days. Do not wear shorts or sandals on field workdays, as the natural environments students visit require coverage of arms, legs, and feet to the extent possible.
- Students are financially responsible for replacement of texts, tools, or any other TVHS or school district property or equipment provided to them if they become damaged due to their own negligence.

### SCHOOL RESPONSE TO STUDENT BEHAVIOR

TVHS subscribes to the philosophy that student behavior management is best-focused on behavioral change rather than punishment. Punishment merely perpetuates the misbehavior / punishment cycle.

By enhancing anger and frustration which merely precipitates additional misbehavior. Not only does punishment not achieve desired behavioral changes, it can harm a student's self-concept and reduce the student's ability to maintain self-control over the long-term. None of these outcomes are conducive to creating a learning environment.

The best form of behavior management advocates self-discipline. Administrators and teachers will strive to develop a school environment that fosters the development of self-discipline in our students.

Addressing student behavior issues is primarily the responsibility of the classroom teacher. Consistent and fair response to student behavior issues is critical to maintaining an appropriate learning environment. Teachers must routinely document their efforts to address student behavior issues. When a teacher has exhausted all reasonable efforts to address a particular student behavior without desired results, s/he should refer the student to the appropriate building administrator.

The challenge of addressing student behavior issues in a learning environment is to develop a school response that: encourages and allows students to accept responsibility for their actions;

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places importance on the value of maintaining academic participation and achievement; builds positive self-image and teaches appropriate methods of dealing with problems. Students need to know that the school response to inappropriate behavior will be fair and consistent and that the school will hold them accountable for such behavior.

**ADDRESSING STUDENT BEHAVIOR ISSUES**

Any student who violates the student code of conduct shall be subject to immediate and appropriate school response which may include one or more of the following: positive behavior incentives, warning, reprimand, parental notification, counseling (not psychiatric counseling), loss of privileges, compulsory restitution, temporary removal from class, suspension or exclusion and/or police involvement in accordance with provisions and proceedings of the Education Law and/or the Student Guidelines for adult students where applicable. School responses will be coordinated with the student's home school district.

Some school buildings have surveillance cameras in hallways and common areas. The school administration may view videos while investigating a suspected violation of this Policy.

A student will not be subject to lower grades as a result of inappropriate behavior unless such behavior is related to his or her academic performance, such as cheating on an exam, failing to turn in homework or assigned papers or being illegally absent.

Out of school suspension is to be used judiciously and only when other responses would be ineffective in addressing student behavior. The provisions of Section 3214 of the Education Law shall be followed when suspension occurs.

Students returning to school after suspensions may have re-entry meetings and/or re-entry plans that may address expectations for behaviors and/or identify safety measures, where appropriate.

Law enforcement authorities will be informed about any activity constituting a crime, including:

- Persons participating in unlawful activities in or on any TVHS building, facility, vehicle, property, premises, or online.
- Persons threatening, planning or attempting to damage or destroy or damaging or destroying TVHS property.
- Persons selling, offering for sale, purchasing, possessing, or using drugs, alcohol or illegal substances in or on any TVHS building, facility, vehicle, property, premises, or online.
- Persons or situations posing a significant threat to the health, safety or welfare of the occupants of TVHS buildings, facilities, vehicles, property or premises.

**Restorative Practices**



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Restorative Practices may be utilized by TVHS academy based settings. Restorative practices invite everyone impacted by a conflict to develop a shared understanding of both the root causes and the effects. Restorative practices seek to address the needs of those who have been harmed, while encouraging those who have caused harm to take responsibility. Restorative practices emphasize the capacity of all people for healing, growth, and transformation and in this way it encourages accountability, self-determination, healing, and interconnection.

**Progressive Response to Behavior Issues**

The code of conduct is designed to provide for a progressive school response to student behavior issues. The code of conduct recognizes that certain inappropriate behavior is more serious and presents a greater disruption to the educational process. The code describes inappropriate behaviors in three categories and offers a range of school responses for implementation by teachers and / or administrators for each category. This will encourage and facilitate the application of the code to inappropriate student behavior by teachers and administrators in proportion to the severity of the behavior. Generally, the categories are as follows:

- Category I prohibits certain student behaviors. Teachers are primarily responsible for addressing these behaviors with their students. Teachers are responsible for documenting an incident and the school response, which must be consistent with the range of responses authorized in the code of conduct for this category. Documentation about such incidents should be sent to the building administration office to keep the building administration informed. Forms are available in the principal administrator's office.
- Category II prohibits certain other student behaviors and addresses situations of repeated Category I behavior. Teachers are primarily responsible for initiating response to such behaviors but will introduce the guidance counselor, parents and guardians and appropriate building administrators into the response.
- Category III prohibits certain serious or threatening behaviors and situations where a student persists in exhibiting certain Category I and II behaviors. It also includes students who are "repeatedly substantially disruptive of the educational process," those who "substantially interfere with a teacher's authority over the classroom" or those who have committed acts of violence. Students engaging in Category III behaviors are immediately referred to building administrators who will confer with parents / guardians, teachers and the student and implement an appropriate Category III school response. Students who are "repeatedly substantially disruptive of the educational process," those who "substantially interfere with a teacher's authority over the classroom" and those who have committed acts of violence are subject to minimum periods of out of school suspension.

**Corporal Punishment and Physical Restraint**

**TVHS does not permit the use of corporal punishment under any circumstances.**

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Corporal punishment is any act of physical force against a student for the purpose of punishing that student.

Corporal punishment is distinguished from the act of exercising reasonable physical force to protect oneself from imminent injury, to protect another from imminent physical injury, to protect the property of TVHS or of others from destruction,, or to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of school functions and the educational process, if a student has refused to comply with a request to refrain from further disruptive acts.

Some TVHS educational programs employ therapeutic programs with protocols for de-escalation and physical restraints. For students in such programs, physical intervention, including restraint, are intended to contain or control student behavior and are used only as a safety response to behavior likely to result in physical injury to self or others. Physical interventions are authorized when and to the extent allowed by the applicable therapeutic program and the student's behavior intervention plan, if any.

### **Reporting Requirements**

By July 15 and January 15 of each year, the District Superintendent is required to file a report with the Commissioner of Education detailing each complaint about the use of corporal punishment, the results of the investigation of that complaint and the action, if any, taken in that particular case. Each building principal shall maintain records related to such complaints and shall forward copies to the District Superintendent immediately upon receipt. 8 NYCRR Sections 19.5 and 100.2 (1).

### **Harassment, Bullying and Discrimination Prohibited**

The New York State Dignity for All Students Act finds that students' ability to learn and to meet high academic standards, and a school's ability to educate its students are compromised by incidents of harassment, bullying and/or discrimination which includes cyberbullying, taunting or intimidation. Discrimination or harassment can take many forms and may be called labels which tend to minimize the impact these behaviors have on students (for example, "hazing," "name-calling"). In fact, harassment and bullying may severely impact the targeted student, including:

- Lowered academic achievement and aspirations
- Increased anxiety
- Loss of self-esteem and confidence
- Depression and post-traumatic stress
- General deterioration in physical health
- Self-harm and suicidal thinking
- Feelings of alienation in the school environment
- Absenteeism from school

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Harassment, bullying or discrimination may be, but isn't limited to, being based on the targeted student's:

- Actual or perceived race
- Color
- Weight
- National origin
- Ethnic group
- Religion
- Religious practice
- Disability (physical, mental, 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 having a record of such condition; or a condition regarded by others as an impairment)
- Sexual orientation (actual or perceived heterosexuality, homosexuality or bisexuality)
- Gender or sex
- Gender or sexual identity
- Associations or friendships
- Socio-economic status

It is the goal of TVHS to create school environments which recognize and promote tolerance, respect for others, and awareness and sensitivity of harassment, bullying or discrimination, and promotes civility among people of all kinds.

