

**LONG BEACH PUBLIC SCHOOLS**  
**Long Beach, NY**

September 14, 2021

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 three (3) 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.

Please note that masks will be required. Also, please be reminded that current CDC guidelines recommend social distancing of six feet between members not of the same household.

Sincerely,

Your Board of Education

**BOARD OF EDUCATION  
LONG BEACH PUBLIC SCHOOLS  
LIDO ELEMENTARY SCHOOL MULTIPURPOSE ROOM  
Tuesday, September 14, 2021**

**AGENDA**

**REGULAR MEETING**

**7:00 PM**

- I. Pledge of Allegiance/Call to Order/Opening Remarks – Board President
- II. Report of the Superintendent of Schools
  - Report of Committee Work
- III. Board of Education Comments
- IV. Student Organization Announcements
- V. Questions and Comments from the Public on Tonight’s Agenda Only
- VI. Treasurer’s Report for July 2021
- VII. Approval of Minutes for Executive Session and Regular Meeting of August 24, 2021
- VIII. Presentations of the Superintendent:
  1. Personnel Matters: Certificated
  2. Personnel Matters: Non-Certificated
  3. Acceptance of NYSED School Comprehensive Education Plan 2021-22
  4. Acceptance of NYSED District Comprehensive Improvement Plan 2021-22
  5. Waiver and Adoption of Revised Policy #5512 Bidding Requirements
  6. Waiver and Adoption of Revised Policy #3280 Public Use of School Facilities
  7. Adoption of Policy #3421 Title IX and Sex Discrimination
  8. Adoption of Policy #8130 Equal Education Opportunities
  9. Approval of Agreement – Adelphi University Diversity Certificate Program
  10. Award of Bids
  11. Acceptance of Donation
  12. Approval of Disposition of Obsolete Equipment
  13. Acceptance of Recommendations of CPSE/CSE
  14. Payment of Legal Bills: Legal Services
  15. Approval of Use of Schools Applications
- IX. Board of Education – Additional New/Old Business if any
- X. Questions and Comments from the Public
- XI. Announcements:
  1. Long Beach Classroom Teachers’ Association
  2. Administrative, Supervisory and PPS Group
  3. LBSEA -Long Beach Schools Employees’ Association – Group C
  4. Parent/Teacher Association
- XII. Adjournment

## 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) Resignations

Name: Patricia Matthews  
Assign./Loc. Part Time Teacher Assistant/LBHS  
Effective Date: August 25, 2021

Name: Regina Dibono  
Assign./Loc. Special Education Teacher/LBMS  
Effective Date: August 31, 2021

Name: Janna James  
Assign./Loc. Family and Consumer Science Teacher/LBHS  
Effective Date: September 9, 2021 close of day

Name: Richard McCaw  
Assign./Loc. Full Time Teacher Assistant/LBHS  
Effective Date: September 9, 2021 close of day

#### (b) Recissions

Name: Christopher McGorty  
Assign./Loc. Permanent Substitute Teacher/LBHS  
Effective Date: August 27, 2021

Name: Jenna Ciuzio  
Assign./Loc. Permanent Substitute Teacher/Lido School  
Effective Date: August 27, 2021

Name: Julia Morse  
Assign./Loc. Part Time Teacher Assistant/Lido School  
Effective Date: August 30, 2021

Name: Mary DeLalla  
Assign./Loc. Permanent Substitute Teacher/West School  
Effective Date: September 1, 2021

Name: Frank Lettieri  
Assign./Loc. JV Softball Coach  
Effective Date: 21/22 school year

**I. CERTIFICATED PERSONNEL**

**(c) Leaves of Absence**

Name: Lorraine Levchenko  
Assign./Loc. Art Teacher/LBHS  
Effective Dates: October 29, 2021-January 28, 2022 (on or about)  
Reason: Maternity/FMLA

Name: Casey Roesch  
Assign./Loc. Part Time Teacher Assistant/LBHS  
Effective Dates: September 1, 2021-December 31, 2021 (or earlier at the district's discretion)  
Reason: Medical

Name: Danielle Lopez  
Assign./Loc. Elementary Teacher/Lindell School  
Effective Dates: November 26, 2021-January 10, 2022 (on or about)  
Reason: Maternity/FMLA

Name: Megan Lyons  
Assign./Loc. Part Time Pre K Teacher/Lido School  
Effective Dates: September 29, 2021-November 10, 2021 (on or about)  
Reason: Maternity

Name: Mary Beth Uehlinger  
Assign./Loc. Part Time Teacher Aide/LBHS  
Effective Dates: September 1, 2021-June 30, 2021 (or earlier at the district's discretion)  
Reason: Medical

Name: Laina Beale  
Assign./Loc. Mathematics Teacher/LBHS  
Effective Dates: October 8, 2021-January 7, 2022 (on or about)  
Reason: Maternity/FMLA

Name: Theresa Mazzeo  
Assign./Loc. Part Time Teacher Assistant/Lido School  
Effective Dates: September 22, 2021-October 29, 2021  
Reason: Family Illness

**I. CERTIFICATED PERSONNEL**

**(d) Appointment: Regular Substitute Reading Teacher**

Name: Kelly Mendoza  
Assign./Loc: Regular Substitute Reading Teacher/West School  
Certification: Professional Literacy Birth-Grade 6  
Permanent Pre K-6  
Professional Students with Disabilities 1-6  
Professional Students with Disabilities Birth-Grade 2  
Initial School Building Leader  
Effective Dates: September 1, 2021-June 30, 2022 (or earlier at the district's discretion)  
Tenure Area: Reading  
Salary Classification: MA+40/Step 2 (\$77,585 per annum)-subject to negotiations  
Reason: To fill a vacancy

**(e) Appointment: Regular Substitute Special Education Teacher**

Name: Julie Braddish  
Assign./Loc: Regular Substitute Special Education Teacher/LBHS  
Certification: Permanent Special Education  
Effective Dates: September 9, 2021-June 30, 2022 (or earlier at the district's discretion)  
Tenure Area: Reading  
Salary Classification: MA/Step 2 (\$72,179 per annum)-subject to negotiations  
Reason: To fill a vacancy

**(f) Appointment: Permanent Substitute Teachers**

Name: Devin Thelemann  
Assign./Loc.: Permanent Substitute Teacher/LBMS  
Certification: Initial Mathematics 7-12  
Effective Dates: October 1, 2021-June 15, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$227.12\* per day (no medical insurance coverage)  
Reason: Annual appointment  
\*Subject to negotiations

Name: Keely McEachern  
Assign./Loc.: Permanent Substitute Teacher/Lido School  
Certification: Initial Childhood Education 1-6  
Initial Early Childhood Education B-2  
Effective Dates: October 8, 2021-June 23, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$171.09\* per day (family medical insurance coverage)  
Reason: Annual appointment  
\*Subject to negotiations

**I. CERTIFICATED PERSONNEL**

**(g) Appointment: Part Time Special Education Teacher (.1)**

Name: Richard Rogers  
Assign./Loc: Part Time Special Education Teacher (.1)/LBHS  
Certification: Professional Students with Disabilities 7-12  
Professional Social Studies 7-12  
Initial School Building Leader  
Effective Dates: September 9, 2021-June 30, 2022 (or earlier at the district's discretion)  
Salary Classification: 0.1 of MA+80/Step 12 (\$11,562 per annum)-subject to negotiations  
Reason: To meet a district need  
Comment: Continues in full time position

