

LONG BEACH PUBLIC SCHOOLS
Long Beach, New York

May 3, 2010

Ladies and Gentlemen:

The Long Beach Board of Education is the authorized state agency responsible for setting educational policy in the district. It consists of five trustees, each serving a three-year term. Board members pay school taxes at the regular rate and receive no salary or other financial compensation.

All meetings, except executive sessions, are held before the public. Members of the public may address the Board of Education on any specific agenda item during special time reserved for that purpose prior to Board discussion and action. The public may also address the Board of Education on any matter of concern at a second public session after the Board of Education completes agenda action items. Visitors should not address the Board in public relative to questions or comments regarding specific staff members or specific students. Such concerns should be brought to the attention of appropriate staff or to Board members by telephone, in writing, or by scheduling a personal meeting, as appropriate to the circumstances.

Visitors' comments will be limited to five (5) minutes for each agenda item upon which comment is made. Visitors are precluded from speaking on any agenda item more than once during each meeting.

Sincerely,

Your Board of Education

**BOARD OF EDUCATION
Long Beach Public Schools
Special Board Meeting – May 3, 2010
Long Beach Middle School**

AGENDA

SPECIAL MEETING

7:30 P.M.

- I. Pledge of Allegiance and Opening Remarks – Board President
- II. Report of Superintendent of Schools
- III. Board of Education Comments
- IV. Board Policy Discussion
 - No. 1210: Board of Education Members: Nomination and Election
 - No. 3230: Public Comment at Board Meetings
 - No. 3250: Parent-Teacher Association
- V. Questions and Comments from the Public - Items on Tonight's Agenda Only
- VI. Presentations of the Superintendent:
 1. Personnel Matters: Certificated
 2. Personnel Matters: Non-Certificated
 3. Second Reading of Proposed Policies
 - No. 1530: Tobacco Free School Environment
 - No. 6700: Purchasing
 - No. 6710: Purchasing Authority
 - No. 6720: Bidding Requirements
 - No. 6730: Payroll Deductions
 - No. 9300: Employee Benefits
 - No. 9400: Workers Compensation
 - No. 9520: Family and Medical Leave Act
 - No. 9525: Leaves of Absence
 - No. 9600: Employee Medical Examination
 4. Approval of Amendment of Agreement
 5. Approval of Agreements
 6. Approval of Stipulation of Settlement
- VII. Questions and Comments from the Public

VIII. Announcements:

1. Long Beach Classroom Teachers' Association
2. Administrative, Supervisory and PPS Group
3. Long Beach Schools Employees' Association
4. Parent/Teacher Association
5. Student Organization

IX. Board of Education - Additional New/Old Business, if any

X. Adjournment

By-Laws**SUBJECT: BOARD OF EDUCATION MEMBERS: NOMINATION AND ELECTION**

- a) Candidates for the office of member of the Board of Education shall be nominated by a petition directed to the Clerk of the School District which is signed by at least one hundred (100) qualified voters of the District. Petitions must state the residence of each signer, the name and residence of each candidate.
- b) The notice of the Annual District meeting must state that petitions nominating candidates for the Board of Education must be filed with the Clerk of the District no later than twenty (20) days before the Annual or Special District Meeting at *which* the school board election will occur, between 9 a.m. and 5 p.m.
- c) Voting will be by machine, and provision shall be made for the election by "write-in-vote" of any candidate not previously nominated. The position of candidates on ballots shall be determined by lot at a drawing conducted by the District Clerk on the day after the last filing. Candidates or their proxies may be present for the drawing.
- d) The hours of voting shall be as indicated by Board resolution.
- e) The candidates receiving the largest number of votes shall be declared elected in accordance with Education Law.
- f) At least ten (10) days prior to the election, the Board shall appoint at least two (2) inspectors of election for each voting machine, and set their salary.
- g) The District Clerk shall oversee the election. The Clerk shall give notice immediately to each person declared elected to the Board, informing him/her of the election and his/her term of office.
- h) Only qualified voters as determined by Education Law Section 2012 may vote at any District meeting or election.
- i) No electioneering will be allowed within one hundred (100) feet of the polling place.
- j) When a term of office expires at the end of a school year and the office has become vacant at the time of election, the person elected to fill the new full term vacancy also fills the remaining days of the previous term, beginning his/her term of office immediately upon election and the taking and filing of the oath of office.

Education Law Sections 2004, 2012, 2018, 2025, 2029, 2031-a, 2032, 2034, 2105(14), 2121, 2502, 2602, 2608(1) and 2610

First Reading: March 9, 2010

Second Reading: March 23, 2010

Community Relations**SUBJECT: PUBLIC COMMENT AT BOARD MEETINGS**

The Board of Education recognizes the importance of community input. Public input or comment is limited to two opportunities:

1. Agenda items after Board comments at the beginning of the meeting; and
2. Non-agenda items (new/old business) at the end of the meeting.

To respect everyone's time and engage all who wish to address the board:

- The Board recognizes that the Board President is the chair of the meeting and therefore is responsible for the agenda, pace, and control of meetings. Individual board members will only address the public at the direction of or with permission of the Board President. The Board will avoid defensive argument during public input sessions.
- Speakers will wait until they are recognized by the President before speaking.
- Speakers will stand at the podium and state name and address prior to speaking.
- All comments should be kept as brief as possible and relate to district matters.
- All comments and questions will be addressed directly to the Board President.
- Members of the public are encouraged to present written comments regarding matters involving the business of the School District and its programs and should submit such writings to the District Office for distribution to Board members and the Superintendent.
- A total of five (5) minutes per meeting will be allotted to each individual speaker to address items on the business meeting agenda and five minutes to speak under new/old business. An individual may speak only once on a specific topic.
- Debate between members of the audience and/or Board members is inappropriate and will not be permitted.
- Any individual displaying behavior deemed rude, disrespectful, disruptive and/or abusive will not be tolerated and will be asked to discontinue comments and sit down. Should the individual refuse, the Board may elect to adjourn into executive session.
- Only residents of the school district have the right to speak unless the Board decides otherwise.