Harassment, Bullying and/or Discrimination is Prohibited

Harassment, bullying and/or discrimination of any student by another student or employees is prohibited. Harassment, bullying and/or discrimination creates a hostile environment by conduct or by threats, intimidation or abuse - including cyberbullying - that either:

- (1) 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, including conduct, threats, intimidation or abuse that reasonably causes or would reasonably be expected to cause emotional harm. Emotional harm in this context means creation of hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with a student's education; or
- (2) Reasonably causes or would reasonably be expected to cause physical injury to a student or to cause a student to fear for his or her physical safety.

Threats, intimidation or abuse includes verbal and non-verbal actions...

Harassment, bullying and/or discrimination includes conduct that occurs:



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- (1) On school property;
- (2) At a school function;
- (3) Off school property where such acts create 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.

Responding to Harassment, Bullying and Discrimination

All TVHS staff members who have reasonable cause to suspect that a student has been subjected to harassment, bullying and/ or discrimination by an employee or student on school grounds, at a school function, or off school property where there is foreseeable risk of disruption within school, shall promptly report such matter to the school principal or another TVHS administrator. Any such reported matter will be investigated promptly in accordance with TVHS policies.

Nothing in this Code of Conduct shall be construed to prohibit denial of admission into or exclusion from a course of instruction based on a person's gender that would be permissible under Education Law section 3201-a or section 2854(2) (a) and Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681, *et seq.*) or to prohibit, as discrimination based upon disability, actions that would be permissible under section 504 of the Rehabilitation Act of 1973.

Acts of harassment, bullying, and/or discrimination against students by students will be addressed in accordance with the progressive discipline policies set forth in this Code of Conduct and the Responses to Student Behaviors, set forth below. Responses will consider the age of the students; the nature and severity of the behavior(s); the developmental age of the student; previous disciplinary record of the student; and the impact of the actions on the targeted student. Responses shall be reasonably calculated to end the harassment, bullying and/or discrimination; prevent recurrence; and eliminate the hostile environment. Measures to correct the behavior may include: behavioral assessment or evaluation; establishment of behavioral management plans, where appropriate; student counseling; parent conferences; relevant learning; peer support groups; other supportive interventions.

Acts of harassment, bullying, and/or discrimination against students by a school employee will be addressed in accordance with TVHS employment policies and applicable law.

Retaliation against any individual who, in good faith, reports or assists the investigation of harassment, bullying and/or discrimination is prohibited.

Underlying this Code of Conduct is the philosophy that all members of the TVHS school community be provided a safe haven for learning and growing, a secure, orderly and nurturing environment in which to achieve their full potential. Instances of harassment or discrimination additionally may call for building-wide remediation and education.

Training for Staff Members and Dignity Act Coordinators

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TVHS shall provide training for staff members to ensure effective implementation of school policy on promoting a safe and supportive school climate while discouraging harassment, bullying and/or discrimination of students by other students or staff members. Training may take place at faculty meetings, staff meetings, at the annual orientation day, during professional development days, on-line, among other venues and/or modalities.

Dignity Act coordinators shall be designated annually for each TVHS building or, when applicable, educational program. Coordinators shall be trained to appropriately consult staff and students and to provide an initial response to reports of harassment or discrimination. Training may take place at faculty meetings, staff meetings, at the annual orientation day, during professional development days, on-line, among other venues and/or modalities.

### Reporting

Students are expected to report incidents of discrimination, harassment and bullying to a teacher, principal, or another staff member.

All TVHS staff members are required to report incidents of discrimination, harassment and bullying - whether directly observed or reported to them by others - to the principal, who also acts as the Dignity Act coordinator for the building. All reports of discrimination, harassment and bullying shall be investigated by the principal, who shall seek assistance from the Director of Human Resources or the School Attorney as appropriate.

Material incidents of harassment or discrimination on school grounds or at school functions shall be reported to the NYS Department of Education as required by the Commissioner of Education.

### **Search and Seizure**

Students may be assigned lockers or other areas in which to maintain their personal belongings. These areas are school properties and may be searched at any time.

School officials may search a student's personal property (including, but not limited to backpacks, jackets, pockets) only when there is reasonable suspicion to conduct the search. This standard is a lower standard than that required of law enforcement.

The reasonable suspicion standard requires that the search is justified at its inception and that the scope of the search, as actually conducted, is reasonably related to the circumstances that justified the search. A search is justified at its inception if the school officials have reasonable grounds to suspect that the search would produce evidence that the student had violated or was violating law or the Code of Conduct or other school rules. The scope of the search must be related to the objectives of the search and not excessively intrusive.

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**Student Right to Procedural Due Process, Generally**

Students will be afforded procedural due process in all instances where student behavior in violation of this code of conduct may result in the imposition of a school response.

Generally, such due process shall include the following:

- a. The student must be given notice verbally or in writing of the specific behavior in question and how it violates this code of conduct.
- b. The student must be given the opportunity to appear informally before the person authorized to impose a school response to the alleged behavior in order to discuss the allegation. The student must be given an opportunity to address the allegation.
- c. After consideration of all the facts, the person authorized to impose a school response to the alleged behavior shall determine whether a school response is in order. If so, the response shall be consistent with the range of responses prescribed for the inappropriate behavior in the code of conduct. In determining the school response, the following factors shall be taken into consideration: any mitigating or aggravating circumstances surrounding the behavior; the student's prior record of conduct; the student's age; the student's intent; and other information deemed pertinent.

**Student Right to Procedural Due Process, Removal from the Classroom**

A teacher may remove a student from the classroom for disciplinary and non-disciplinary reasons. Non-disciplinary removal would include a visit to the principal's office, guidance or counselor's office to discuss inappropriate behavior or a "time-out" in the hallway to enable a student to regain control or composure.

Disciplinary removal will constitute removal by a teacher from the classroom of a disruptive student as a response to a violation of the student code of conduct. A student removed from a classroom for disciplinary reasons shall be placed in an alternative classroom where educational programming shall be provided. A teacher may remove a disruptive student from his / her classroom for the remainder of the class period and up to one additional day. In the event a teacher wishes to remove a student from the classroom the student shall be afforded procedural due process as follows:

1. The teacher must inform the student that s/he is going to be removed from the classroom.
2. The teacher must specifically explain to the student why s/he is to be removed.
3. The teacher must give the student an opportunity to explain or respond.
4. The teacher may then decide to remove the student from the classroom.

A teacher may remove a student who poses a danger or ongoing threat of disruption from his / her classroom immediately. In the event of such removal, the following procedures must be

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followed within 24 hours of the removal:

1. The teacher must explain to the student why s/he was removed from the classroom.
2. The teacher must give the student the opportunity to provide an explanation of the incident(s) that led to the removal.

When a teacher removes a student from the classroom, the teacher must immediately notify the principal administrator of the school. The student must be sent to the principal's office or an alternative work location designated for the purpose of receiving students who have been removed from class.

