

Board of Education Members

Adam Eirand, President Michael Arone, Vice-President Nancy Bourke, Trustee Kimberly Breiland, Trustee Mary Vaught, Trustee Dorothy Ziegelbauer, Trustee

1 Tornado Dr. Tuxedo, NY 10987 boe@tuxedoufsd.org

REGULAR BOARD OF EDUCATION MEETING

March 21, 2019 Thursday, 7:00 PM George Grant Mason School Multipurpose Room

AGENDA

- I. Call to Order
- II. Roll Call and Quorum Check
- III. Pledge of Allegiance
- IV. Public Comment (Up to 3 minutes per person; 30 minutes total per meeting)
- V. Construction Update Clark, Patterson, & Lee
- VI. Routine Business
 - 1. Approval of Board Meeting Minutes 02/21/19, 03/06/19
 - 2. Administrators' Reports
 - 3. OCSBA Update
 - 4. Strategic Planning Committee Update
- VII. Items for Action and/or Discussion
 - 1. Warrants, Transfers & Bids
 - 2. Policy #4204 Smoking & Tobacco Use First Reading
 - 3. Policy #4110-R Admission of Non-Resident Students First Reading
 - 4. Resolution: Grades 9-12 School Trip
 - 5. Resolution –8th Grade Trip
 - 6. Personnel
 - 7. Roundtable Discussion
- VIII. Public Comment (Up to 3 minutes per person; 30 minutes total per meeting)
- IX. Adjournment

ITEMS FOR ACTION AND/OR DISCUSSION

2.1 Review and Revision of Board Policy #4204 – Smoking & Tobacco Use

RESOLVED, upon the first reading, the Tuxedo Board of Education hereby approves the revisions to Policy #4204, as attached

3.1 <u>Review and Revision of Board Policy #4110 – Admission of Non Resident Students</u>

RESOLVED, upon the first reading, the Tuxedo Board of Education hereby approves the revisions to Policy #4110 (as attached #4110-R) to incorporate Policy #4106 and hereby deleting Policy #4106 from the District Policy Manual.

4.1 Grades 9-12 School Trip

It is recommended that the Tuxedo Board of Education approve the trip to Costa Rica for students in grades 9-12, from 04/04/20 - 04/13/20. (Tour Agreement attached)

5.1 Grade 8 School Trip

It is recommended that the Tuxedo Board of Education approve the overnight trip to Boston for students in grade 8, from 05/22/19 - 05/23/19. (Tour Itinerary attached)

6.0 <u>PERSONNEL (6.01-6.04)</u>

6.01 Instructional

NAME	POSITION	EFFECTIVE DATE	SALARY
Samantha Castricone	Substitute Teacher	3/22/19-6/30/19	\$80/day.(1,2)
Isabel Minano	Substitute Teacher	3/22/19-6/30/19	\$80/day (1)

6.02 Activity/Club

NAME	
Middle Grades (7th & 8th) Trip Advisor	

6.03 REVISED APPOINTMENT – Salary Correction

Team Coach/Club/Group Advisor -

NAME	POSITION	EFFECTIVE DATE	<u>SALARY</u>
John Landro	Intramurals Club Advisor	4/23/19-6/21/19	\$1821.81 A-3

6.04

Team Coach/Club/Group Advisor -

NAME	POSITION	EFFECTIVE DATE	<u>SALARY</u>
Anne Castellanos	Middle Grades (7 th & 8 th) Trip Advisor	3/22/19 - 6/30/19	\$1,474.00-A7 (3)

(1) - Non-Certified Rate

(2) - Pending Fingerprint Clearance

(3) - Per SMOA

<u>Students</u> <u>Behavior – Smoking and Tobacco Use</u>

In light of the findings of the Environmental Protection Agency that tobacco smoke, including secondhand smoke, is a Type A carcinogen, as well as in recognition of the health hazards associated with tobacco use, in general, and in accordance with Federal and State laws, it is the policy of this School District to prohibit smoking (including electronic cigarettes, vaporizers and other nicotine delivery devices) in school buildings and other use of tobacco and tobacco products at any time in school buildings, school vehicles, whether owned, rented or leased, and upon the school grounds of any school building and within 100 feet of the entrances, exits or boundaries of an elementary or secondary school (except in private residences and in the property comprising the private residence). This prohibition also extends to all school activities, events and functions, whether on or off of school property. This prohibition applies to students, staff, visitors, guests and/or participants in any activity sponsored by outside organizations which use school facilities.