Community Relations**SUBJECT: PUBLIC COMMENT AT BOARD MEETINGS - continued**

No person will be allowed to speak regarding the following:

1. Discussion or comments regarding specific personnel, negotiations, litigation or other topics more appropriately discussed in executive session may be restricted at the discretion of the President:
 - An issue in a pending lawsuit, complaint, or investigation filed with an outside agency, wherein the District, employee(s) or the Board is a party;
 - A pending grievance;
 - A pending employee complaint filed with the District or an outside agency;
 - A complaint against individual employee(s);
 - An employee disciplinary action including suspension or termination;
 - A pending pupil disciplinary action including suspension or appeal that may reach the Board.

2. The Board will not act on complaints that have not been explored at the appropriate level. (See 3230-R.)

Individual Board members will refer persons making complaints to the Superintendent or the appropriate administrator. Board members will refrain from expressing any judgment until such complaint is submitted to the entire Board.

The individual dignity of Board members, District employees, students, and members of the public must be respected by all speakers. Board members, employees, students and members of the public will not be subjected to verbal abuse

NOTE: Refer also to Policies #8330 – Objection to Instructional Materials
#8331 – Controversial Issues

First Reading: March 9, 2010
Second Reading: March 23, 2010

SUBJECT: PUBLIC COMMENT AT BOARD MEETINGS - REGULATIONS***How Do You Address Individual Problems?***

The following guidelines and procedures are intended to protect the rights of all individuals and to assist parents and district employees to resolve concerns. These guidelines are based on the belief that satisfactory resolution of problems most often occurs when those parties directly involved have the opportunity to discuss their concerns with each other and work together to resolve the issues.

The procedure outlined below should be followed for any parent/guardian complaint against a Long Beach Public School District employee (teacher, coach or other school employee), except complaints arising out of student discipline.

- Step 1: The parent/guardian shall be required to attempt to resolve the problem with the individual employee.
- Step 2: If the employee and the parent/guardian have not resolved the complaint at Step 1, either party may request the immediate director/coordinator/supervisor to assist with the resolution.
- Step 3: If the problem is not resolved to the parent's/guardian's satisfaction, the parent may put the complaint in writing and present it to the building principal. Following the principal's investigation of the complaint, his/her response shall be given to the parent/guardian no later than fifteen (15) working days after the complaint has been made.
- Step 4: If the parent/guardian is not satisfied with the response of the principal, the parent/guardian may appeal to the superintendent or one of his assistant superintendents in writing.
- Step 5: If the parent/guardian is not satisfied with the response of the superintendent, the parent may submit a written letter to the Board of Education. Anonymous letters will not be accepted.

MATTERS REGARDING DISTRICT SERVICES OR OPERATIONS

If your concern or complaint relates to a matter of District procedure or operation, it should be addressed, initially, to the person in charge of that operation. If you are not sure who that person is, please call the Superintendent's secretary at 897-2104.

Community Relations**SUBJECT: PUBLIC COMMENT AT BOARD MEETINGS – REGULATIONS
(continued)****MATTERS REGARDING THE EDUCATIONAL PROGRAM/INSTRUCTIONAL
MATERIALS**

If your concern or complaint relates to some aspect of the District's program, it should be initially addressed to the principal of the school in which the program functions, and then brought, in turn, to the director of the program. If this is not handled satisfactorily, the complaint should be brought to the Assistant Superintendent of Curriculum. Should the complainant still not be satisfied, the Superintendent should be contacted.

MATTERS OF SAFETY

If your concern or complaint relates to some aspect of safety in the schools, it should be addressed to the Chief Operating Officer or Assistant Superintendent of Business.

Concerns which remain unanswered may be referred directly to the Superintendent. Board members are responsible for matters which affect the entire district, and they should only be contacted about individual problems if the family's concerns have not been addressed satisfactorily through the protocol listed above.

Unresolved complaints at the Superintendent level must be reported to the Board of Education by the Superintendent of Schools.

DIRECTORS/COORDINATORS/SUPERVISORS:

Director of ELA
Director of Math
Director of Science
Director of Social Studies
Coordinator of Guidance
Director of World Languages & ESL Programs
Director of Special Education/Pupil Personnel Services
Director of Health, Physical Education and Athletics
Director of Comprehensive Arts (Music and Art)
Director of Alternative & Adult Education
Director of Facilities
Director of Technology and Information Services
Supervisor of Transportation

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Community Relations

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SUBJECT: PARENT-TEACHER ASSOCIATION

The Board of Education recognizes that the goal of the Long Beach Parent Teacher Association (LBPTA), the Long Beach Parent Teacher Student Association (LBPTSA), and the Long Beach Special Education Parent Teacher Association (LBSEPTA) is to develop a united effort between educators and the general public to secure for every child the highest achievement in physical, academic and social education. Therefore, staff members and parents are encouraged to join the Parent Teacher Associations and to participate actively in its programs.

First Reading: 3-9-2010
Second Reading: 3-23-2010

RESOLUTIONS

BE IT RESOLVED THAT, upon the recommendation of the Superintendent of Schools, the Board of Education approves the following personnel actions.