As soon as possible and no later than 24 hours after the removal, the principal must provide telephonic and written notification to the student's home school district and the student's parents or guardian of the removal and the circumstances that led to the removal. The notice must inform the parents of their right to request an informal meeting with the principal to discuss the reasons for the removal. Written notice must be by personal delivery, express mail or some other means to reasonably ensure parental notification within 24 hours. If requested by the parents, the informal meeting must be held within 48 hours of the removal. If the parents agree, the meeting may be held at another mutually convenient time. The principal may require the teacher who removed the student from the classroom to be present at the informal conference with the parents.

A principal or designee may overturn a teacher's removal of a student from the classroom upon a finding that:

1. The charges against the student are not supported by substantial evidence;
2. The removal is in violation of the law or TVHS's policies, regulations or procedures; or
3. The conduct warrants suspension from school pursuant to a superintendent's hearing (Education Law Section 3214) and such suspension will be pursued.

Such determination may be made at any time from the principal's receipt of the student removal form to the close of the business day following the 48-hour period for the informal conference.

A disruptive student removed from the classroom by a teacher shall be provided continued educational programming and activities until allowed back into the classroom.

TVHS shall prescribe forms upon which each teacher shall maintain a record of all cases of removal of a student from their classroom and upon which each principal shall maintain a record of each removal of a student from a classroom in the school for which s/he is responsible.

No teacher may remove a student with a disability from a classroom without first consulting with the principal or the chair of the committee on special education to ensure that such removal will not constitute a change in placement.



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**Student Right to Procedural Due Process, Suspension from School**

A home school superintendent or a home school principal may suspend a student from school for a period not to exceed five days. In the event of suspension of a student for a period not to exceed five days, the student shall be afforded procedural due process follows:

1. The student must be verbally notified.
2. If the student denies the allegations, s/he must be provided with an explanation of the rationale for the suspension.
3. As soon as possible and within 24 hours of the decision to propose suspension, the TVHS principal administrator must provide telephonic and written notification to the student's home school district and parents or guardian of the proposed suspension and the circumstances that led to the decision. The notice must include the specific charges against the student and a description of the incident that led to the charges. It shall also provide notification of the parent's / guardian's right to request an informal meeting with the principal / superintendent to discuss the reasons for the suspension. Written notice must be by personal delivery, express mail or some other means to reasonably ensure parental notification within 24 hours.
4. If requested by the parents, the informal meeting must be held within 48 hours of the removal. If the parents agree, the meeting may be held at another mutually convenient time. The principal / superintendent may require the teacher who removed the student from the classroom to be present at the informal conference with the parents. The parents shall have the opportunity to ask questions of complaining witnesses at such informal conference subject to procedures established by the principal / superintendent.
5. The student shall not be suspended until after the informal conference unless the student poses a continuing danger to persons or property or an ongoing threat of disruption to the educational process. In such case, the notice and the informal conference shall take place as soon as is reasonably possible after the suspension is imposed.
6. After the conference, the parents will be provided with a written decision on the matter.
7. The parents may appeal such decision to the superintendent of schools within 5 business days.
8. The superintendent shall hear such appeal and issue a written decision regarding the matter.
9. If the parents are not satisfied with the decision of the superintendent, they may file an appeal with the board of education within 5 days of receipt of the superintendent's decision. Only upon a final decision of the board of education may the parents appeal

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a decision to the Commissioner of Education.

In the event the school response to student behavior may result in suspension of the student for a period in excess of 5 school days, the student and his or her parents must be given an opportunity for a hearing on reasonable notice. The notice shall advise the student of the behavior that gives rise to the proceeding. Parents may attend the hearing and the student has a right to be represented by an attorney, to testify on his or her own behalf, to present witnesses and evidence and to cross-examine witnesses against the student.

Notice of such charges and hearing shall be provided to the parents / guardians of the student by hand or by express mail or other means reasonably calculated to assure the parent receives the notice.

The Superintendent of Schools may preside at the hearing or designate a hearing officer who will render a recommendation to the Superintendent, which s/he is free to accept or reject in whole or in part. The decision of the Superintendent in such matters may be appealed to the Board of Education within 5 days in accordance with the rules and procedures established by the Board. The Board may accept or reject the superintendent's decision in whole or in part. Only upon a final decision of the board of education may the parents appeal a decision to the Commissioner of Education.

#### **Student Right to Procedural Due Process, Students with Disabilities**

##### **General Principles and Definitions**

A disciplinary change in placement shall mean a suspension or removal from a student's current educational placement that is either:

for more than 10 consecutive school days; or

for a period of 10 consecutive school days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because: (1) they cumulate to more than 10 school days in a school year; and (2) the length of each suspension or removal, the total amount of time the student is removed and the proximity of the suspensions or removals to one another, as well as other factors, create a pattern.

Placement in an interim alternative educational setting shall mean a temporary educational placement for a period of up to forty-five school days that is different from the student's current placement at the time the behavior occurred. An interim alternative educational setting shall enable the student to continue to progress in the general curriculum and to continue to receive those special education services and modifications, including those described in the student's current IEP that will enable the student to meet the goals set out in his or her IEP. At the same time, the interim alternative educational setting shall include services and modifications to address the behavior that precipitated such placement, which are designed to prevent the behavior from recurring.

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The duration of any suspension or removal will not exceed the amount of time that a non-disabled student would be suspended or removed for the same behavior.

Removal shall mean a removal from the student's current educational placement for disciplinary reasons other than a suspension, a removal to an interim alternative educational setting, or a change in placement due to a drugs or weapons violation or expedited proceeding because of dangerous situation.

For purposes of this section of the policy, rules and procedures, "student" refers to a student with a disability, unless otherwise noted.

When required by law and the terms of this policy, manifestation team determinations shall be conducted to review the relationship between the student's disability and the behavior subject to disciplinary action to determine if the behavior at issue is a manifestation of the disability. Manifestation determinations shall be conducted according Federal and State laws and regulations. Where it is determined that the behavior is a manifestation of the disability, a disciplinary change in placement shall not be imposed, unless there is an appropriate placement in an interim alternative educational setting.

**Suspension or Removal for 5 Days or Less, Students with Disabilities**

Authority to Suspend or Remove. Each building principal has the authority to order a student to be placed into an appropriate interim alternative educational setting or another setting or to be suspended for a period not to exceed 5 consecutive school days.

Procedures for Suspensions (5 days or less). Where a principal has imposed a suspension, the student's parents shall have the opportunity for an informal conference with the principal. At such conference, the parents may ask questions of complaining witnesses, and the principal will follow the Board's policy and procedures for suspending non-disabled students for 5 days or less.

Procedures for Removals. A student may be removed for 5 days or less and such removal shall be conducted in accordance with the due process procedures applicable to such removals of non-disabled students.

**Suspensions or Removals for More than 5 Days, Students with Disabilities**

Authority to Impose Suspension or Removal (more than 5 days). A superintendent of schools, either directly or upon the recommendation of a hearing officer designated to conduct a §3214 hearing, may order the placement of a student with a disability into an interim alternative educational setting, another setting, or suspension for up to 10 consecutive school days without a manifestation determination conducted by the CSE. Any suspension for more than 5 consecutive school days will not be imposed unless a §3214 hearing has been conducted.

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Additional Suspensions or Removals. The superintendent may order additional suspensions or removals of not more than 10 consecutive school days in the same school year for separate incidents of misconduct, so long as a disciplinary change in placement does not result.