Students found violating this policy may be subject to disciplinary penalties in accordance with law and the Student Disciplinary Code.

Staff members found violating this policy may be subject to discipline in accordance with the law and applicable contractual agreements.

Other individuals found violating this policy will be asked to cease and desist and may be asked to leave the school premises if they don't comply. If the individual continues to smoke or use tobacco or refuses to leave the school premises, the police authorities may be contacted to remove such individual.

The School District also reserves the right to report any violation of this policy and law to the Orange County Health Department for assessment of civil penalties in accordance with law.

The Superintendent of Schools will ensure the implementation and enforcement of this policy. The Superintendent will also ensure that "No Smoking or Tobacco Use" signs are posted in appropriate areas at each school, at designated outdoor locations on school premises (e.g., athletic fields) and in District vehicles.

This policy shall be prominently posted in all District buildings and distributed, electronically or hard copy, to all students, parents, existing and prospective employees, and individuals and organizations seeking to use the facilities of the School District.

Cross-Ref:	Code of Conduct
Ref:	Goals 2000, Educate America Act (Pro-Children Act of 1994) Pro-Children Act of 2001 Article 13-E, Public Health Law Public Health Law §§206, 340, 347
	1 dome frequent Law 32200, 340, 347

Education Law§409(2)

 Approved:
 7/26/78

 Reviewed:
 2/10/00

 Revised:
 3/9/00

 Revised:
 3/9/00

Students – Attendance

4

Admission of Non-Resident Students

The Board of Education affirms that its primary responsibility is to provide the best possible educational opportunities for the children who are legal district residents and who are of legal age to attend school. The will accept non-resident students into the Tuxedo School District as follows:

1. Future Residents

The children of families who have signed a contract to rent, buy or build a residence in the School District may be enrolled during the semester in which they expect to become residents. At the end of the current school year the Superintendent or designee must be provided with documentation confirming that the family has established residency in the School District.

Such families shall be required to pay the prescribed tuition per semester, in advance. The tuition shall be refunded to any such family for the semester in which the family provides proof of residency in the School Districts.

2. Former Residents

All students who move out of the School District in the middle of either semester of any school year may be allowed to remain in the District until the end of that semester without the payment of tuition. Upon the recommendation of the High School Principal, a student in the twelfth grade may be allowed to complete his/her senior year within the School District.

3. Agency Placements

Children placed in the School District and maintained by a social services agency shall be admitted on a tuition basis, to be paid by the home school district.

4. Other School Districts

A. Students from other school districts placed in special education programs in this School District by their Committee on Special Education, on a tuition basis, to be paid by the sending school district.

B. Students from other school districts without a high school, on a tuition basis, to be paid by the sending school district.

5. Students in Temporary Housing

Homeless students and students in foster care in accordance with law.

6. Non-Resident Students upon Parent/Guardian Request and Payment of Tuition

The Board of Education may decide to provide educational services for a fee (tuition) to students in good standing from outside the geographic boundaries of the School District ("Non-Resident Students") on a space-available basis. For purposes of this Policy, the term, "student in good standing" shall mean a student who has not, within the preceding 12 months, received any disciplinary referrals from the current school of attendance that would be a violation of the Tuxedo Union Free School District Code of Conduct ("District Code of Conduct") and/or engaged in conduct (either on or off District property) that would be violative of the District Code of Conduct if committed on District property. When making such determinations, the Board shall give consideration to present and future enrollment projections (on a school-by-school, grade-by-grade and class-by-class basis), District class size guidelines, staffing requirements, the school's physical facilities, and the economic and school climate effects (both positive and negative) of admitting out-of-District applicants to the School District as non-resident, tuition-paying students.