I. CERTIFICATED PERSONNEL

(a) Resignation

Name:	Jennifer Jean Assal
Assign./Loc:	Foreign Language Teacher/high school
Effective Date:	June 30, 2010

II. NON CERTIFICATED PERSONNEL

(a) Appointment: Probationary Director of School Facilities and Operations

Name:	Steven Lahey
Assign./Loc.:	Probationary Director of School Facilities and Operations/Districtwide
Effective Date:	May 4, 2010
Probation End Date:	November 2, 2010
Salary Classification:	\$125,000 per annum (prorated)
Reason:	To replace Michael Hahn
Comment:	Accept salary and benefits information sheet

3. SECOND READING OF PROPOSED POLICIES:

- No. 6700: Purchasing
- No. 6710: Purchasing Authority
- No. 6720: Bidding Requirements
- No. 6730: Payroll Deductions
- No. 9300: Employee Benefits
- No. 9400: Workers Compensation
- No. 9520.2: Family and Medical Leave Act
- No. 9525: Leaves of Absence
- No. 9600: Employee Medical Examination

4. APPROVAL OF AMENDMENT OF AGREEMENT WITH SHEEHAN & COMPANY, C.P.A., P.C.

WHEREAS, the Long Beach City School District ("District") entered into an agreement with Sheehan & Company, C.P.A., P.C. ("Sheehan") for review and assessment of the District's employee benefit system; and

WHEREAS, the parties desire to amend the agreement with Sheehan to extend the length of the Agreement from April 30, 2010 to June 30, 2010;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education of the Long Beach City School District ("Board") approves the amendment to the Agreement with Sheehan through June 30, 2010; and

BE IT FURTHER RESOLVED, that the Board authorizes the District Chief Operating Officer to execute said amendment on its behalf.

5. APPROVAL OF AGREEMENTS

A. AGREEMENT WITH SEAFORD UNION FREE SCHOOL DISTRICT

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves agreement with the Seaford Union Free School District for special education services for the period of September 1, 2009 to June 30, 2010.

BE IT FURTHER RESOLVED that the Board of Education hereby approves the Agreement with Seaford Union Free School District for special education and authorizes the Chief Operating Officer to execute the Agreement on its behalf.

5. APPROVAL OF AGREEMENTS (continued)

B. AGREEMENT WITH F.L. CHAMBERLAIN SCHOOL

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves agreement with the F.L. Chamberlain School for special education services for the period of January 14, 2010 to June 30, 2010.

BE IT FURTHER RESOLVED that the Board of Education hereby approves the Agreement with the F.L. Chamberlain School for special education and authorizes the Chief Operating Officer to execute the Agreement on its behalf.

C. AGREEMENT WITH THE DEVEREUX FOUNDATION

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves agreement with the The Devereux Foundation for special education services for the period of January 14, 2010 to June 30, 2010.

BE IT FURTHER RESOLVED that the Board of Education hereby approves the Agreement with The Devereux Foundation for special education and authorizes the Chief Operating Officer to execute the Agreement on its behalf.

D. AGREEMENT WITH DEVELOPMENTAL DISABILITIES, INC.

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves agreement with Developmental Disabilities, Inc. for special education services for the period of January 14, 2010 to June 30, 2010.

BE IT FURTHER RESOLVED that the Board of Education hereby approves the Agreement with Developmental Disabilities, Inc. for special education and authorizes the Chief Operating Officer to execute the Agreement on its behalf.

6. APPROVAL OF STIPULATION OF SETTLEMENT

BE IT RESOLVED, that the Board of Education of the Long Beach City School District hereby authorizes settlement of the action bearing the caption "E. Cook Industries, Inc. v. Long Beach City School District" venued in the New York State Supreme Court, Nassau County and bearing the Index No. 09-12874 in accordance with the terms of the Stipulation of Settlement between the parties; and,

BE IT FURTHER RESOLVED, that the Board of Education hereby authorizes the Board President to execute any and all documents necessary to effectuate said settlement.

TOBACCO-FREE SCHOOL ENVIRONMENT

The Long Beach Public Schools District recognizes its responsibility to promote the health, welfare and safety of students, staff and others on school property and at school-sponsored activities. Research conclusively proves that:

- Tobacco use is the single most preventable cause of death in the United States;
- Regular use of tobacco is ultimately harmful to every user's health, directly causing cancer, respiratory and cardiovascular diseases, adverse pregnancy outcomes, and premature death;
- Second-hand smoke is a threat to the personal health of everyone, especially persons with asthma and other respiratory problems;
- Nicotine is a powerfully addictive substance;
- Tobacco use most often begins during childhood or adolescence;
- The younger a person starts using tobacco, the more likely he or she will be a heavy user as an adult;
- Many young tobacco users will die an early, preventable death because of their decision to use tobacco.
- Use of tobacco interferes with students' attendance and learning;
- Smoking is a fire safety issue for schools.

Prevention programs in schools are most effective when supplemented by strong tobacco free policies and when they are a part of broader school, community, and state efforts to reduce youth smoking. In light of this information, and to be consistent with school curriculum and federal and state law, it is the intent of the District to establish a tobacco-free environment.

DEFINITIONS

Tobacco: means any cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product; as well as spit tobacco, also known as smokeless, dip, chew, and snuff, and any other spit tobacco product in any form.

School Property: means any building, structure or vehicle owned, leased, or contracted by the Long Beach Public Schools.

School Grounds: means property surrounding buildings and structures, athletic grounds, parking lots, or any other outdoor property owned, leased, or contracted by the Long Beach Public Schools.

TOBACCO USE PROHIBITED: No person is permitted to use tobacco in any way at any time, including non-school hours, on school property, grounds or at any school-sponsored event or activity off campus.

TOBACCO-FREE SCHOOL ENVIRONMENT

TOBACCO EDUCATION: Instruction to discourage the misuse of tobacco shall be included in the health education provided for all elementary school pupils taught by the classroom teacher or by teachers certified to teach health education.