Procedures for §3214 Hearings (suspensions of more than 5 days). For suspensions of more than 5 consecutive school days, a §3214 hearing will be conducted. Similar to §3214 hearings for non-disabled students, this hearing shall be bifurcated and conducted by the superintendent or a designated hearing officer, and the same notification procedures for parents shall apply.

In addition, the following procedures will be followed:

- As soon as notice is given to the student's parents, the CSE will be requested to compose the manifestation team which will make a manifestation determination. This request will be withdrawn if the student is found to be not guilty or if a suspension of more than 10 days is not considered.
- If the student is found guilty, the superintendent/hearing officer will determine if a suspension or removal in excess of 10 consecutive school days (i.e., a disciplinary change in placement) should be considered.
  - a. If the superintendent/hearing officer determines that a suspension or removal in excess of 10 days should be considered, the §3214 hearing will be adjourned until the manifestation determination is completed by the manifestation team.
    - i. If the CSE determines that the student's behavior was not a manifestation of his or her disability, such student may be disciplined in the same manner as a non-disabled student.
    - ii. If the CSE determines that the student's behavior was a manifestation of his or her disability, the superintendent/hearing officer shall dismiss the §3214 hearing (except where the superintendent/hearing officer determines that the student should be placed in an interim alternative educational setting).
  - b. If it is determined that a suspension or removal in excess of 10 days should not be considered, the hearing shall proceed to the penalty phase, and referral to the CSE for a manifestation determination will be withdrawn.
- The penalty phase of the hearing will follow the procedures for §3214 hearings for non-disabled students, including the admission of anecdotal evidence of past instances of misconduct.

**Placement of Students with Disabilities in Interim Alternative Education Setting for Not More Than 45 School Days.**



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**Weapons or Illegal Drugs/Controlled Substances.** A superintendent may order the change in placement of a student with a disability to an appropriate interim alternative educational setting for up to 45 days, but not to exceed the period of suspension ordered pursuant to a §3214 hearing, where the student (1) has inflicted serious bodily injury, as defined in section 201.2(m) of this Part, upon another person while at school, on school premises or at a school function under the jurisdiction of TVHS; (2) carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of the TVHS; or (3) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises or at a school function under the jurisdiction of TVHS.

Upon a determination that a student is guilty of the alleged misconduct at the §3214 hearing, the superintendent or hearing officer may order a change in placement to an interim alternative educational setting for up to 45 school days. Such placement must be determined by the CSE and cannot exceed the length of time that a non-disabled student would be suspended for the same misconduct under the school district's student discipline policy. The superintendent may order such change in placement, even where the CSE determines that the student's behavior is a manifestation of the student's disability.

**Dangerous Conduct** An impartial hearing officer in an expedited due process hearing may order a change in placement to an appropriate interim alternative educational setting for not more than 45 school days, if the hearing officer: (1) determines that TVHS has demonstrated by substantial evidence that the student's current placement is substantially likely to result in injury to the student or to others; (2) considers the appropriateness of the student's current placement; (3) considers whether TVHS has made reasonable efforts to minimize the risk of harm in the student's current placement, including the use of supplementary aids and services; and (4) determines that the proposed interim alternative educational setting meets requirements of 8 NYCRR 201.2(k). The impartial hearing officer may order such change in placement, even where the CSE determines that the student's behavior is a manifestation of the student's disability.

**Expedited Due Process Hearings, Students with Disabilities**

Expedited due process hearings shall be conducted by an impartial hearing officer under the following circumstances: (1) TVHS requests one in order to place the student in an interim alternative educational setting because TVHS feels that it is dangerous to keep the student in his or her current educational setting in general or during the pendency of a §3214 hearing; (2) the parent requests one to appeal a determination that the student's behavior was not a manifestation of his or her disability; or (3) the parent requests one due to any decision related to the student's placement.

Such expedited due process hearings shall follow the procedures required by law.

**CSE Functional Behavioral Assessments and Behavioral Intervention Plans**

No later than 10 business days after first suspending or removing a student with a disability for more than 10 school days in a school year or imposing a suspension or removal that constitutes

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a disciplinary change in placement, including a change in placement to an interim alternative educational setting, the CSE shall meet to review, develop and/or implement a functional behavioral assessment and behavioral intervention plan in order to address the behavior that the student is being disciplined for.

**Provision of Services during Suspensions, Students with Disabilities**

Initial suspension or removal for up to 10 days: If a suspension or removal for up to 10 school days does not constitute a disciplinary change in placement, the following will occur:

- Students of compulsory attendance age will be provided with alternative instruction on the same basis as non-disabled students.
- Students not of compulsory attendance age will be entitled to receive alternative instruction during such suspension or removal only to the extent that alternative instruction is provided to non-disabled students of the same age who have been similarly suspended or removed.

Subsequent suspensions or removals for up to 10 days: If subsequent suspensions or removals for periods of 10 consecutive school days or less, which in aggregate total more than 10 school days in a school year (but do not constitute a disciplinary change in placement), the following will occur:

- Students will be provided with alternative instruction and special education services necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP; and
- The building principal or superintendent shall determine, in consultation with the student's special education teacher, the extent to which services are necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP.

Disciplinary Change in Placement: During any period of suspension for more than 10 consecutive school days, and/or during any other disciplinary change in placement, the following will occur:

- The student will be provided with alternative instruction and special education services necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP; and
- The CSE shall determine the extent to which services are necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP.

Placement in interim alternative educational setting: If the student has been placed in an interim alternative educational setting for up to 45 school days because he or she has engaged in

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conduct that involves a weapon or illegal drugs/controlled substances, the CSE will determine the services to be provided.

If the student has been placed in an interim alternative educational setting for up to 45 school days because an impartial hearing officer has determined in an expedited due process hearing that the student presents a threat of dangerous conduct, the impartial hearing officer will determine the services to be provided after reviewing a proposed setting determined by school personnel and the student's special education teacher. Such setting will:

- Enable the student to continue to progress in the general curriculum, although in another setting, and to continue to receive those modifications, including those described in the student's current IEP, that will enable the child to meet the goals set out in that IEP; and
- Include services and modifications to address the behavior that is subject to disciplinary action, which are designed to prevent the behavior from recurring.

**STUDENT CODE OF CONDUCT**

**CATEGORY I**

**STUDENT BEHAVIOR**

Category I behavior is activity on the part of the student, which impedes orderly classroom procedures or interferes with the orderly operation of the school and shall include the following:

- Behavior which interferes with the educational program and normal operation of the school community.
- Inappropriate language, gestures or symbols (obscene, profane, vulgar, abusive).
- Violation of the dress code.
- Tardiness to school or class.
- Leaving class without permission.
- Excessive or offensive public displays of affection.
- Inappropriate use of the school computer network or failure to follow the Acceptable Use Policy.
- Insubordination or disrespect, including the failure to follow the reasonable and lawful directions of school personnel.
- Taking OTC or prescribed medications without appropriate medical authorization.
- Behavior which interferes with a student's educational program and/or therapeutic well-being through the inappropriate or excessive ingestion of "energy" drinks, "power" drinks, or muscle-enhancing drinks.
- Use of radios, headphones, multi-media devices (e.g. videos, audio recorders,

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telecommunication devices, iPods, MP3 players, handheld games, PSPs) beeper, cell phone or other disruptive device or equipment unless used for instructional and educational purposes under the direction of a teacher or other employee of TVHS or a school district or unless used at a time and place designated by the building administrator for allowed use of such devices or equipment.