**(h) Appointment: Part Time Family and Consumer Science Teacher (.1)**

Name: Scott Brecher  
Assign./Loc: Part Time Family and Consumer Science Teacher (.1)/LBHS  
Certification: Professional Family and Consumer Science  
Professional Health  
Effective Dates: September 9, 2021-June 30, 2022 (or earlier at the district's discretion)  
Salary Classification: 0.1 of MA+80/Step 14 (\$12,089 per annum)-subject to negotiations  
Reason: To meet a district need  
Comment: Continues in full time position

**(i) Appointment Part Time Teacher Assistants 17.5 hours per week September 1, 2021 through June 24, 2022 (or earlier at the district's discretion). Rate according to contract.**

Name	Step	Rate	Location	Reason
Lakesha Wilson	7	23.04	LBHS	CSE
Dariel Chernoff	4	20.63	Lido School	Program
Carly Pagliarulo	2	19.02	Lido School	CSE

**(j) Appointment: Interscholastic Coaches for the 21/22 school year-\* subject to negotiations**

Position	Coach	Stipend
Varsity Hockey	Michael Medrano	3933*
Varsity Hockey	Robert Carson	3933*
Junior Varsity Hockey	Bryan Rosen	3933*

**(k) The following Per Diem Substitute Teacher is recommended for approval for the 2021-2022 school year**

Jessica Mason Permanent ESL

**II. NON CERTIFICATED PERSONNEL**

**(a) Amended Resignation for the Purpose of Retirement**

Name: Paul Contratti  
Assign./Loc. Groundskeeper/Buildings and Grounds  
Effective Date: September 29, 2021 close of day

**(b) Resignation for the Purpose of Retirement**

Name: David Henry  
Assign./Loc. Custodian/Administration Building/Nike  
Effective Date: September 30, 2021 close of day

**(c) Resignations**

Name: Jill Rehnback  
Assign./Loc. Data Specialist/LBMS  
Effective Date: August 24, 2021

Name: Rhonda Kugelman  
Assign./Loc. Part Time Building Aide/West School  
Effective Date: August 31, 2021

Name: Frank Haggerty  
Assign./Loc. Part Time Lunch Aide/Lido School  
Effective Date: September 13, 2021

**(d) Recissions**

Name: Shannon Foster  
Assign./Loc. Part Time Teacher Aide/Lindell School  
Effective Date: August 30, 2021

Name: Kaitlyn Spinelli  
Assign./Loc. Part Time Teacher Aide/East School  
Effective Date: August 31, 2021

Name: Darin Frank  
Assign./Loc. Part Time Teacher Aide/LBMS  
Effective Date: September 2, 2021

Name: Gloribel Orellana  
Assign./Loc. Part Time Lunch Aide/Lindell School  
Effective Date: September 2, 2021

Name: Jack Bade  
Assign./Loc. Part Time Teacher Aide/LBHS  
Effective Date: September 10, 2021

**II. NON CERTIFICATED PERSONNEL**

**(e) Leave of Absence**

Name: Erin Gabriel  
Assign./Loc.: Part Time Teacher Aide/East School  
Effective Dates: September 1, 2021-June 30, 2022 (or earlier at the district's discretion)  
Reason: Medical

**(f) Amended Appointment: Probationary Assistant Bus Dispatcher (12 months)**

Name: Cindy Zarate  
Assign./Loc.: Assistant Bus Dispatcher (12 months)/Transportation Department  
Effective Date: September 15, 2021  
Probationary End Date: September 14, 2022

**(g) Appointment: Probationary Groundskeeper**

Name: Miguel Arroyo  
Assign./Loc.: Groundskeeper/Buildings and Grounds  
Effective Date: September 24, 2021  
Probationary End Date: September 23, 2023  
Salary Classification: \$85,920 per annum  
Grade/Step: Grade II/Step 30  
Reason: To fill a vacancy  
Comment: Resigns cleaner appointment

**(h) Appointment: Probationary Cleaner-Nights**

Name: Michael Canepa  
Assign./Loc.: Cleaner-Nights/TBD  
Effective Date: September 24, 2021  
Probationary End Date: September 23, 2025  
Salary Classification: \$36,929 per annum  
Grade/Step: Grade I/Step 1  
Reason: To fill a vacancy

**II. NON CERTIFICATED PERSONNEL**

**(i) Appointment: Probationary Data Specialists (10 months)**

Name: Sandra Yanowitch  
 Assign./Loc.: Data Specialist 10 months/LBMS  
 Effective Date: September 1, 2021  
 Probationary End Date: August 31, 2022  
 Salary Classification: \$31,013 per annum  
 Grade/Step: Grade I/Step 5  
 Reason: To fill a vacancy  
 Comment: Rescind temporary appointment

Name: Allison Deely  
 Assign./Loc.: Data Specialist 10 months/Lido School  
 Effective Date: September 1, 2021  
 Probationary End Date: August 31, 2022  
 Salary Classification: \$31,013 per annum  
 Grade/Step: Grade I/Step 5  
 Reason: To fill a vacancy

**(j) Appointment: Full Time Food Service Cook Manager**

Name: Mary O'Farrell  
 Assign./Loc.: Full Time Food Service Cook Manager/LBHS  
 Effective Date: September 1, 2021  
 Prob End Date: September 1, 2025  
 Salary Classification: \$29,551 per annum  
 Grade/Step: Grade IV/Step 2  
 Reason: To fill a vacancy

**(k) Appointment Part Time Aides 17.5 hours per week Start Date through June 24, 2022 (or earlier at the district's discretion). Rate according to contract.**

Name	Step	Rate	Location	Reason	Start Date
Alexi Lopez	2	17.84	Lindell School	504	9/1/21
Sydney Dreyfus <i>*Rescind Teacher Assistant position</i>	1	17.09	LBMS	CSE	9/1/21
Jessica Wallace	1	17.09	Lido School	CSE	9/1/21
Fallon Haggerty	1	17.09	Lindell School	CSE	9/9/21
Sarah Franzino	1	17.09	Lido School	CSE	9/1/21
Tiffany Ortiz	1	17.09	East School	CSE	10/1/21

**II. NON CERTIFICATED PERSONNEL**

**(l) Appointment: Part Time Food Service Workers (17.5 hours per week)**

Name: Maria Sanchez  
Assign./Loc.: Part Time Food Service Worker/East School  
Effective Date: September 1, 2021  
Salary Classification: \$15.77 per hour  
Grade/Step: Grade I/Step 6  
Reason: To fill a vacancy

Name: Colleen Leavy  
Assign./Loc.: Part Time Food Service Worker/LBMS  
Effective Date: September 1, 2021  
Salary Classification: \$15.77 per hour  
Grade/Step: Grade I/Step 6  
Reason: To fill a vacancy

Name: Monica Hamilton  
Assign./Loc.: Part Time Food Service Worker/LBHS  
Effective Date: September 1, 2021  
Salary Classification: \$15.77 per hour  
Grade/Step: Grade I/Step 6  
Reason: To fill a vacancy

**(m) Appointment: Part Time Lunch Aides (15 hours per week)**

Name: Matthew Maquet  
Assign./Loc.: Part Time Lunch Aide/Lido School  
Effective Date: September 9, 2021  
Salary Classification: \$15.07 per hour  
Grade/Step: Grade I/Step 1  
Reason: To fill a vacancy

Name: Angelique Hall  
Assign./Loc.: Part Time Lunch Aide/Lido School  
Effective Date: September 9, 2021  
Salary Classification: \$15.07 per hour  
Grade/Step: Grade I/Step 1  
Reason: To fill a vacancy

Name: Elliot Carbone  
Assign./Loc.: Part Time Lunch Aide/Lindell School  
Effective Date: September 9, 2021  
Salary Classification: \$15.07 per hour  
Grade/Step: Grade I/Step 1  
Reason: To fill a vacancy

II. NON CERTIFICATED PERSONNEL

- (n) Approval of Personnel for 2021-2022 Continuing Education Program  
Classes implemented only if there is sufficient enrollment. Each class is self-sustaining, subject to satisfactory performance.