Instruction shall also be an integral part of a required health education at the junior and senior high levels and taught by teachers certified to teach health education. Related courses in secondary school curriculum shall be taught in a manner supportive of health education regarding tobacco. Staff responsible for teaching tobacco-use prevention shall have adequate training and participate in ongoing professional development activities to effectively deliver the education program as planned.

TOBACCO POSSESSION: No student is permitted to possess tobacco on school property, grounds, or at school-sponsored event or activity off campus.

TOBACCO DISTRIBUTION: Distribution or sale of tobacco, including any smoking device is prohibited on school property, grounds, and at any school-sponsored event or activity off campus.

TOBACCO PROMOTION: Tobacco advertising is prohibited on school property, grounds, at any school-sponsored event or activity off campus, and in all school-sponsored publications. The school will request tobacco free editions of all publications in school libraries. Students are prohibited from wearing or having in their possession tobacco promotional items, including clothing, bags, lighters, and other personal articles on school property, grounds, or at any school-sponsored event or activity off campus. School acceptance of gifts, funding, or parent/classroom educational materials from the tobacco industry are prohibited.

TOBACCO CESSATION: Referrals and access to community resources and programs to help students and staff overcome tobacco addiction shall be provided to staff and students. School counselors, health services, or community agencies are encouraged to establish voluntary tobacco-use cessation programs at school.

NOTICE: Signs communicating this policy shall be prominently posted and properly maintained where tobacco use and smoking are regulated by this policy, including all building entrances, grounds, and vehicles. Signs shall include "No Smoking" or the international "No Smoking" symbol, which consists of a pictorial representation of a burning cigarette enclosed in a circle with a bar across it.

TOBACCO-FREE SCHOOL ENVIRONMENT

The District shall also notify students, parents/guardians, staff, contractors and other school visitors annually of the tobacco free policy in written materials including, but not limited, to handbooks, manuals, contracts, newspapers, and newsletters.

ENFORCEMENT: Enforcement of this policy shall be equitable and consistent, in accordance with the Tobacco-Free School Policy Enforcement Procedures, student behavior code, and employee personnel policies.

Student violations of this policy will lead to disciplinary action up to and including suspension from school. Student participation in a tobacco cessation program and/or tobacco education class may be allowed as an alternative to discipline. Parents will be notified of violations involving their child and subsequent action taken by the school.

Employee violations of this policy will lead to disciplinary action in accordance with personnel policies and may include verbal warning and/or written reprimand.

Violations by others will result in appropriate sanctions as determined and imposed by the Superintendent or Board.

ADMINISTRATIVE RULES: The superintendent will develop administrative regulations as necessary to implement this policy, including provisions for notification of the school's policy; disciplinary consequences; and procedures for filing and handling complaints about violations of the school's policy.

The superintendent shall ensure that the school's tobacco-use prevention program, policies, curricula, training and cessation programs are evaluated at regular intervals. The input of students, staff, parents and others from the community will be encouraged.

This policy shall be in force at all times.

Legal References:

NYS Education Law, Article 9, Section 409. School building regulations in relation to health and safety.

NYS Education Law, Article 17, Section 804. Health education regarding alcohol, drugs, tobacco abuse and the prevention and detection of certain cancers.

NYS Department of Education, Commissioner's Regulations, Subchapter G, Part 135. Health, Physical Education and Recreation

NYS Public Health Law, Article 13-E, Section 1399. Regulation of smoking in certain public areas (Clean indoor Air Act)

U. S. Department of Education--No Child Left Behind, The IV C, Sections 4301 - 4304, Part A. Safe and Drug-Free Schools and Communities

First Reading of Revised Policy: April 27, 2010

Second Reading of Revised Policy: May 3, 2010

PURCHASING

The Board of Education views purchasing as serving the educational program by providing necessary supplies, equipment and related services. Purchasing will be centralized in the business office under the general supervision of the Purchasing Agent designated by the Board.

It is the goal of the Board to purchase competitively, without prejudice or favoritism, and to seek the maximum educational value for every dollar expended. Competitive bids or quotations shall be solicited in connection with purchases pursuant to law. The General Municipal Law requires that purchase contracts for materials, equipment and supplies involving an estimated annual expenditure exceeding \$10,000 and public work contracts involving an expenditure of more than \$35,000 (**Please note: this threshold was increased by NYS Legislature November 2009**) will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid.

The Board is also aware of the need to reduce exposure of students and staff to potentially harmful chemicals and substances used in cleaning and maintenance. In accordance with the law, regulation and guidelines set forth by the Office of General Services (OGS), the district will purchase and utilize environmentally sensitive cleaning and maintenance products in its facilities whenever feasible. Cleansers purchased must, first and foremost, be effective so that the district may continue to purchase non-green products as necessary. Environmentally sensitive cleaning and maintenance products will be procured in accordance with standard purchasing procedures as outlined in this policy and regulation. (**Please note: This section is necessary to include as per recommendation of the NYS School Board Assn.**)

Goods and services which are not required by law to be procured by the district through competitive bidding will be procured in a manner so as to ensure the prudent and economical use of public monies, in the best interests of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

Non Instructional/Business Operations

Alternative proposals or quotations will be secured by requests for proposals, written or verbal quotations or any other appropriate method of procurement, except for procurements:

1. under a county contract;
2. under a state contract;
3. of articles manufactured in state correctional institutions; or
4. from agencies for the blind and severely disabled; or
5. cooperative purchasing agreements as authorized by the Board of Education.