**SCHOOL RESPONSE**

Category One behavior will usually be addressed by an individual staff member but may, at times, require the intervention of other school support personnel.

There will be immediate intervention by the staff member who is supervising the student or who observes the behavior.

Repeated behavior requires a parent / teacher conference; conference with the counselor and or administrators.

The staff member will maintain a proper and accurate written record of student actions and school response.

The range of possible school responses includes:

- A warning.
- Staff will discuss behavior with student.
- Written behavioral agreement.
- Parent / guardian contact.
- Verbal or written referral to principal, counselor or social worker.
- Removal from classroom for the remainder of the class period, to another location with continued educational programming and activities when practicable. Prior to the student's return to the classroom the principal, in consultation with the teacher, shall determine whether the parent shall be contacted and what additional steps should be taken to successfully re-integrate the student into the classroom.
- Verbal reprimand.
- Reduction in classroom privileges.
- Restorative Practices, where appropriate.



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**CATEGORY II**

**STUDENT BEHAVIOR**

Behavior, overt or otherwise, whose frequency or seriousness tends to disrupt the learning climate of the school shall include:

- Repeated incidents of Category I prohibited behavior.
- Abusive or hateful language, gestures or symbols involving the use of slurs regarding ethnicity, disability, religion, race, sexual orientation or physical condition of another.
- Any form of sexual harassment.
- Leaving school and/or school grounds without permission.
- Use or possession of obscene or offensive materials.
- The possession, smoking or other use of any tobacco or nicotine product (including but not limited to cigarettes, cigars, electronic cigarettes, E-cigarettes, vaporizers, chewing tobacco) at any time of day on school property including all school grounds, facilities, vehicles or property or at any school sponsored activity.
- Possession or use of matches, lighters or any incendiary device.
- Inappropriate use of the school computer network or failure to follow the Acceptable Use Policy resulting in more serious harm to students, TVHS resources, or the TVHS Network.
- Unauthorized driving or riding to or from school premises, facilities or property.
- Violation of school parking or driving regulations.
- Unauthorized retail activities or bartering.
- Possession, use or flying of any drone or radio-controlled device on or over school grounds except as may be authorized in advance by the principal.
- Possession of a knife or blade that is other than a dangerous weapon (see Category III, below).

**SCHOOL RESPONSE**

The school response to Category II prohibited behavior shall include one or more of the following:

A teacher may initiate a meeting with the student and his / her guidance counselor to discuss the situation. Teachers must notify the building administrator and the student's parent / guardian.

The building administrator may initiate an investigation of the allegation and confer with staff on the appropriate school response, which shall be based upon, among other relevant factors, a threat assessment (see the BOCESWide School Safety Plan, Policy 7-100).

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The building administrator may meet with the student and confer with his / her parent / guardian about the student's conduct and resulting school response.

The building administrator will maintain a proper and accurate written record of student behaviors and school response.

The range of possible school responses includes:

- Written behavioral agreement.
- Parent conference.
- Written referral to guidance counselor and/or school social worker and/or school psychologist.
- Reduction of privileges
- Referral to administration.
- Home school contact.
- Restorative practices, where appropriate.
- In school suspension.
- Out of school suspension.
- Removal from work-based learning internship site
- A teacher may remove a "disruptive student" from the classroom, for a period not to exceed one day, to another location with continued educational programming and activities when practicable. Prior to the student's return to the classroom the principal, in consultation with the teacher, shall determine whether the parent shall be contacted, whether suspension is warranted, and what additional steps should be taken to successfully re-integrate the student into the classroom.
- In any instance where a knife, blade, matches, lighter, incendiary device or other prohibited item is obtained from a student, the administrator shall either turn the object over to law enforcement, if called, or maintain the object in the office until the parent or guardian takes possession of it.

### CATEGORY III

#### STUDENT BEHAVIOR

Category III behavior is demonstrated when a student shows no sign of modifying prohibited behavior after having been requested to do so by school personnel. Such behavior also includes that which constitutes academic dishonesty and misconduct or poses a direct threat to the emotional and physical well being of others, or is in violation of the law. Category III prohibited behavior includes:

- Chronic incidents of Category I behavior and repeated or chronic incidents of category II behavior.
- Exposure of the private parts of the human body.
- Illegal gambling in or on school premises or property.

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- Selling, using, possessing, or sharing obscene materials.
- Making false or misleading statements about another individual or group of individuals.
- Discrimination or harassment based upon race, sex, religion, national origin, disability, sexual orientation or physical condition.
- Hazing, including intentional or reckless acts directed against another for the purpose of obtaining or maintaining membership on a team or in a club, activity or organization sponsored by TVHS.
- Lying to school personnel during an inquiry or investigation.
- Forgery.
- Academic dishonesty and misconduct, including plagiarism, cheating and alteration of academic records.
- Use or attempted use of physical force on another person.
- Stealing, larceny or petty theft.
- Trespassing (entering or remaining on school property without authorization, license or invitation).
- Possession and/or transfer of firearms or dangerous weapons in or on school premises, facilities, vehicles or property. Dangerous weapons include any rifle, shotgun, pistol, revolver, other firearm, dangerous chemicals, explosives, any object capable of firing a projectile, the frame or receiver of any weapon, firearm muffler or silencer, any explosive device, blade in excess of 2 and ½ inches, or any other instrument capable of inflicting bodily harm.
- Possession of what appears to be a weapon.
- Speeding or reckless driving on school premises or property.
- Vandalism or destruction of private or public property.
- Sale, attempted sale, or gift of legal prescription medications to another.
- Use (including but not limited to inhalation, smoking, ingesting, “vaping”), possession, sale, attempted sale or attending school under the influence of illegal drugs, alcohol, any synthetic cannabinoid, any unauthorized controlled substances, or any other substance used to intoxicate.
- 
- Possession, sale or attempted sale of substances represented to be illegal drugs, alcohol or other controlled substances.
- Possession of pipes or paraphernalia associated with controlled substances. Assault or battery.
- Violent behavior of any kind or the threat of such behavior.
- Harassment, intimidation, bullying in any form, threats or threatening language.
- Cyber bullying of another student or staff member, including but not limited to threats, regardless of the location or site where communication is initiated.
- “Sexting” or any lewd or obscene electronic transmission, whether initiated or received at a TVHS facility or elsewhere.
- Electronic transmission to another student or staff member of violent images, whether initiated or received at a TVHS facility or elsewhere.
- Threats or perceived threats of harm to the school or students including but not

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limited to verbal threats, written threats, electronically transmitted threats (including but not limited to depictions of weapons) whether initiated or received at a TVHS facility or elsewhere..

- Any intentional and unauthorized physical or electronic contact with another to intimidate or cause physical or emotional harm.
- Creating false emergency alarms.
- Failing to comply with emergency directions or procedures.
- Endangering the health, safety or welfare of another.
- Use of social media applications in a disruptive manner (for example, yikyak; whisper; kick).
- Failing to comply with behavior requirements of the student's work-based learning internship site.

Category III behavior also includes students who are "repeatedly substantially disruptive of the educational process," those who "substantially interfere with a teacher's authority over the classroom," those who substantially interfere with staff authority or those who have committed acts of violence.