Instructor	Course	Hours	Hourly Rate	Maximum
Friendly Alexis	Understanding your Apple iphone Understanding Social Media	45	40.00	1,800.00
Michael Derenze	Pickleball/Tennis Various levels	128	30.00	3,840.00
Cornelius Dugan	Men's Basketball	72	30.00	2,160.00
Annick Duignan	Navigating Teen Years with your Child What is Next for You	20	30.00	600.00
Lawrence Gerstman	Space Astronomy Age	24	30.00	720.00
Rosa Maria Goeller	Mexican Cooking	16	30.00	480.00
Stefani Jarrett	Art Class	32	30.00	960.00
Daniel Mazzola	Behaviors That Harm Investors Smarter Social Security	8	46.67	373.36
Runnie Myles	Intro to Spanish & Latin Culture Part I & II	30	30.00	900.00
Christopher Spinner	Intro to Computers Beginner Tennis	18 18	40.00 30.00	720.00 540.00
John Whelan	Adult Swim	60	30.00	1,800.00
Todd Wright	Figure Drawing and Anatomy	24	30.00	720.00
Cindy Zarate	Volleyball	32	30.00	960.00

Office Staff

Name	Position	Hours	Hourly Rate	Maximum
Rosa Maria Goeller	Clerical- continuing education	100	15.00	1,500.00
Gloria Tedesco	Clerical- continuing education	375	20.00	7,500.00

**II. NON CERTIFICATED PERSONNEL**

- (o) **The following Per Diem Substitutes are recommended for approval for the 2021-2022 school year.**

<b>Name</b>	<b>Position</b>
Cody Werner	Lunch Aide
Patricia Matthews	Teacher Assistant

(p) **Completion of Probationary Appointments**

The staff members listed below have completed their probationary appointments and have received a satisfactory evaluation and are hereby recommended for permanent appointment.

Name:	Thelma Morton
Assign./Loc.:	Bus Driver/Transportation Department
Effective Date:	September 15, 2021

Name:	Veronica Dale
Assign./Loc.:	Bus Driver/Transportation Department
Effective Date:	September 15, 2021

**3. ACCEPTANCE OF NYSED DISTRICT COMPREHENSIVE IMPROVEMENT PLAN 2021-22**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts the NYSED District Comprehensive Improvement Plan 2021-22.

**4. ACCEPTANCE OF NYSED SCHOOL COMPREHENSIVE PLAN 2021-22**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts the NYSED School Comprehensive Plan 2021-22 for Long Beach Middle School.

**5. WAIVER AND ADOPTION OF REVISED POLICY #5512 BIDDING REQUIREMENTS**

**WHEREAS**, it is the customary practice of the Board of Education to have three readings of a policy prior to its adoption; and

**WHEREAS**, the Board wishes to adopt required revisions to Policy #5512 Bidding Requirements on an expedited basis so that such policy will be effective immediately;

**THEREFORE, BE IT RESOLVED** that the Board of Education hereby waives the Board's customary practice of three readings prior to the adoption of revised policy and adopts Policy #5512 Bidding Requirements, incorporated by reference in the minutes of this meeting, after discussion and reading at one Board meeting.

**6. WAIVER AND ADOPTION OF REVISED POLICY #3280 PUBLIC USE OF SCHOOL FACILITIES**

**WHEREAS**, it is the customary practice of the Board of Education to have three readings of a policy prior to its adoption; and

**WHEREAS**, the Board wishes to adopt revisions to Policy #3280 Public Use of School Facilities on an expedited basis so that such policy will be effective immediately;

**THEREFORE, BE IT RESOLVED** that the Board of Education hereby waives the Board's customary practice of three readings prior to the adoption of revised policy and adopts Policy #3280 Public Use of School Facilities, incorporated by reference in the minutes of this meeting, after discussion and reading at one Board meeting.

**7. ADOPTION OF POLICY #3421 TITLE IX AND SEX DISCRIMINATION**

**8. ADOPTION OF POLICY #8130 EQUAL EDUCATIONAL OPPORTUNITIES**

**9. APPROVAL OF AGREEMENT – ADELPHI UNIVERSITY DIVERSITY CERTIFICATE PROGRAM**

**WHEREAS**, the Long Beach City School District ("District") desires to enter into an agreement with Adelphi University to conduct a Diversity Certificate Program for the District for the 2021-2022 school year;

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the agreement with Adelphi University the amount of \$30,000 to conduct a Diversity Certificate Program for the District for the 2021-2022 school year;

**BE IT FURTHER RESOLVED**, that the Board of Education hereby authorizes the District Assistant Superintendent for Finance and Operations to execute said agreement with Adelphi University on its behalf.

## 10. AWARD OF BIDS

### A) AWARD OF BID #592-2021 CUSTOM WALL GRAPHIC/DECAL & INSTALLATION

**WHEREAS**, the District placed a legal notice advertising a bid for Custom Wall Graphic/Decal & Installation in the official district papers on August 19, 2021, and provided bid documents to ARC Document Solutions, Trophy Hut and Trimark; and

**WHEREAS**, the District, in accordance with Article 5-A of the General Municipal Law, invited bids on Custom Wall Graphic/Decal & Installation, which bids were opened publicly on September 2, 2021; and

**WHEREAS**, ARC Document Solutions was the lowest priced responsible bidder (see below) on the Custom Wall Graphic/Decal & Installation bid;

Company	Bid Total
ARC Document Solutions	\$5,845.00
71 Visuals	\$9,255.00
Trophy Hut	\$9,550.00
Trimark	\$27,650.00

**THEREFORE, BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby determines that ARC Document Solutions was the lowest priced responsible bidder on the Custom Wall Graphic/Decal & Installation bid and approves the award of the Custom Wall Graphic/Decal & Installation contract to ARC Document Solutions and authorizes the District Assistant Superintendent for Finance and Operations to execute said agreement on its behalf.

### B) AWARD OF BID 5729-2021 TORCHMATE 4400 PLASMA CUTTING MACHINE

**WHEREAS**, the District placed a legal notice advertising a bid for a Torchmate 4400 Cutting Machine in the official district papers on August 5, 2021, and provided bid documents to Taza, Robinson's and Techno CNC; and

**WHEREAS**, the District, in accordance with Article 5-A of the General Municipal Law, invited bids on a Torchmate 4400 Cutting Machine which bids were opened publicly on August 17, 2021; and

**WHEREAS**, Taza was the lowest priced responsible bidder (see below) on the Torchmate 4400 Cutting Machine;

Company	Bid Total	Note
Techno CNC	\$31,310.00	Not a Torchmate machine (as specified)
<b>Taza</b>	<b>\$32,786.00</b>	
Robinson's	\$37,176.82	

**THEREFORE, BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby determines that Taza was the lowest priced responsible bidder on the Torchmate 4400 Cutting Machine and approves the award of the Torchmate 4400 Cutting Machine contract to Taza, and authorizes the District Assistant Superintendent for Finance and Operations to execute said agreement on its behalf.

**C) AWARD OF BID #803-2021 PARTY TENT & ACCESSORIES**

**WHEREAS**, the District placed legal notice advertising a bid for Party Tent and Accessories in the official district papers on September 9, 2021, and provided bid documents to TBD; and

**WHEREAS**, the District, in accordance with Article 5-A of the General Municipal Law, invited bids on Party Tent and Accessories which bids were opened publicly on September 14, 2021; and

**WHEREAS**, We TBD was the lowest priced responsible bidder (see below) on the Party Tent and Accessories bid;

**THEREFORE, BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby determines that TBD was the lowest priced responsible bidder on the Party Tent and Accessories bid and approves the award of the Party Tent and accessories contract to TBD, and authorizes the District Assistant Superintendent for Finance and Operations to execute said agreement on its behalf.