The district's purchasing activity will strive to meet the following objectives:

1. to effectively supply all administrative units in the school system with needed materials, supplies, and contracted services;
2. to obtain materials, supplies and contracted services at the lowest prices possible consistent with the quality and standards needed as determined by the Purchasing Agent in cooperation with the requisitioning authority. The educational welfare of the students is the foremost consideration in making any purchase;
3. to ensure that all purchases fall within the framework of budgetary limitations and that they are consistent with the educational goals and programs of the district;
4. to maintain an appropriate and comprehensive accounting and reporting system to record and document all purchasing transactions; and
5. to ensure, through the use of proper internal controls, that loss and/or diversion of district property is prevented.

Opportunities shall be provided to all responsible suppliers to do business with the school district. Suppliers whose place of business is situated within the district may be given preferential consideration only when bids or quotations on an item or service are identical as to price, quality and other factors.

Purchases will be made through available cooperative BOCES bids, state contracts of the Office of General Services or county contracts, or agreements entered into by school districts or other municipalities for joint purchasing whenever such purchases are in the best interests of the district. In addition, the district will make purchases from correctional institutions and severely disabled persons through charitable or non-profit making agencies, as provided by law.

The Board of Education endorses the concept of cooperative purchasing when such method is in the best interest of the school district. The Purchasing Agent, as designated by the Board, is authorized to explore the possible participation by the school district in cooperative purchasing ventures with other school districts and municipalities. All proposals and contracts for cooperative purchasing ventures shall be submitted to the Board for consideration and approval.

The district will provide justification and documentation of any contract awarded to an offeror other than the lowest responsible dollar offeror, setting forth the reasons why such award is in the best interests of the district and otherwise furthers the purposes of section 104-b of the General Municipal Law.

The Purchasing Agent will not be required to secure alternative proposals or quotations for:

1. emergencies where time is a crucial factor;
2. procurements for which there is no possibility of competition (sole source items); or
3. very small procurements when solicitations of competition would not be cost-effective; or
4. procurements for professional services, which, because of the confidential nature of the services, do not lend themselves to procurement through solicitation.

The Purchasing Agent shall be responsible for the establishment and implementation of the procedures and standard forms for use in all purchasing and related activities in the district. Such procedures shall comply with all applicable laws and regulations of the state and the Commissioner of Education.

No Board member, officer or employee of the school district shall have an interest in any contract entered into by the Board of the district, as provided in Article 18 of the General Municipal Law.

The Purchasing Agent shall meet with the Board annually to review the district's procurement procedures including this purchasing policy and regulation.

The unintentional failure to fully comply with the provisions of section 104-b of the General Municipal Law or the district's policies regarding procurement will not be grounds to void action taken nor give rise to a cause of action against the district or any officer or employee of the district.

Cross-ref: 6670, Petty Cash/Petty Cash Accounts
6710, Purchasing Authority
6720, Bidding Requirements

Ref: Education Law §§305(14); 1709(9) (14) (22)
General Municipal Law §§102; 103; 104-b; 109-a; 800 et seq.
Education Law §1950
General Municipal Law §119-o

First Reading: April 13, 2010
Second Reading: May 3, 2010

PURCHASING AUTHORITY

The Board of Education designates the Purchasing Agent for the District. The Board shall formally designate the individual named as Purchasing Agent at the annual organizational meeting, which will be recorded in the minutes of that meeting. Under the general supervision of the Assistant Superintendent for Business, the Purchasing Agent shall be responsible for administering all purchasing activities and ensuring the quality and quantity of purchases made by the district.

All purchases shall be made through the Business Office by the Purchasing Agent or his/her designee, subject to the approval of the Assistant Superintendent for Business. No employee, other than the Purchasing Agent, shall directly or indirectly order or purchase materials, supplies, or services from any vendor.

The Purchasing Agent is authorized to issue purchase orders without prior approval of the Board when formal bidding procedures are not required by law and budget appropriations are adequate to cover such obligations.

The Purchasing Agent shall be responsible for preparing all bid specifications and a statement of general bidding conditions to be included in every notice or invitation to bid. If there are questions concerning specifications, the Purchasing Agent shall consult with the requisitioner to clarify the matter so as to ensure that the appropriate goods or services are obtained.

The Purchasing Agent is authorized to advertise for, open and record sealed bids, and to prepare the information received for subsequent action by the Board of Education. The bids shall be opened in public at the prescribed time and place and tabulated for study. After the bids have been opened, tabulated and awarded by the Board of Education, they will be available for those interested through the FOIL process. Original bid documents shall not be removed from the Purchasing Office.

The Superintendent shall be able to approve a bid award, based on the Purchasing Agent's recommendation, before a Board of Education meeting when necessary. The award will be formally accepted at the next scheduled Board of Education meeting.

Ref: Education Law §1709(20-a)

First Reading: April 13, 2010

Second Reading: May 3, 2010

Adopted:

BIDDING REQUIREMENTS

General Municipal Law Section 103 requires that all purchase contracts in excess of \$10,000, and all contracts for public works in excess of \$35,000 be awarded to the lowest responsible bidder, after advertising for bids.

The Purchasing Agent has the authority to prepare, advertise, open, and record sealed bids for all purchase contracts and contracts for public work. He/she shall also be authorized to prepare the information for subsequent action by the Board of Education.

The Purchasing Agent, subject to approval of the Assistant Superintendent of Business, will be responsible for the development and administration of regulations for the competitive purchasing of goods and services by the school district in compliance with the requirements of the General Municipal Law.

Cross-ref 6700, Purchasing

Ref: Education Law §§1619; 1725; 1725-a; 2513; 2556
General Municipal Law §§100; 103; 103-d; 103-e; 104; 104-b; 105; 109-b
Correction Law §184
State Finance Law §§163; 175-a; 175-b
Local Finance Law §§20.00; 135.00

First Reading: April 13, 2010

Second Reading: May 3, 2010

Adopted:

2010

6730P

1 of 1

Non-Instructional/Business Operations

SUBJECT: PAYROLL DEDUCTIONS

Payroll deductions may be made when authorized by employees or required by law.