#### **SCHOOL RESPONSE**

The school response to Category III prohibited behavior shall include one or more of the following:

The building administrator will investigate the allegations and consult with staff as to the appropriate consequences if the allegations are supported by substantial and credible evidence. The school response shall be based upon, among other relevant factors, a threat assessment (see the BOCES-Wide School Safety Plan, Policy 7-100).

The building administrator will meet with the student and confer with the parent / guardian about the student's conduct and the resulting school response.

The building administrator will maintain a proper and accurate written record of student behavior and school response.

Unless otherwise provided by law, the range of possible school responses may include:

- |  |   |
|--|---|
| ▪ In-school suspension.                  | ▪ Conference with staff member.             |
| ▪ Out of school suspension.              | ▪ Superintendent's hearing.                 |
| ▪ Conference with home school principal. | ▪ Parent conference.                        |
| ▪ Mediation.                             | ▪ Restorative practices, where appropriate. |
| ▪ Restitution.                           | ▪ Police notification.                      |
| ▪ Loss of privileges.                    | ▪ Criminal charges.                         |



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- Confiscation of contraband.
  - Removal from work-based learning internship site.
  - Recommend Persons in Need of Supervision (PINS) Diversion.
  - A teacher may remove a “disruptive student” from the classroom for a period not to exceed one day to another location with continued educational programming and activities when practicable. Prior to the student’s return to the classroom the principal, in consultation with the teacher, shall determine whether the parent shall be contacted, whether suspension is warranted, and what additional steps should be taken to successfully re-integrate the student into the classroom.
  - In any instance where a firearm, dangerous weapon, or any prohibited object is obtained from a student, the administrator shall either turn such object over to law enforcement, if called, or maintain the object in the office until the parent or guardian takes possession of it.
  - Expulsion.
- Minimum Periods of Out of School Suspension: Act(s) of violence – minimum 5 days out of school suspension
  - Weapons on school property - minimum one-year out of school suspension (subject to superintendents hearing and determination by home school district).
  - Development of a written school safety plan, when appropriate, describing student’s expectations upon return from out of school suspension.

Additionally, unless otherwise provided by law, the school response may include:  
ofSupervision (PINS) Diversion.

- Recommend Persons in Need

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### **CODE OF CONDUCT FOR PERSONS ON TVHS PROPERTY**

The primary purpose of TVHS is to provide an optimal environment for learning and education. Integral to that purpose is the maintenance of an environment that establishes a model of civility and respect in the interactions of individuals and serves as a constructive model for our students. Any action by an individual or group that is inconsistent with this purpose or is aimed at disrupting, interfering with, or delaying the educational process, or any action having such effect, is hereby declared to be in violation of Board policy.

Additionally, the Board also has a responsibility to protect school property. TVHS shall take any and all legal action to prevent the damage or destruction of TVHS property. In addition, TVHS will also seek restitution from, and prosecution of, any person or persons who willfully damage school property.

It is not the intent of this policy to limit or inhibit freedom of speech or freedom to assemble peaceably. Free inquiry and free expression are indispensable to the objectives of a school district, and is a fundamental feature of our national life. The sole purpose of this policy, and of such rules and regulations as may be required to implement it, is to prevent abuse or inhibition of the rights of others and to maintain the educational enterprise and public order on school premises and property.

These rules govern the conduct of students, faculty and other staff, licensees, invitees, and all other persons upon property of TVHS, and any other premises or property under the control of TVHS and used in its teaching programs and activities, and in its administrative, cultural, recreational, athletic, and other programs and activities.

Any use of the buildings and grounds under the control of TVHS must be preceded by notification of the following information: location of fire exits; form of notification of the need to exit (e.g., alarm, announcement etc.); reminder of the need to exit in a calm and orderly manner and prohibition on parking of motor vehicles in designated fire lanes or spaces for the disabled.

Individuals on or entering TVHS school grounds or buildings may be under electronic video surveillance.

### **PROHIBITED BEHAVIOR**

No person, acting either alone or in concert with others, shall:

1. Intentionally cause physical injury to any other person or threaten to do so.
2. Physically restrain or detain any other person, nor remove such person from any place where she/he is authorized to remain;

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3. Intentionally damage or destroy property of TVHS or property under its jurisdiction, or the property of an administrator, teacher or other officer or employee of TVHS or remove or use such property without authorization;
4. Enter into the school building or premises or any private office of an administrative officer, member of the faculty, or staff member without permission;
5. Enter and remain in any school building, facility or premises for any purpose other than authorized uses or in a manner obstructing its authorized use by others;
6. Remain in any school building, facility or premises after it is normally closed, without authorization by TVHS;
7. Fail or refuse to leave any school building, facility or premises after being requested to do so by an authorized administrative officer, member of the faculty, or staff member;
8. Fail to comply with written or verbal direction to sign a visitor's log, be issued a visitor's pass, or to fail to conform with any other security measures upon entry to any school building, facility or premises.
9. Obstruct the free movement of persons or vehicles in any school building, facility or premises;
10. Disrupt or prevent the peaceful and orderly conduct of classes, lectures, and meetings, or deliberately interfere with the freedom of any person to express her/his views, including invited speakers in any school building, facility or premises;
11. Possess any rifle, shotgun, pistol, revolver, or other firearm, knife or blade, or a device intended for use as a weapon, in any school building, facility or premises, without the express written authorization of the Superintendent of Schools;
12. Incite others to engage in or commit any prohibited conduct with specific intent to procure them to do so;
13. Engage in smoking, use any tobacco product, electronic cigarettes ("e-cigarettes," "vaping" ) overtly display any tobacco product, or sell any tobacco product on school property including all school grounds, facilities, vehicles or property or at any school sponsored activity.
14. Use, consume, sell, distribute, under the influence of, or offer for sale alcoholic beverages;

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15. Possess, use, consume, sell, distribute or offer for sale, distribution, use or consumption illegal drugs or controlled substances without written authorization of a physician, or under the influence of illegal drugs or controlled substances;
16. Use, possess, wear or in any way depict or demonstrate obscene materials or engage in or present obscene conduct or behavior. The term "obscene" refers to verbal, written, graphic, pictorial, and other means of presenting materials, when such materials violate generally accepted social and community standards. Obscene material appeals to prurient interest, is utterly without redeeming social importance, goes beyond customary limits of candor in description or representation, is characterized by patent offensiveness and is pornographic, indecent, vulgar and salacious;
17. Park a motor vehicle in any fire lane or other no parking zone or park in any parking space designated for use by the disabled without a valid permit visibly displayed on or in the vehicle.
18. Use or display inappropriate language, gestures or symbols (obscene, profane, vulgar, abusive).
19. Engage in excessive or offensive public displays of affection.
20. Use or display abusive or hateful language involving the use of slurs regarding ethnicity, disability, religion, race, sexual orientation, perceived sexual orientation or physical condition of another.
21. Engage in any form of sexual harassment or any harassment prohibited by this policy (see "Discrimination and Harassment Prohibited").
22. Engage in discrimination as prohibited by this policy (see "Discrimination and Harassment Prohibited").
23. Otherwise engage in any behavior which interferes with the educational program.

<b>PENALTIES AND PROCEDURES</b>
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A person who shall violate any of the provisions of these rules shall be subject to the following penalties and procedures:

**If a visitor (member of the public, licensee)** her/his authorization to remain upon the grounds or other property shall be withdrawn and she/he shall be directed to leave the premises. In the event of failure to do so, she/he shall be subject to removal from the premises by law enforcement officials.