It is the District's intent that all non-resident, tuition-paying students in good standing be treated in the same manner as resident children with respect to educational services and opportunities, including participation in co-curricular, extra-curricular and interscholastic activities, and with respect to rights and responsibilities under Board policies, the Code of Conduct and individual school rules. Non-resident tuition students shall not receive transportation services from the District.

Terms and Conditions Governing the Admission of Non-Resident Students

The Superintendent of School shall be authorized to admit a non-resident student upon his/her determination that:

• The student's educational needs can be met by existing staff;

• Such admission shall not require the expenditure of additional local funds or the hiring of additional staff;

• The student's admission shall not cause a classroom or a building to exceed student capacity as defined by law, regulation or Board policy;

• The student is determined to be a student in good standing in his/her current school (i.e., is not on academic probation, has not been the subject of any out-of-school

suspensions in the past school year, has not been the subject of discipline for a violent infraction of the District Code of Conduct during the last two school years); and

• The needs of the student can be met within the District's existing programs.

The responsibility for school and grade placement of new non-resident, tuition-paying students rests exclusively with the District, which will consult with the student's parent(s)/guardian and former school (if necessary) concerning such placement and review the student's prior educational record.

Application Guidelines

New applicants for admission will be considered upon submission of a pre-registration application form accompanied by payment of a non-refundable application (if pre-registration application is submitted by April 1st preceding school year of enrollment, the non-refundable application fee will be reduced by half per student registered) and upon an interview. In order to be considered for admission, a student's parent must give written consent to permit the District to contact the student's former school district for transfer of records, including discipline records, and for information from the school/school district as to whether or not the student is in good standing. In the event that there are fewer spaces than applications, applications will be considered in the order in which they are received. Tuition will be discounted based upon number of children enrolled and will be as follows: (2) two children enrolled-10% reduction of total tuition (exclusive of scholarship awards if applicable,) (3) three or more students enrolled-15% reduction of total tuition (exclusive of scholarship awards if applicable).

Previously enrolled non-resident, tuition-paying students must annually (by June 1) apply for re-enrollment with the District. Previously enrolled non-resident, tuition-paying students will be allowed to re-enroll until withdrawal from the District, or high school graduation, whichever comes first, for as long as the student remains in good standing and tuition is timely paid.

The District, however, reserves the right to discontinue enrollment or deny re-enrollment to any student if his/her continued attendance is not deemed to be in the best interest of the district and/or the student (e.g., the student is not attending school on a regular basis, the student commits a violent act or serious infraction of the District Code of Conduct). If a student's enrollment is discontinued on this basis, tuition will not be refunded. If a parent(s) wishes to submit an application for enrollment of a sibling of a currently enrolled, non-resident, tuition-paying student, the application must be filed by May 15 in order to receive preference, if space is available. If received after May 15, such

application will be considered on a first-come, first-served basis, along with all other new applicants. Nothing in this policy provides for the automatic admission of a non-resident student on the basis that a sibling is admitted.

On or about June 15 of each school year, the Board shall determine whether space is available for new non-resident, tuition-paying students and the administration shall promptly advise the pool of applicants of such determination and their individual acceptance or non-acceptance, as the case may be.

Discipline/Suspension From School

The due process requirements applicable to resident students shall apply to non-resident students prior to disciplinary action, including but not limited to suspension from school. If a non-resident student does not remain in good standing, the Board may, in its sole discretion, refuse to re-enroll the student in the future. The student shall receive notice of the Board decision and the reasons behind it, and the Board will offer the student and the parent the opportunity to discuss the decision with the Superintendent.