Ref: Education Law Section 1709

First Reading: April 13, 2010

Second Reading: May 3, 2010

Adoption:

Personnel**SUBJECT: EMPLOYEE BENEFITS**Teachers' Retirement System

Upon employment with Long Beach School District, each eligible person will be given an option to join the Teachers' Retirement System.

Employees' Retirement System

Upon employment with Long Beach School District, each eligible person will be given an option to join the Employees' Retirement System.

Health, Dental, and Life Insurance

Health, dental, and life insurance for all employees shall be in accordance with their respective negotiated agreements.

Excess Major Medical Insurance

To be eligible for excess medical insurance an employee must be covered by the district's health insurance in accordance with respective negotiated agreements.

Vision Plan

The district shall provide a comprehensive eyeglass coverage policy to employees in accordance with their respective negotiated agreements.

AFLAC Supplemental Insurance

AFLAC supplemental insurance is made available to employees in accordance with their respective negotiated agreements.

Continuation of Medical Insurance Coverage at Termination of Employment

Under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), employees and their dependents are eligible to continue their insurance coverage.

Personnel

Tax Sheltered Annuity Program

The program allows an employee to set aside a designated amount of salary in a tax shelter.

The Long Beach School District employees can participate in designated deferred compensation programs that qualify under IRS Sec. 403 (b).

Election of Flexible Benefit Plans

Employees are offered the option of participating in a Flexible Benefits Plan under Section 125 of the Internal Revenue Code in accordance with the respective negotiated agreements.

Ref: Consolidated Omnibus Budget Reconciliation Act of 1985
Consolidated Omnibus Budget Reconciliation Act of 1986
The American Recovery and Reinvestment Act of 2009 (ARRA), as amended on March 2, 2010 by the Temporary Extension Act of 2010

First Reading: April 13, 2010
Second Reading: May 3, 2010
Adoption Date:

Compensation and Related Benefits

SUBJECT: WORKERS' COMPENSATION

Employees injured in the performance of their duties are covered by Workers' Compensation. Employees are encouraged to report work-related injuries immediately (for their own protection), but must report such injuries within thirty (30) calendar days to their immediate supervisor and the appropriate form filled out and signed by the building Health Office, their supervisor, or the building principal.

Reimbursement for Workers' Compensation Insurance benefits shall be in accordance with their respective negotiated agreements.

Ref: Education Law Sections 1604(31), 1709(34) and 2503(10)

First Reading: April 13, 2010
Second Reading: May 3, 2010

Adoption Date:

Personnel**SUBJECT: FAMILY AND MEDICAL LEAVE ACT**

The Board of Education, in accordance with the Family and Medical Leave Act of 1993 (as amended) (FMLA), gives "eligible" employees of the District the right to take unpaid leave for a period of up to twelve (12) workweeks in a twelve-month period as determined by the District.

*The School District must compute the time frame of the twelve (12) month period for which FMLA leave is being requested.

*The District uses a "rolling" twelve (12) month period measured backward from the date of any FMLA leave usage as its method for calculating the leave year period for the commencement of the FMLA leave period. In certain cases, FMLA leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.

Employees are "eligible" if they have been employed by the District for at least twelve (12) months and for at least 1,250 hours of service during the previous twelve-month period. Full-time teachers are deemed to meet the 1,250 hour test. However, a break in employment for military service (i.e., call to active duty) should not interrupt the twelve (12) month/1,250 hours of employment requirement and should be counted toward fulfilling this prerequisite. The law covers both full-time and part-time employees.

Qualified employees may be granted leave for one (1) or more of the following reasons:

- a) The birth of a child and care for the infant;
- b) Adoption of a child and care for the infant;
- c) The placement with the employee of a child in foster care;
- d) To care for a spouse, child or parent who has a "serious health condition" as defined by the FMLA; and/or
- e) A "serious health condition" of the employee, as defined by the FMLA, that prevents the employee from performing his/her job. A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider that renders the employee incapacitated for more than three (3) consecutive calendar days and where the employee is required to see the health care provider at least twice. A "serious health condition" is also defined as any period of incapacity related to pregnancy or for prenatal care.

Personnel**SUBJECT: FAMILY AND MEDICAL LEAVE ACT (continued)****Military Family Leave Entitlements**Military Caregiver Leave

An eligible employee who is the spouse, son, daughter, parent, or next of kin (defined as the nearest blood relative of that individual) of a "covered service member" who is recovering from a serious illness or injury sustained in the line of duty while on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. This military caregiver leave is available during a single 12-month period during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave. Military Caregiver Leave may be combined with other forms of FMLA-related leave providing a combined total of twenty-six (26) weeks of possible leave for any single twelve (12) month period; however, the other form of FMLA leave when combined can not exceed twelve (12) of the twenty-six (26) weeks of combined leave.

Military Caregiver Leave has a set "clock" for calculating the twelve (12) month period for when FMLA leave begins and tolling starts at the first day of leave taken.

The term "covered service member" means a member of the Armed Forces, including a member of the National Guard or Reserves.

"Qualifying Exigency" Leave/Call to Active Duty

An "eligible" employee is entitled to FMLA leave because of "a qualifying exigency" arising out of circumstances where the spouse, son, daughter, or parent of the employee is serving in either the National Guard or the Reserves and is on active duty during a war or national emergency called for by the President of the United States or Congress, or has been notified of an impending call to active duty status, in support of a contingency operation.