**11. ACCEPTANCE OF DONATION**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts a donation from Senator Todd Kaminsky of six new backpacks filled with school supplies and also accepts a donation of approximately twenty backpacks filled with school supplies from Nassau County Legislator Denise Ford and the Nassau County Police Benevolent Association.

**12. APPROVAL OF DISPOSITION OF OBSOLETE EQUIPMENT**

**BE IT RESOLVED** that, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the disposal of one (1) GBC Ultima laminator that has become obsolete.

**13. ACCEPTANCE OF RECOMMENDATIONS FROM THE COMMITTEE ON PRE-SCHOOL SPECIAL EDUCATION AND COMMITTEE ON SPECIAL EDUCATION**

**14. PAYMENT OF LEGAL BILLS: LEGAL SERVICES**

**A) VOLZ & VIGLIOTTA**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of

Education authorizes expenditures in the amount of \$4,583.33 to Volz & Vigliotta for the monthly retainer for general counsel legal services for the period of October 1, 2021 through October 31, 2021; \$282.00 for general counsel legal services for the period August 9, 2021 through September 7, 2021; \$3,458.33 for the monthly retainer for labor counsel legal services for the period of October 1, 2021 through October 31, 2021; and \$1,280.75 for labor counsel legal services for the period of August 5, 2021 through September 7, 2021.

**B) FRAZER & FELDMAN**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorized expenditures in the amount of \$1,630.04 to Frazer and Feldman for professional legal services for the period of May 1, 2021 through June 30, 2021 and \$12,218.64 for professional legal services for the period of June 1, 2021 through June 30, 2021.

**15. APPROVAL OF USE OF SCHOOLS APPLICATIONS**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the use of schools as attached, not to conflict with District events. However, please note that events may have to be modified and/or rescheduled based on building schedule.

**APPLICATIONS FOR USE OF SCHOOLS**

<u>Organization</u>	<u>Purpose</u>	<u>Facility Requested</u>	<u>Date Requested</u>
Long Beach Wrestling	Wrestling Tournaments	Middle School Wrestling Room	Sept. 9 – June 18, 2021 Various Dates 6:00pm – 9:00pm
Long Beach Wrestling	Wrestling Tournament	High School Gymnasium	Sunday December 5, 2021 7:00am – 3:00pm
Long Beach Wrestling	Wrestling Camp	High School Cafeteria, Gymnasium, Pool	June 27 – July 1, 2021 Mon - Fri 8:30am – 3:00pm
Beach Bombers	Baseball Travel Team Practice	Middle School Athl Fields 8, 9, 10	Mon – Sat Sept. 3 – Oct. 31, 2021 5:00pm – 8:00pm

Non-Instructional/Business Operations

**SUBJECT: BIDDING REQUIREMENTS**

General Municipal Law Section 103 requires that all purchase contracts in excess of ~~\$10,000~~ \$20,000 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 5410, 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: May 11, 2010  
Amended: September 14, 2021

## Community Relations

### **SUBJECT: PUBLIC USE OF SCHOOL FACILITIES**

The Board of Education recognizes that under the law it has discretion in authorizing use of a school building or grounds and in prescribing terms for said use.

School buildings and grounds may be used by Long Beach School District community groups for activities which are educational, social, recreational or civic in nature, primarily for the benefit of district residents and consistent with all applicable state laws. Any such use, however, shall not be deemed an endorsement of the activity or the purpose for which the facilities are used.

School buildings and grounds may be used by any responsible and properly organized Long Beach City School District community group. School buildings and grounds may also be used by any responsible and properly organized non-Long Beach City School District community group on a space-available basis if authorized by the Board of Education. Such groups shall be permitted to use school buildings and grounds for any of the following purposes:

- a) For instruction in any branch of education, learning or the arts;
- b) For holding social, civic and recreational meetings as well as entertainment and other uses pertaining to the welfare of the community; such meetings, entertainment and uses shall be non-exclusive and shall be opened to the general public;
- c) For meetings, entertainment and occasions where admission fees are charged, when the proceeds thereof are to be expended exclusively for an educational or charitable purpose, and not to be used for the gain of a particular organization or group. PTA, Veterans' organizations and volunteer firefighters or ambulance workers may be granted the use of school facilities, even though the admission fees will be devoted to the use of said organizations
- d) For recreation, physical training and athletics.

In compliance with Section 414, New York State Education Law, which confers certain rights and imposes certain responsibilities and limitations on Boards of Education regarding the use of school buildings, grounds and other properties, and realizing that the first responsibility of the Board of Education is the education of the children and the welfare of all residents of the school district, the following policy is adopted:

1. No organization is entitled, as a matter of right, to use of a school building or grounds.
2. The school facilities must be reserved first for the use of the children and all residents of the district.
3. The use of all school facilities during the summer months must terminate by the end of the third week in August so that the custodial staff may prepare schools for their re-opening in September.

Community Relations

**SUBJECT: PUBLIC USE OF SCHOOL FACILITIES**

4. Any groups that use school facilities must be non-exclusive and open to the general public.
5. The Board of Education reserves the right to revoke permission granted for the Use of School Facilities.
6. Responsibility for the preservation of order and protection of property must be assured by the organization of group using the facilities. The users must pay for any damages incurred from such use. The applicant is to report to the Director of Facilities such damage to the Chief Operating Officer for follow-up.
7. All functions attended by minors must be properly and adequately supervised or chaperoned.
8. The use of school facilities in the evening preceding a school day is discouraged by groups including students.
9. The use of school facilities in the evening must conclude, and all participants must leave the premises, by 9:30 p.m.
10. Admission fees may be charged only if the proceeds are to be used for educational, recreational and certain charitable purposes. Admission may not be restricted.
11. When any organization requests use of school facilities for a charity event, the organization must indicate anticipated amount of money to be donated and the percentage of funds raised to be donated.
12. Any fees must be paid in full in advance of the use of school facilities.
13. A signed agreement acknowledging adherence to the District's Code of Conduct is required.

The Superintendent shall prescribe regulations, subject to approval by the Board, for the use of any school facility and shall designate personnel as appropriate to schedule the use of school facilities and issue permits. Where the use of a particular facility is denied, approval for the use of an alternative facility on school property may be made.

The Superintendent has the right to request the following when an application is submitted:

1. Certificate of incorporation
2. Constitution of the organization
3. By-laws currently in effect
4. Names of officers
5. Written proof of liability insurance for no less than \$1,000,000 per incident
6. Payment in advance for all custodial, security, and related services required; and
7. Such additional documentation as may be necessary to evaluate the merits of the application.
8. Backup documentation relating to the use of any fees charged or fund raising conducted.
9. Other information as requested by the Superintendent.

Community Relations

**SUBJECT: PUBLIC USE OF SCHOOL FACILITIES**

All permits for the use of any school facility will be issued for specified hours, will be non-transferable and will be restricted to the specific purposes for which issued. The Superintendent may grant, revoke or modify any permit at any time and may make interim changes in the regulations in appropriate situations, but must tender notice to the Board.

Permanent changes in the regulations must be approved by the Board.

District facilities may be used by the Boy Scouts or other patriotic youth groups listed as a Patriotic Society in Title 36 of the U.S. Code to the same extent as other outside groups and in accordance with the law.