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**If a trespasser** (one without authorization or invitation) she/he shall be subject to removal from the premises by law enforcement officials.

**If a student** she/he shall be subject to disciplinary action as the facts of the case may warrant. This may include suspension, probation, loss of privileges, reprimand, or warning, as prescribed by Section 3214 of the Education Law of the State of New York and the policies, rules and regulations of TVHS. She/he shall also be subject to removal from the premises.

**If a tenured faculty member**, she/he shall be subject to ejection, warning, reprimand, suspension, or other disciplinary action or combination of such actions, as prescribed by and in accordance with Section 3020-a of the Education Law.

**If a staff member** in the classified service of the civil service, she/he shall be subject to the penalties and procedures prescribed in Section 75 of the Civil Service Law, where applicable, or such other penalties allowed by law or negotiated by the parties and be subject to ejection.

**If an officer or administrator**, s/he shall be subject to ejection, warning, reprimand, suspension, other disciplinary action or a combination of such actions as provided by law, an individual employment agreement.

If a staff member other than those described above, she/he shall be subject to dismissal, suspension without pay, or censure, and be subject to ejection.

#### **Enforcement Program**

The District Superintendent shall be responsible for enforcement of these rules, and she/he shall designate the other personnel who are authorized to take action in accordance with such rules when required or appropriate to carry them into effect.

In the case of any apparent violation of these rules by such persons, which, in the judgment of the Superintendent or her/his designee, does not pose any immediate threat of injury to person or property, such school official may make reasonable effort to learn the cause of the conduct in question and to persuade those engaged therein to desist and to resort to permissible methods for the resolution of any issues that may be presented. In doing so such school official shall warn such persons of the consequences of persistence in the prohibited conduct, including their ejection from any District properties where their continued presence and conduct is in violation of these rules.

In any case where violation of these rules does not cease after such warning, and in other cases of willful violation of such rules, the Superintendent or her/his designee shall cause the removal of the violator from any premises which she/he occupies in such violation or, if appropriate, make recourse to police authorities, or both.

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The Superintendent or her/his designee may apply to the public authorities for any aid that she/he deems necessary in causing the ejection of any violator of these rules and she/he deems necessary in causing the ejection of any violator of these rules, and she/he may request the school attorney to apply to any court of proper jurisdiction for an injunction to restrain the violation or threatened violation of these rules.

## **RESPONSIBILITIES OF THE SCHOOL COMMUNITY**

### **Board of Education and Superintendent of Schools**

The District Superintendent and Board of Cooperative Educational Services shall provide full support to the administration and staff charged with the responsibility for implementing and administering this Code of Conduct. Administration of this Code of Conduct shall at all times, be consistent with the policies of TVHS and the laws of the State of New York and the United States of America.

### **Administrator and Faculty**

Administrators and faculty shall:

- Provide information about this code of conduct and associated procedures to parents, students, home school districts and the community.
- Support and enforce this code of conduct and implement prescribed procedures and school responses in a reasonable, fair and consistent manner.
- Protect and uphold the rights of students, parents, faculty, and community in all matters related to student behavior.
- Promptly notify parents of student behavior that is inconsistent with this code of conduct.
- Seek educational approaches to addressing student conduct issues in an effort to promote positive and constructive behavior that enhances learning, citizenship and mutual respect in the TVHS community.
- Periodically review and evaluate this code of conduct as it relates to community and school goals.

### **All TVHS Staff Members**

All TVHS staff members shall wear SUNY Polytechnic Institute identification badges at all times while in TVHS instructional facilities. TVHS shall provide all staff members with

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identification badges at no charge.

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**Parent(s) / Guardian(s)**

The support of parents and guardians of students is critical to encouraging and achieving positive behavior by students in the school environment. Parents and guardians are asked to take this responsibility seriously and to fulfill it as follows:

- Be aware and supportive of the student code of conduct and the rights and responsibilities of students and their families.
- Discuss the student code of conduct with students and reinforce the importance of compliance as a way to enrich the educational and social experiences of all students.
- Be an active participant in the efforts of TVHS administrators, faculty and students to resolve student behavior issues.
- Participate in efforts to evaluate the effectiveness of this code of conduct and make suggestions for improvements.
- Monitor student attendance at school, ensuring that it is regular and punctual and that all absences are properly excused as required by New York State Law.
- Accept their financial responsibility for texts, tools, locks or any other TVHS equipment assigned to the student.

**Student(s)**

Each student of TVHS shall:

- Achieve an understanding of the student code of conduct and associated procedures.
- Comply with the code of conduct at all times.
- Seek help from teachers and school administrators in resolving questions about the requirements of the code of conduct or to discuss issues that might lead to behavior problems
- Accept responsibility for personal behavior at all times.
- Assist teachers and administrators in maintaining the school environment as a safe haven for learning by reporting any behavior that may disrupt learning or threaten the safety of the school community.



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### **GUIDELINES FOR DISTRIBUTION OF AND EDUCATION ABOUT THE CODE OF CONDUCT**

To ensure school community awareness of this Code of Conduct, the District Superintendent shall direct appropriate staff members to:

- ✓ Provide plain language copies to all students at a general assembly at the beginning of each school year and to new students upon enrollment.
- ✓ Post a copy on the TVHS website.
- ✓ Mail a plain language summary of the code to all persons in parental relation at the beginning of the school year.
- ✓ Provide each teacher and staff person with a copy of the code and a copy of any amendments as soon as practicable following enactment.
- ✓ New teachers must be provided with a copy upon employment.
- ✓ Community awareness steps include the making a copy of the code available upon request.
- ✓ Advise students at a general assembly at the beginning of each school year and to new students after enrollment of the expectations for their behavior as set forth in the Code of Conduct.

### **PROVISIONS FOR ANNUAL REVIEW AND REVISION OF THE CODE OF CONDUCT**

A TVHS Code of Conduct and School Safety Committee shall be established by the principal to conduct an annual review and make recommendations concerning this code of conduct.

The recommendations will be reviewed and the District Superintendents will determine whether to make a recommendation to the TVHS Operating Board concerning the student code of conduct.

A copy of the recommendations will be maintained on file with the Clerk of the Board and shall be available for review by any interested individual(s).

ADOPTED: 11/22/2019

Revised: 11/17/2022

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**ATTENDANCE POLICY**

**I. Purpose/Statement of Objectives**

Good attendance is a central component of the educational process. The project based learning program offered by Tech Valley High School (TVHS) is based upon student collaboration and requires continuity of instruction and classroom participation so students can successfully achieve State learning standards. This attendance policy will ensure adequate records by verifying the attendance of all children at instruction in accordance with Education Law 3205 and 3210. It establishes a mechanism by which the patterns of pupil absence can be examined to develop effective intervention strategies to improve school attendance and achievement. This policy governs TVHS students, not home district policy.

**II. Strategies to be Employed**

TVHS will employ the following strategies to ensure good attendance of all of its students:

- A. Development of this policy and appropriate record-keeping guidelines to ensure that the attendance of all students is tracked and analyzed.
- B. Development of procedures to intervene on the individual student level when a student's attendance record demonstrates a need for improvement.
- C. Development of a TVHS program to encourage good attendance and improve the attendance of all TVHS students.

**III. Definitions**

For purposes of this policy, any reference to "parent" or "parents" shall include person or persons in parental relation to the student.