A "qualifying exigency" related to families of the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve personnel on (or called to) active duty to take FMLA protected leave to manage their affairs is defined as any one of the following reasons:

- a) Short-notice deployment;
- b) Military events and related activities;
- c) Childcare and school activities;
- d) Financial and legal arrangements;
- e) Counseling;
- f) Rest and recuperation;

Personnel**SUBJECT: FAMILY AND MEDICAL LEAVE ACT (continued)**

- g) Post-deployment activities; and
- h) Any additional activities where the employer and employee agree to the leave.

In any case in which the necessity for leave due to a qualifying exigency is foreseeable, the employee shall provide such notice to the employer as is reasonable and practicable. This military-related leave is for up to twelve (12) weeks during a single 12-month period.

Medical Treatment for Serious Health Conditions

The first visit to a health care provider for an employee claiming a "serious health condition" under FMLA must occur within seven (7) days of the aforementioned incapacity with the second required visit occurring within thirty (30) of the incapacitating event.

If the employee claiming FMLA under the "serious health condition" rationale is sustaining continuous treatment, their first visit to a health care provider must take place within seven (7) days of the claimed incapacitating event.

Chronic "serious health conditions" require periodic visits; the employee must see a health care provider a minimum of two (2) times per year.

Implementation/Benefits/Medical Certification

At the Board of Education's or employee's option, certain types of paid leave may be substituted for unpaid leave.

An employee on FMLA leave is also entitled to have health benefits maintained while on leave. If an employee was paying all or part of the premium payments prior to leave, the employee will continue to pay his/her share during the leave period.

In most instances, an employee has a right to return to the same position or an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave.

The Board of Education has a right to thirty (30) days advance notice from the employee where practicable. In addition, the Board may require an employee to submit certification from a health care provider to substantiate that the leave is due to the "serious health condition" of the employee or the employee's immediate family member. Under no circumstance should the employee's direct supervisor contact any health care provider regarding the employee's condition; all contact in this manner must be made by a health care provider (employed at the employer), a human resource professional, a leave administrator or a management official. If the medical certification requested by the employer is found to be deficient, the employer must indicate where the errors are, in writing, and give the employee seven (7) days to provide corrected materials to cure any deficiency prior to any action being taken.

Personnel**SUBJECT: FAMILY AND MEDICAL LEAVE ACT (continued)****Special Provisions for School District Employees**

An instructional employee is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting (e.g., teachers, coaches, driving instructors, special education assistants, etc.). Teaching assistants and aides who do not have instruction as the principal function of their job are not considered an "instructional employee."

Intermittent Leave Taken By Instructional Employees

FMLA leave that is taken at the end of the school year and resumes at the beginning of the next school year is not regarded as intermittent leave but rather continuous leave. The period in the interim (i.e., summer vacation) is not counted against an employee and the employee must continue to receive any benefits that are customarily given over the summer break.

Intermittent leave may be taken but must meet certain criteria. If the instructional employee requesting intermittent leave will be on that leave for more than twenty percent (20%) of the number of working days during the period for which the leave would extend, the following criteria may be required by the employer:

- a) Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- b) Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

Appropriate notice for foreseeable FMLA leave still applies and all employees must be returned to an equivalent position within the school district. Additional work-related certifications, requirements and/or training may not be required of the employee as a contingent of their return to work

Leave Taken by Instructional Employees Near the End of the Instructional Year

There are also special requirements for instructional employees taking leave and the leave's relation to the end of the term. If the instructional employee is taking leave more than five (5) weeks prior to the end of the term, the District may require that the employee take the leave until the end of the term if the leave lasts more than three (3) weeks and the employee was scheduled to return prior to three (3) weeks before the end of the term.

If the instructional employee is taking leave less than five (5) weeks prior to the end of the term for any of the following FMLA-related reasons except qualifying exigency, the District may require that the employee remain out for the rest of the term if the leave lasts

Personnel**SUBJECT: FAMILY AND MEDICAL LEAVE ACT (continued)**

more than two (2) weeks and the employee would return to work during that two (2) week period at the end of the instructional term.

If the instructional employee begins taking leave during the three (3) weeks prior to the end of the term for any reason except qualifying exigency, the District may require that the employee continue leave until the end of the term if the leave is scheduled to last more than five (5) working days.

Any additional time that is required by the employer due to the timing of the end of the school year, will not be charged against the employee as FMLA leave because it was the employer who requested that the leave extend until the end of the term.

FMLA Notice

A notice which explains the FMLA's provisions and provides information concerning the procedures for filing complaints of violations of the FMLA shall be posted in each school building and a notice of an employee's FMLA rights and responsibilities shall be either placed in the employee handbook of the employer or furnished to each new employee upon hire. The employer has five (5) days to supply such notice from the date of hire.

Administration is directed to develop regulations to implement this policy, informing employees of their rights and responsibilities under the FMLA.

Ref.: Family and Medical Leave Act of 1993 (as amended), Public Law 103-3
National Defense Authorization Act of 2008, Public Law 110-181
10 United States Code (USC) 101(a) (13)
29 Code of Federal Regulations (CFR) Part 825
Section 585 (a) of the National Defense Authorization Act

First Reading: April 13, 2010
Second Reading: May 3, 2010

Personnel

SUBJECT: LEAVES OF ABSENCE

- a) In general, leaves of absence:
1. Shall be administered by the Superintendent.
 2. The Board reserves the right to grant leaves of absence for purposes or under conditions not contemplated or considered in the policy statement.
 3. Under laws and rules governing such action, the Board may undertake appropriate disciplinary action where a leave of absence is falsely requested or improperly used.
 4. Except by permission of the Superintendent, as expressed in writing, the purpose or conditions of a leave of absence may not be altered.
- b) Leaves of absence, contractual, et al:
1. Employees who are members of a negotiating unit:
Authorization is granted to approve requests for leaves of absence submitted pursuant to provisions of contracts in effect between the District and each bargaining unit.
 2. Employees who are not members of a negotiating unit:
Authorization is granted to approve requests for leaves of absence submitted by such employees where such requests are consistent with provisions of contracts in effect between the District and the bargaining unit most compatible with the employment status of the employee.
 3. Employees who are under contract to the District:
Authorization is granted to implement provisions for leaves of absence contained in each such contract.
- c) Leaves of absence, unpaid, not covered in b) 1. above:
1. Subject to limitations enumerated in this policy statement, authorization is granted for the following unpaid leaves of absence.
 2. Unpaid leaves of absence shall not be used to extend vacation periods, to take vacations, to engage in other occupations, or to provide additional personal leaves, except that the Superintendent shall have discretion, where circumstances warrant, to approve leaves of absence for such purposes.