20 United States Code (USC)  
Section 7905 36 United States  
Code (USC) Subtitle II  
34 Code of Federal Regulations (CFR) Parts 108  
Educational Law Section 414

Adoption Date: April 24, 1990  
Amended: March 12, 1996  
Amended: November 10, 1998  
Amended: April 17, 2012  
Amended: May 25, 2017  
Amended: February 8, 2018  
Amended: September 14, 2021

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION****Overview**

The District is committed to creating and maintaining education programs and activities which are free from discrimination and harassment. This policy addresses complaints of sex discrimination, including sexual harassment, made under Title IX of the Education Amendments Act of 1972 and its implementing regulations (Title IX). It is just one component of the District's overall commitment to maintaining a discrimination and harassment-free educational and work environment.

Title IX prohibits discrimination on the basis of sex in any education program or activity operated by a district that receives federal financial assistance. As required by Title IX, the District does not discriminate on the basis of sex in its education programs and activities or when making employment decisions.

The District adopts this policy as part of its effort to provide for the prompt and equitable resolution of complaints of sex discrimination, including sexual harassment. The District will promptly respond to reports of sex discrimination, ensure that all investigations are conducted within a reasonably prompt time frame and under a predictable fair grievance process that provides due process protections to complainants and respondents, and impose sanctions and implement remedies when warranted.

Inquiries about this policy or the application of Title IX may be directed to the District's Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

**Scope and Application of Policy**

This policy is limited to addressing complaints of sex discrimination, including sexual harassment, that fall within the scope of Title IX which, among other things, has a specific definition of sexual harassment and applies only to sex discrimination occurring against a person in the United States. This policy applies to any individual participating in or attempting to participate in the District's education programs or activities including students and employees.

Other District policies and documents address sex-based misconduct and may have different definitions, standards of review, and grievance procedures. These documents must be read in conjunction with this policy as they may cover incidents of sex-based misconduct not addressed by Title IX.

If the allegations forming the basis of a formal complaint of sexual harassment, if proven, would constitute prohibited conduct under Title IX, then the grievance process outlined in this policy would be applied to the investigation and adjudication of all the allegations. Depending on the allegations, additional grievance procedures may apply.

The dismissal of a formal complaint of sexual harassment under Title IX does not preclude action under another related District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

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## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)****What Constitutes Sex Discrimination Including Sexual Harassment**

Title IX prohibits various types of sex discrimination including, but not limited to: sexual harassment; the failure to provide equal athletic opportunity; sex-based discrimination in a District's science, technology, engineering, and math (STEM) courses and programs; and discrimination based on pregnancy.

Under Title IX, sexual harassment includes conduct on the basis of sex that satisfies one or more of the following:

- a) An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
- b) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;
- c) Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
- d) Dating violence, meaning violence committed by a person:
  1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  2. Where the existence of such a relationship will be determined based on a consideration of the following factors:
    - (a) The length of the relationship;
    - (b) The type of relationship;
    - (c) The frequency of interaction between the persons involved in the relationship;
- e) Domestic violence, meaning felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

- f) Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
1. Fear for his or her safety or the safety of others; or
  2. Suffer substantial emotional distress.

**Title IX Coordinator**

\*The District has designated and authorized the following District employee(s) to serve as its Title IX Coordinator(s):

Michael I. DeVito, Esq.  
235 Lido Boulevard  
Lido Beach, NY 11561  
516-897-2090  
[mdevito@lbeach.org](mailto:mdevito@lbeach.org)

Michele Natali, Ed.D  
235 Lido Boulevard  
Lido Beach, NY 11561  
516-897-2112  
[mnatali@lbeach.org](mailto:mnatali@lbeach.org)

The Title IX Coordinator(s), who must be referred to as such, will coordinate the District's efforts to comply with its responsibilities under Title IX. However, the responsibilities of the Title IX Coordinator(s) may be delegated to other personnel.

Where appropriate, the Title IX Coordinator(s) may seek the assistance of the District's Civil Rights Compliance Officer(s) (CRCO(s)) and/or Dignity Act Coordinator(s) (DAC(s)) in investigating, responding to, and remedying complaints of sex discrimination, including sexual harassment.

**Reporting Allegations of Sex Discrimination**

Any person may report sex discrimination, including sexual harassment, regardless of whether they are the alleged victim or not. Reports may be made in person, by using the contact information for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. This report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

Reports of sex discrimination may also be made to any other District employee including a supervisor, building principal, or the District's CRCO. All reports of sex discrimination, including sexual harassment, will be forwarded to the District's Title IX Coordinator. Reports may also be forwarded to other District employees depending on the allegations.

All District employees who witness or receive an oral or written report of sex discrimination must immediately inform the Title IX Coordinator. Failure to immediately inform the Title IX Coordinator may subject the employee to discipline.

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

Making a report of sexual harassment is not the same as filing a formal complaint of sexual harassment. A formal complaint is a document either filed by a complainant or a parent or legal guardian who has a right to act on behalf of the complainant or signed by the Title IX Coordinator which alleges sexual harassment against a respondent and requests that the District investigate the allegations. While the District must respond to all reports it receives of sexual harassment, the Title IX grievance process is only initiated with the filing of a formal complaint.

In addition to complying with this policy, District employees must comply with any other applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*. This includes, but is not limited to, Policy #7550 -- Dignity for All Students (DASA) which requires District employees to make an oral report promptly to the Superintendent or principal, their designee, or the DAC not later than one school day after witnessing or receiving an oral or written report of harassment, bullying, and/or discrimination of a student. Two days after making the oral report, DASA further requires that the District employee file a written report with the Superintendent or principal, their designee, or the DAC.

If the Title IX Coordinator is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another Title IX Coordinator, if the District has designated another individual to serve in that capacity. If the District has not designated another Title IX Coordinator, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the Title IX Coordinator.

**Grievance Process for Complaints of Sex Discrimination Other than Sexual Harassment**

The District will provide for the prompt and equitable resolution of reports of sex discrimination other than sexual harassment. In responding to these reports, the Title IX Coordinator will utilize, as applicable, the grievance process set forth in Policy #3420 -- Non-Discrimination and Anti-Harassment in the District and any other applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

**Grievance Process for Formal Complaints of Sexual Harassment**

The District will respond to allegations of sexual harassment in a manner that is not deliberately indifferent whenever it has actual knowledge of sexual harassment in an education program or activity of the District. The District is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For purposes of reports and formal complaints of sexual harassment under Title IX, education program or activity includes locations, events, or circumstances over which the District exercised substantial control over both the respondent(s) and the context in which the sexual harassment occurred.

The District will follow a grievance process that complies with law and regulation before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

The District will conduct the grievance process in a timely manner designed to provide all parties with a prompt and equitable resolution. It is anticipated that, in most cases, the grievance process will be conducted within a reasonably prompt manner and follow the time frames established in this policy.

Definitions

- a) "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to a District's Title IX Coordinator or any official of the District who has authority to institute corrective measures on behalf of the District, or to any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the District with actual knowledge is the respondent. The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the District. "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in this policy.
- b) "Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- c) \*"Days" means school days, and excludes any weekday during which the school is closed.
- d) "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email, by using the contact information required to be listed for the Title IX Coordinator, and by any additional method designated by the District. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by email or through an online portal provided for this purpose by the District) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party, and must comply with the requirements of law and regulation.
- e) "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

- f) "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. These measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

General Requirements for the Investigative and Grievance Process

During the investigation of a formal complaint and throughout the grievance process, the District will ensure that:

- a) Complainants and respondents are treated equitably. This includes applying any provisions, rules, or practices incorporated into the District's grievance process, other than those required by law or regulation, equally to both parties.
- b) All relevant evidence is objectively evaluated, including both inculpatory and exculpatory evidence. Inculpatory evidence implicates or tends to implicate an individual in a crime or wrongdoing. Exculpatory evidence frees or tends to free an individual from blame or accusation.
- c) The Title IX Coordinator, investigator, decision-maker involved in the grievance process, or any person designated by the District to facilitate any informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- d) Respondents are presumed not to be responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- e) The grievance process, including any appeals or informal resolutions, is concluded within a reasonably prompt time frame and that the process is only temporarily delayed or extended for good cause. Good cause includes, but is not limited to, considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

language assistance or accommodation of disabilities. Whenever the time frame is temporarily delayed or extended, written notice will be provided to all complainants and respondents of the delay or extension and the reasons for the action.