**IV. Excused and Unexcused Absences**

- A. Excused Absences or Tardiness/Early Departure. The parents are responsible for notifying the school in writing, by email, or by telephone to the school office, of the reason for their student's absences or tardiness/early departures. Whenever possible, parents are encouraged to contact the school, in writing or by telephone, prior to the absence. The following circumstances will constitute excused absences, tardiness or early departure:
  - 1. Personal illness
  - 2. Illness or death in family
  - 3. Medical appointments
  - 4. Court appearance
  - 5. Incarceration
  - 6. Religious observances
  - 7. Quarantine
  - 8. Supervised education project or TVHS sponsored activity

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9. Approved cooperative work program
  10. Military obligation
  11. Pre-approved college visits for high school juniors and seniors
  12. Inclement weather
  13. Absence authorized by the home school district (including home school district closure or delay)
  14. Suspension from school
  15. Any other absence excused by the discretion of the TVHS principal or his or her designee
- B. Unexcused Absences or Tardiness/Early Departure. Absence, tardiness, or early departure for any reason not included in the list set forth in Section III-A, is an unexcused absence, tardiness or early departure. Absences, for reasons set forth in Section III.A, for which a student does not have pre-approval from TVHS or the student's home school district, or for which school was not notified in writing, by email, or by telephone of the reason for the absences within five (5) school days of his/her return to school, will also be recorded as an unexcused absence.

Parent requests excusing their child from school for reasons not included above (e.g., to take a driver's test, to get a haircut, to go shopping, to go on a family trip, oversleeping, car trouble or an unspecified reason) are unexcused absences or tardinesses.

V. Record Keeping:

- A. When Attendance Will Be Taken. Attendance will be taken as follows:
1. Attendance shall be taken each period. Each classroom teacher shall record the student's presence or absence in the applicable electronic attendance record.
- B. Content/Form of Attendance Records. TVHS maintains an electronic permanent register of attendance ("electronic attendance record") for all students enrolled in instruction. Attendance will be maintained by each teacher in accordance with this policy. The electronic attendance record will be reviewed and updated, as necessary, on a building-level basis by the building principal. In accordance with Commissioner's regulations, entries into the electronic attendance record shall be considered verified, as accurate, under oath or affirmation. The record shall include the following information for each student: name; date of birth; names of parents or persons in parental relation; address where student resides; phone number(s) where parent(s), or person(s) in parental relation can be contacted; date of enrollment; a record of the student's attendance on each day of scheduled instruction recorded and coded as provided in the student management system and this policy; a record of each scheduled day of instruction during which the school is closed for all or part of the day due to extraordinary circumstances; and date when student withdraws or is dropped from enrollment.
- C. Absences, tardiness, and early dismissal. Absences, tardiness, and early dismissal will be recorded in the electronic student management system by coding whether the absence is excused or unexcused in accordance with this policy, and the reason for such absences, tardiness and early dismissal where excused.
- D. Contacting parents. In the event that a student is absent from school without a previous notification to the teacher or building principal, TVHS personnel or an electronic calling system will call the student's home or the contact phone number listed on the student's emergency

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contact form. If contact is not made with a parent a message will be left for the parent to call the school. Parents will be contacted regarding chronic absences, tardiness or earlier departures in accordance with Section VI. of this policy.

VI. Rewards for Good Attendance, Contacting Parents, and Receipt of Course Credit

- A. Rewards for Good Attendance. In addition to the likelihood of enhanced educational progress, good attendance will be the basis for student recognition awards or other incentives. Any student who exhibits exemplary attendance as determined by the TVHS principal will be eligible for good attendance recognition. In addition, incentives for improving student attendance will be considered during program reviews and at faculty meetings as appropriate. Good attendance will be a positive endorsement factor in any letter of recommendation written by a school employee.
- B. Contacting Parents. Chronic absences and tardiness, are disruptive to the educational process. The following procedures will be used to address excessive absences.
1. 3 days consecutive unexcused absence with no parent response – contact home school, with a request to attempt contact with parent.
  2. 5 days absent – conference with student and email sent home, with copy to home school district
  3. 10 days absent– formal letter to parents and request to conference, with a copy to the home school district.
  4. 15 days absent – letter to parents and follow-up contact with home school CSE or principal advising that student could be at academic risk. Parents will be requested to discuss the student's absences.
  5. 20 days absent – letter to parents and follow-up contact with home school CSE or principal advising that absences will be referred to appropriate social services entities for educational neglect proceedings and that student may be at academic risk.
  6. 25 days absent – TVHS will contact appropriate social services entities for referral to PINS.
- C. Additional Attendance Considerations. Certain courses offered at TVHS have strict attendance requirements for the purposes of meeting college attendance requirements. Teachers of such programs shall notify the principal when any student is at risk of failing to complete their required program hours. Parents of such students shall be notified by that the student is at risk of failing to complete their required program hours. Parents will be provided the opportunity to meet with TVHS staff to discuss the student's absences.
- D. Course credit. TVHS believes that there is a correlation between good attendance and active participation in the classroom with academic success. When students successfully complete courses, TVHS recommends that credit be granted by the student's home school district. Students and parents should be aware of any policies of their home school district relating to attendance and awarding course credit. Unexcused tardiness and absences will also subject a student to the range of penalties specified in the TVHS Code of Conduct.

VII. Development of an Attendance Intervention Strategy:



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- A. Each principal or designee shall review pupil attendance records and consult with guidance counselors and other staff members as appropriate to identify patterns of unexcused absences, tardiness or early departures, and to initiate appropriate action at the building level to address these patterns.
- B. TVHS shall, through a committee composed of the principal, teachers and other staff designated by the principal, review quarterly building level attendance records and develop an attendance intervention strategy consistent with this policy in the event that these attendance records suggest that overall student attendance is declining, or should be improved. The TVHS principal shall make an annual report to the District Superintendents and the Operating Board, which shall include, where appropriate, recommendations for revision of this policy.

VIII. Policy Review and Assessment

This policy shall be reviewed annually by the Operating Board after the annual report is made to the District Superintendents, as provided in paragraph VII, above. If the attendance records show a decline in attendance, the Board shall revise this policy as is necessary to improve attendance.

IX. Distribution and Public Awareness:

- A. Public Meeting. This Policy shall be adopted only after it has been presented at a public meeting of the Operating Board, duly noticed, that provides for the participation of school personnel, parents, students, and any other interested persons.
- B. Plain Language Summary. A plain language summary of this Policy shall be distributed to parents and persons in parental relationship to all TVHS students at the beginning of each school year.
- C. Distribution to Staff. Each teacher and administrator shall be notified that this Policy is available on the TVHS website. Additionally, each new teacher or administrator shall be provided with a copy of this Policy upon employment.
- D. This Policy shall be published on the TVHS website and a copy will be made available to any member of the community upon request.

References: Education Law, sections 3205 and 3210  
8 NYCRR 104.1

ADOPTED: 2/25/2019  
Revised: 11-17-2022

# Tech Valley High School

## Principal's Report Operating Board November 17, 2022

Tech Valley High School provides a unique and innovative student-centered educational opportunity, engages students in current emerging technologies, and supports the growth and economy of the region.



## Outreach

- **AASA**
- **AIR**
- **NYSSBA**
- **BOR**
- **Professional Development: CTE, PBL Coaching, Visits**









# Partners