Continued

Personnel

SUBJECT: LEAVES OF ABSENCE (continued)

3. Except where it interferes with an employee's legal or contractual rights, the timing of unpaid leaves of absence will be granted at the convenience of the District.

d) Other leaves of absence:

1. Emergency Service Volunteer Leave

Upon presentation of a written request from the American Red Cross and with the approval of the Superintendent, employees certified by the American Red Cross as disaster volunteers shall be granted leave from work with pay for up to twenty (20) days in any calendar year to participate in specialized disaster relief operations. This leave shall be provided without loss of seniority, compensation, sick leave, vacation leave or other overtime compensation to which the volunteer is otherwise entitled.

2. Screenings for Breast Cancer and Prostate Cancer

Employees shall be granted up to four (4) hours of leave on an annual basis to undertake a screening for breast cancer; employees shall be granted up to four (4) hours of leave on an annual basis to undertake a screening for prostate cancer (i.e., male employees are entitled to a total of eight (8) hours for both screenings). This leave shall be excused leave and shall not be charged against any other leave to which the employee is entitled.

3. Blood donation

Employees desiring to make blood donations shall be granted three (3) hours of leave in any twelve (12) month period. The leave may not exceed three (3) hours unless agreed to by the Superintendent/designee. Additional leaves for the purpose of blood donation under any other provision of law shall not be prevented.

4. Bone Marrow donation

Employees seeking to undergo a medical procedure to donate bone marrow shall be granted leaves to do so, the combined length of the leaves to be determined by the physician, but may not exceed twenty-four (24) work hours unless agreed to by the Superintendent/designee. The District shall require verification for the purpose and length of each leave requested by the employee for this purpose.

Continued

Personnel

SUBJECT: LEAVES OF ABSENCE (continued)

e) Other Leaves

1. Nursing Mothers

The District shall provide reasonable unpaid break time or permit the use of paid break time or meal time each day to allow an employee to express breast milk for her nursing child for up to three (3) years following child birth. The District shall make reasonable efforts to provide a room or other location in close proximity to the work area where the nursing mother can express milk in privacy.

2. Military Leave

The District will comply with state and federal laws regarding military leave and re-employment.

Leaves of absence for military spouses are granted in accordance with law and are unpaid.

Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 United States Code

(USC) Sections 4301-4333

Civil Service Law Sections 71-73, 159-b and 159-c

Education Law Sections 1709(16), 3005, 3005-a and 3005-b

General Municipal Law Section 92-c

Labor Law Sections 202-a, 202-c, 202-i and 202-j

Military Law Sections 242 and 243

First Reading: April 13, 2010

Second Reading: May 3, 2010

Adoption Date

SUBJECT: EMPLOYEE MEDICAL EXAMINATIONS**Pre-employment Medical Examinations**

In accordance with the Americans with Disabilities Act, as amended, the School District shall not require applicants for positions to undergo a medical examination prior to an offer of employment. Further, the District will shall not make inquiries of a job applicant as to whether the applicant is an individual with a disability or as to the nature or severity of a disability.

However, the District may make pre-employment inquiries into the ability of an applicant to perform job-related functions.

Employment Examinations

All bus drivers and substitute bus drivers and each vendor/contract bus company shall ensure that its bus drivers and substitute bus drivers shall have yearly physical examinations. Each bus driver initially employed by the School District or vendor/contract bus company shall have a physical examination within the four (4) weeks prior to the beginning of service. In no case shall the interval between physical examinations exceed a thirteen-month period. All food service employees shall have a physical examination prior to serving in the position and have yearly physical examinations thereafter.

The Board reserves the right to request a medical examination at any time during employment, at School District expense, in order to determine whether any employee can perform the essential functions of the position with or without reasonable accommodation.

Annual or more frequent examinations of any employee may be required, when, in the judgment of the school physician/nurse practitioner and the Superintendent, such procedure is deemed necessary.

The final acceptance or rejection of a medical report with reference to the health of an employee lies within the discretion of the Board. The decision of the physician designated by the Board as the determining physician shall take precedence over all other medical advice.

All medical and health related information will be kept in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

SUBJECT: EMPLOYEE MEDICAL EXAMINATIONS (continued)

Examinations and Inquiries

Acceptable

The District may conduct voluntary medical examinations, including voluntary medical histories, which are part of an employee health program available to employees at that work site. The district may make inquiries into the ability of an employee to perform job-related functions.

Prohibited

The District shall not require a medical examination and shall not make inquiries as to whether such employee is an individual with a disability or as to the nature or severity of the disability, unless the examination or inquiry is shown to be job related and consistent with business necessity.

Americans with Disabilities Act Amendments Act (ADAAA) of 2008, Public Law 110-325
Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191
45 Code of Federal Regulations (CFR) Parts 160 and 164
Education Law Sections 913 and 3624
8 New York Code of Rules and Regulations (NYCRR) Section 156.3(2)
10 New York Code of Rules and Regulations (NYCRR) Part 14
15 New York Code of Rules and Regulations (NYCRR) Part 6

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