- f) The range of possible disciplinary sanctions and remedies that may be implemented by the District following any determination regarding responsibility are described to any known party.
- g) The same standard of evidence is used to determine responsibility in all formal complaints.
- h) The procedures and permissible bases for an appeal are known to all complainants and respondents.
- i) The range of supportive measures available are known to all complainants and respondents.
- j) There is no requirement, allowance of, reliance on, or otherwise use of questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding the privilege has waived the privilege.
- k) The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not on the parties.
- l) The Title IX Coordinator, the investigator, any decision-maker, or any other person participating on behalf the District does not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the District obtains that party's voluntary, written consent to do so for the grievance process. If the party is not an eligible student, as defined in FERPA as a student who has reached 18 years of age or is attending a post-secondary institution, the District will obtain the voluntary, written consent of a parent.
- m) The parties have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
- n) Credibility determinations are not be based on a person's status as a complainant, respondent, or witness.
- o) The ability of either party to discuss the allegations under investigation or to gather and present relevant evidence is not restricted.
- p) The parties are provided with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney,

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

and not limit the choice or presence of advisor for any complainant or respondent in any meeting or grievance proceeding. However, the District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

- q) Written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, is provided to any party whose participation is invited or expected with sufficient time for the party to prepare to participate.
- r) The parties are provided with equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the District does not intend to rely on in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.
- s) Any document sent to a minor or legally incompetent person is also sent to the party's parent or legal guardian.
- t) Any document sent to a party is also sent to the party's advisor, if known.

**After a Report of Sexual Harassment Has Been Made**

After receiving a report of sexual harassment, the Title IX Coordinator will:

- a) Promptly contact the complainant to discuss and offer appropriate supportive measures;
- b) Immediately inform the complainant both of the range of appropriate supportive measures available and that these measures are available regardless of whether a formal complaint is filed;
- c) Consider the complainant's wishes with respect to supportive measures; and
- d) Explain to the complainant the process for filing a formal complaint.

The Title IX Coordinator shall, to the extent appropriate, also contact the respondent to discuss and/or impose supportive measures.

Requests for confidentiality or use of anonymous reporting may limit how the District is able to respond to a report of sexual harassment.

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## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**Emergency Removal and Administrative Leave

At any point after receiving a report or formal complaint of sexual harassment, the District may immediately remove a respondent from the District's education program or activity on an emergency basis, provided that the District:

- a) Undertakes an individualized safety and risk analysis;
- b) Determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal; and
- c) Provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

The District should coordinate their Title IX compliance efforts with special education staff when initiating an emergency removal of a student with a disability from an education program or activity as the removal could constitute a change of placement under the IDEA or Section 504.

The District may place a non-student employee respondent on administrative leave with or without pay during the pendency of the grievance process in accordance with law and regulation and any applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

Filing a Formal Complaint

A complainant may file a formal complaint with the Title IX Coordinator in person or by mail, email, or other method made available by the District. The complainant must be participating in or attempting to participate in the education program or activity of the District at the time of filing the complaint. The filing of a formal complaint initiates the grievance process.

A formal complaint must be signed by the complainant, the complainant's parent or legal guardian as appropriate, or the Title IX Coordinator. Where a parent or legal guardian signs the complaint, the parent or legal guardian does not become the complainant; rather the parent or legal guardian acts on behalf of the complainant. The Title IX Coordinator may sign the formal complaint, but his or her signature does not make him or her a complainant or a party to the complaint. If the formal complaint is signed by the Title IX Coordinator, the Title IX Coordinator is still obligated to comply with the grievance process outlined in this policy.

The complainant, or the complainant's parent or legal guardian, must physically or digitally sign the formal complaint, or otherwise indicate that the complainant is the person filing the formal complaint. When a formal complaint is filed, the Title IX Coordinator must send a written notice of allegations to all parties which includes the identities of all known parties.

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## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

The District will not discriminate on the basis of sex in its treatment of a complainant or a respondent in responding to a formal complaint of sexual harassment.

The formal complaint form may be obtained from the District's Title IX Coordinator or found on the District's website.

Consolidation of Formal Complaints

The District may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Written Notice of Allegations

Upon receipt of a formal complaint, the District will send all known parties written notice of:

- a) The District's grievance process, including any informal resolution process; and
- b) The allegations of sexual harassment which will:
  1. Provide sufficient details known at the time and sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
  2. State that the respondent is presumed not to be responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
  3. Inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney;
  4. Inform the parties that they may inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint; and
  5. Include notice of any provision in any applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct* that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about any complainant or respondent that were not included in the initial notice, the District will provide another notice of the additional allegations to the parties whose identities are known.

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## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**Investigation of a Formal Complaint

The Title IX Coordinator will oversee the District's investigation of all formal complaints. During the investigation of a formal complaint, the Title IX Coordinator or another District employee may serve as the District's investigator. The District may also outsource all or part of an investigation to appropriate third parties. The outsourcing of all or part of an investigation does not relieve the District from its obligation to comply with law and regulation.

It is anticipated that most investigations will be completed within ten school days after receiving a formal complaint.

During the investigation of a formal complaint, the investigator will, as appropriate:

- a) Collect, review, and preserve all evidence including, but not limited to, any relevant documents, videos, electronic communications, and phone records.
- b) Interview all relevant persons including, but not limited to, any complainants, respondents, and witnesses. Interviews of complainants and respondents will be conducted separately. If a student is involved, the District will follow any applicable District policy, procedure, or other document such as the District's *Code of Conduct* regarding the questioning of students.
- c) Create written documentation of the investigation (such as a letter, memo, or email), which contains the following:
  1. A list of all documents reviewed, along with a detailed summary of relevant documents;
  2. A list of names of those interviewed, along with a detailed summary of their statements;
  3. A timeline of events; and
  4. A summary of prior relevant incidents, reported or unreported.
- d) Keep any written documentation and associated documents in a secure and confidential location.

Prior to completion of the investigative report, the District will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties will have at least ten days to submit a written response, which the investigator will consider prior to completion of the investigative report.

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

At the end of the investigation, an investigative report will be created that fairly summarizes all relevant evidence.

At least ten days prior to a hearing or other determination regarding responsibility, the investigative report will be sent to each party and the party's advisor, if any, in an electronic format or a hard copy, for their review and written response.

Dismissal of a Formal Complaint

The District must investigate the allegations in a formal complaint. The District must dismiss a formal complaint under Title IX if the complaint was filed maliciously or if the conduct alleged:

- a) Would not constitute sexual harassment even if proven;
- b) Did not occur in the District's education program or activity; or
- c) Did not occur against a person in the United States.

Further, the District may dismiss a formal complaint or any of its allegations under Title IX, if at any time during the investigation or hearing:

- a) A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any of its allegations;
- b) The respondent is no longer enrolled or employed by the District; or
- c) Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or any of its allegations.

Upon a dismissal of a formal complaint, the District must promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The dismissal of a formal complaint under Title IX does not preclude action under another related District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

Informal Resolutions

Before reaching a determination regarding responsibility, but only after a formal complaint is filed, the District may offer and facilitate the use of an informal resolution process, such as mediation, that does not involve a full investigation and adjudication of the formal complaint.

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

It is anticipated that most informal resolutions will be completed within ten school days.

The District will not require that parties participate in an informal resolution process. The District will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student. Further, the District will not require the waiver of the right to an investigation and adjudication of formal complaints of sexual harassment as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right.

If the District offers and facilitates the use of an informal resolution process, it will:

- a) Provide written notice to all known parties which details:
  1. The allegations in the formal complaint;
  2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint;
  3. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared; and
- b) Obtain the parties' voluntary, written consent to the informal resolution process.

**Hearings and Determination Regarding Responsibility**

The District will designate an individual decision-maker or a panel of decision-makers to issue a written determination regarding responsibility. A decision-maker can either be a District employee or, where appropriate, a third-party. They cannot be the same individual as either the Title IX Coordinator or the investigator(s).

The District's grievance process may, but is not required to, provide for a hearing. The determination as to whether a hearing will be provided will be made on a case-by-case basis. If a hearing is provided, the District will make all evidence subject to the parties' inspection and review available to give each party equal opportunity to refer to this evidence during the hearing, including for purposes of cross-examination.

With or without a hearing, before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to:

- a) Submit written, relevant questions that a party wants asked of any party or witness within five school days after the parties have received the investigative report;

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

- b) Provide each party with the answers given by any party or witness within five school days of receiving the questions; and
- c) Allow for additional, limited follow-up questions and responses from each party to occur within two school days after the parties have received responses to their initial questions.

Questions and evidence about a complainant's sexual predisposition or prior sexual behavior will not be considered, unless the questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

The decision-maker(s) will issue a written determination regarding responsibility to the Title IX Coordinator, the Superintendent, and all parties simultaneously within thirty school days after all follow-up questions have been responded to or after the hearing, if one has been provided.

To reach this determination, the decision-maker(s) will use clear and convincing evidence standard which is the standard of evidence that will be applied in all formal complaints of sexual harassment. This standard is understood to mean concluding that a fact is highly probable to be true.

The written notice of the determination regarding responsibility will include:

- a) Identification of the allegations potentially constituting sexual harassment;
- b) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- c) Findings of fact supporting the determination;
- d) Conclusions regarding the application of any applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct* to the facts;
- e) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District is imposing on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
- f) The District's procedures and permissible bases for the complainant and respondent to appeal.

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**Finality of Determination Regarding Responsibility

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Where a determination regarding responsibility for sexual harassment has been made against the respondent, remedies will be provided to a complainant and disciplinary sanctions may be imposed on a respondent. Remedies will be designed to restore or preserve equal access to the District's education program or activity. Remedies and disciplinary sanctions will be implemented in accordance with applicable laws and regulations, as well as any District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

The Title IX Coordinator is responsible for the effective implementation of any remedies and/or disciplinary sanctions. The Title IX Coordinator will work with other individuals as necessary to effectively implement remedies and/or disciplinary sanctions.

Appeals

Either party may file an appeal from a determination regarding responsibility or from the District's dismissal of a formal complaint or any of its allegations. Appeals must be submitted in writing to the Title IX Coordinator within ten school days of the written notice of the determination regarding responsibility or dismissal of the formal complaint or any of its allegations.

An appeal may only be based upon one or more of the following bases:

- a) Procedural irregularity that affected the outcome of the matter;
- b) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- c) The Title IX Coordinator, investigator, or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The bases on which a party is seeking an appeal should be specifically stated in the party's written appeal.

Upon receipt of an appeal, the District will:

- a) Notify the other party in writing that an appeal has been filed and implement appeal procedures equally for both parties;

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

- b) Ensure that any decision-maker for the appeal:
  - 1. Is not the same person as any decision-maker that reached the initial determination regarding responsibility or dismissal, investigator, or Title IX Coordinator;
  - 2. Does not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- c) Give all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome. Parties will have to submit these written statements within ten school days after the parties have been notified of the appeal;
- d) Issue a written decision describing the result of the appeal and the rationale for the result; and
- e) Provide the written decision simultaneously to the Title IX Coordinator, the Superintendent, and all parties within ten school days after receiving the parties written statements in support of, or challenging, the outcome.

**Prohibition of Retaliatory Behavior (Commonly Known as "Whistle-Blower" Protection)**

The District prohibits retaliation against any individual for the purpose of interfering with his or her Title IX rights or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in an investigation, proceeding, or hearing under Title IX.

Charging an individual with *Code of Conduct* or other applicable violations that do not involve sex discrimination, including sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation. Charging an individual with a *Code of Conduct* or other applicable violation for making a materially false statement in bad faith during a grievance proceeding does not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

All complaints alleging retaliation will be handled in a manner consistent with the District's policies and procedures regarding the investigation of discrimination and harassment complaints, including Policy #3420 -- Non-Discrimination and Anti-Harassment in the District.

If the Title IX Coordinator is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another Title IX Coordinator, if the District has designated another individual to serve in that capacity. If the District has not designated another Title IX Coordinator, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the Title IX Coordinator.

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)****Finding That Sexual Harassment Did Not Occur**

At any level/stage of investigation of alleged harassment, if a determination is made that harassment did not occur, the Compliance Officer will so notify the complainant, the alleged offender and the Superintendent of this determination. Such a finding does not preclude the complainant from filing an appeal pursuant to District policy or regulation and/or pursuing other legal avenues of recourse.

However, even if a determination is made that harassment did not occur, the Superintendent/designee reserves the right to initiate staff awareness and training, as applicable, to help ensure that the school community is not conducive to fostering harassment in the workplace.

In all cases, the Superintendent will inform the Board of Education of the results of each investigation involving a finding that sexual harassment did not occur.

**Knowingly Makes False Accusations**

Employees and/or students who *knowingly* make false accusations against another individual as to allegations of harassment may also face appropriate disciplinary action.

**Confidentiality**

Except where disclosure may be permitted or required by law or regulation, the District will keep confidential the identity of any:

- a) Individual who has made a report or complaint of sex discrimination;
- b) Individual who has made a report or filed a formal complaint of sexual harassment;
- c) Complainant;
- d) Individual who has been reported to be the perpetrator of sex discrimination;
- e) Respondent; and
- f) Witness.

**Training**

The District will ensure that:

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

- a) All Title IX Coordinators, investigators, decision-makers, or persons who facilitate an informal resolution process receive training on:
1. The definition of sexual harassment as defined in Title IX;
  2. The scope of the District's education program or activity;
  3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
  4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- b) All decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about a complainant's sexual predisposition or prior sexual behavior are not relevant.
- c) All investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
- d) All District employees receive training on mandatory reporting obligations and any other responsibilities that they may have relative to Title IX.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment. Training materials will be made publicly available on the District's website.

**Notification**

The District will notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District of this policy.

Further, the District will prominently publish this policy and the contact information for the Title IX Coordinator(s) on its website and in other publications, including in each handbook or catalog that it makes available to the individuals and entities referenced above.

**Recordkeeping**

For a period of seven years, the District will retain the following:  
(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

- a) Records of each sexual harassment investigation including any:
  - 1. Determination regarding responsibility;
  - 2. Audio or audiovisual recording or transcript required under law or regulation;
  - 3. Disciplinary sanctions imposed on the respondent; and
  - 4. Remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity.
- b) Any appeal and its result.
- c) Any informal resolution and its result.
- d) All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- e) For each response to sexual harassment where the District had actual knowledge of sexual harassment in its education program or activity against a person in the United States, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the District must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If a District does not provide a complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

20 USC § 1092(f)(6)(A)(v)  
20 USC § 1681, et. seq.  
34 USC § 12291(a)(8, 10, and 30)  
34 CFR Part 106  
Education Law § 13  
8 NYCRR § 100.2(kk)

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

NOTE: Refer also to Policies #3420 -- Non-Discrimination and Anti-Harassment in the District  
#6121 -- Sexual Harassment in the Workplace  
#7550 -- Dignity for All Students  
*District Code of Conduct*

First Reading: August 10, 2021  
Second Reading: August 24, 2021  
Adoption: September 14, 2021

**SUBJECT: EQUAL EDUCATIONAL OPPORTUNITIES****Overview**

The District is committed to creating and maintaining an environment which is free from discrimination and harassment. This policy addresses the provision of equal educational opportunities to students. It is just one component of the District's overall commitment to maintaining a discrimination and harassment-free educational and work environment.

Consistent with this commitment and in accordance with law and regulation, the District provides equal opportunity for students and does not discriminate against any student enrolled in (or any candidate for admission to) its programs and activities on the basis of any legally protected class or category including, but not limited to: race; color; religion; disability; national origin; sexual orientation; gender identity or expression; military status; sex; age; marital status; pregnancy; parental status; weight; ethnic group; or religious practice. Further, the District provides equal access to its facilities to any group listed in Title 36.

The District adopts this policy as part of its effort to provide for the prompt and equitable resolution of complaints of discrimination. The District will promptly:

- a) Respond to reports of discrimination;
- b) Ensure that all investigations are conducted within a reasonably prompt time frame and under a predictable fair grievance process that provides due process protections;
- c) Impose disciplinary measures;
- d) implement remedies when warranted.

Inquiries about this policy may be directed to the District's Civil Rights Compliance Officer(s) (CRCO(s)):

Michael I DeVito, Esq.  
235 Lido Boulevard  
Lido Beach, NY 11561  
516-897-2090  
[mdevito@lbeach.org](mailto:mdevito@lbeach.org)

Michele Natali, Ed.D.  
235 Lido Boulevard  
Lido Beach, NY 11561  
516-897-2112  
[mnatali@lbeach.org](mailto:mnatali@lbeach.org)

**Educational Services for Married/Pregnant Students**

The opportunity to participate in all of the programs and activities of the District will not be restricted or denied because of pregnancy, parenthood, or marriage. Pregnant students will be encouraged to remain and participate in District programs. The forms of instruction provided to these students may include any or all of the following:

- a) Remain in school with provisions for special instruction, scheduling, and counseling as needed;

(Continued)

## Instruction

**SUBJECT: EQUAL EDUCATIONAL OPPORTUNITIES (Cont'd.)**

- b) Receive home instruction;
- c) Attend BOCES programs.

The Superintendent or designee, in consultation with student services staff, the school physician, and the student's personal physician, may make program modifications which are feasible and necessary to accommodate the special needs of these students.

**Reporting Allegations of Discrimination**

In order for the District to implement this policy, and to take corrective action as warranted, it is important that students who believe that they have been a victim of discrimination, as well as any other person who has knowledge of or witnesses any possible discrimination, report the alleged conduct or incident as soon as possible. Reports of discrimination may be made orally or in writing to any District employee including, but not limited to, a teacher, building principal, or CRCO.

All District employees who witness or receive an oral or written report of discrimination must immediately inform the CRCO. Failure to immediately inform the CRCO may subject the employee to discipline. If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

Additionally, District employees must comply with reporting requirements in any other applicable District policy or document. Applicable policies or documents may include: Policy #3420 -- Non-Discrimination and Anti-Harassment in the District; Policy #3421 -- Title IX and Sex Discrimination; Policy #7550 -- Dignity for All Students; and the District's *Code of Conduct*.

**Grievance Process for Complaints of Discrimination**

The District will act to promptly, thoroughly, and equitably investigate all complaints, whether oral or written, of discrimination and will promptly take appropriate action to protect students from further discrimination.

Various District policies and documents address discrimination. These policies and documents may include: Policy #3420 -- Non-Discrimination and Anti-Harassment in the District; Policy #3421 -- Title IX and Sex Discrimination; Policy #7550 -- Dignity for All Students; and the District's *Code of Conduct*. All complaints will be handled in accordance with the applicable District policies and/or documents.

The determination as to which District policies and/or documents are applicable is fact specific, and the CRCO may work with other District staff such as the District's Title IX Coordinator(s) and/or Dignity Act Coordinator(s) (DAC(s)) to determine which District policies and/or documents are applicable to the specific facts of the complaint.

(Continued)

## Instruction

**SUBJECT: EQUAL EDUCATIONAL OPPORTUNITIES (Cont'd.)**

If an investigation reveals that discrimination has occurred, the District will take immediate corrective action as warranted. This action will be taken in accordance with applicable law and regulation, as well as any applicable District policy, regulation, procedure, collective bargaining agreement, third-party contract, or other document such as the District's *Code of Conduct*.

**Finding That Sexual Harassment Did Not Occur**

At any level/stage of investigation of alleged harassment, if a determination is made that harassment did not occur, the Compliance Officer will so notify the complainant, the alleged offender and the Superintendent of this determination. Such a finding does not preclude the complainant from filing an appeal pursuant to District policy or regulation and/or pursuing other legal avenues of recourse.

However, even if a determination is made that harassment did not occur, the Superintendent/designee reserves the right to initiate staff awareness and training, as applicable, to help ensure that the school community is not conducive to fostering harassment in the workplace.

In all cases, the Superintendent will inform the Board of Education of the results of each investigation involving a finding that sexual harassment did not occur.

**Knowingly Makes False Accusations**

Employees and/or students who *knowingly* make false accusations against another individual as to allegations of harassment may also face appropriate disciplinary action.

**Prohibition of Retaliatory Behavior (Commonly Known as "Whistle-Blower" Protection)**

The District prohibits retaliation against any individual because the individual made a report or complaint, testified, assisted, or participated or refused to participate in an investigation, proceeding, or hearing related to a complaint of discrimination.

Complaints of retaliation may be directed to the CRCO. If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

Where appropriate, follow-up inquiries will be made to ensure that the discrimination has not resumed and that those involved in the investigation have not suffered retaliation.

Age Discrimination Act of 1975, 42 USC § 6101 et seq.  
Americans with Disabilities Act (ADA), 42 USC § 12101 et seq.  
Equal Educational Opportunities Act of 1974, 20 USC § 1701 et seq.  
Section 504 of the Rehabilitation Act of 1973, 29 USC § 790 et seq.  
Title IV of the Civil Rights Act of 1964, 42 USC § 2000c et seq.  
Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq.

Title IX of the Education Amendments Act of 1972, 20 USC § 1681 et seq.  
28 CFR Part 35  
34 CFR Parts 100, 104, 106, 110, and 270  
45 CFR Part 86  
Civil Rights Law §§ 40, 40-c, and 47-b  
Education Law §§ 10-18, 313, 2801, 3201, and 3201-a  
New York State Human Rights Law, Executive Law § 290 et seq.  
8 NYCRR § 100.2  
9 NYCRR § 466 et seq.

NOTE: Refer also to Policies  
#3410 -- Code of Conduct  
#3420 -- Non-Discrimination and Anti-Harassment in the  
District  
#3421 -- Title IX and Sex Discrimination  
#7550 -- Dignity for All Students  
#7551 -- Sexual Harassment of Students  
District *Code of Conduct*

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