Transportation

As a condition of acceptance of a non-resident student, the Parents of such student and the student, as applicable, agree to the following:

• Transportation will be provided for non-resident students if and only if existing bus routing is used, and there is sufficient room on the bus and there is no additional cost to the district.

• Otherwise, the parents shall be responsible for arranging for the transportation of the student to and from the District and shall provide the District with the name of another adult who shall be responsible for the transportation of the student, if the parent is not available, in the event of early dismissal. It is the parent's responsibility to ensure that the child arrives at school on time and is picked up from school on time.

• Failure to make appropriate arrangements for the transportation of a nonresident student, including on days requiring early dismissal due to emergency or otherwise will result in consideration of discontinuing the student and/or refusing to reenroll the student in the future.

Student Conduct

• The student shall be subject to the same rules governing student attendance, performance and discipline as resident students and shall be required to comply with the same rules. Any violation of the District Code of Conduct, Board policy and/or school rules, including, but not limited to, excessive tardiness, truancy or other infractions that

would result in the suspension of a resident student from school, shall constitute a basis for the student's discipline, including suspension from school, and refusal to re-enroll the student in the future.

Prior to any disciplinary action the District shall provide the parent with due process in accordance with the District Code of Conduct.

• A non-resident student suspended for violent or other serious infractions of the District Code of Conduct, or otherwise not following the rules set forth in Board policy and/or school rules, shall not be readmitted under this policy.

Extra Curricular Activities

• To the extent otherwise eligible, all non-resident students admitted pursuant to this policy shall be allowed to participate in all activities/sports to the same extent as resident students of the District, except that the parents of such students shall be responsible for transportation of the student from any after school activities to their home.

Special Education Services

As a condition of enrollment of a non-resident student by another school district in the Tuxedo Union Free School District on a tuition basis, such school district understands and acknowledges that the student's district of residence shall retain all child find and other responsibilities consent with the Individuals with Disabilities Education Act and New York State Education Laws and Regulations in regard to providing a free appropriate public education. The student's district of residence remains responsible for evaluation, classification and development of any individualized education programs (IEPs) and for recommending appropriate services.

Tuition

The Board shall establish its tuition rates annually by June 1. The maximum tuition will be calculated based upon a modified Seneca Falls formula that reflects proposed budget, the projected revenue and student enrollment. Methods of payment (e.g., monthly by the 1st day of each month preceding attendance) may be arranged in the District Office and be approved by the Superintendent. Non-resident status and continued attendance in the

District is contingent upon timely payment of tuition fees as established and is non-refundable.

In the event that the Board permits the attendance on a tuition basis of a non-resident student whose parent/guardian owns real property in the District and who pays school tax on such property, the Board will deduct the amount of such school tax from the tuition fee.

Miscellaneous

Nothing in this policy shall require the District to assume responsibilities for the education of a non-resident student beyond those specifically outlined above. In the case of another school district seeking to enroll a non-resident student in Tuxedo Union Free School District, all services not specifically referred to herein shall remain the obligation of the student's district of residence, including, but not limited to kindergarten screening, any referrals, evaluations and program reviews by the committee on special education, there provision of any special services to which the student may otherwise be entitled which are not available within the District in a manner consistent with the terms and conditions of the policy set forth herein.

Policy Review

This policy shall remain in effect for a period one year from the date of approval, and shall sunset one year from the date of approval unless the Board acts to extend the policy resolution.

Reviewed:1/17/13, 1/16/14, 2/26/15, 1/28/16, 5/18/17Adopted:2/21/13Revised:4/25/13, 5/14/13, 2/20/14, 1/28/16, 6/14/18



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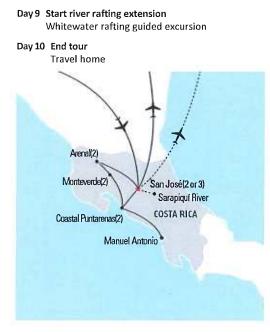
Costa Rica

explorica.com/Castellanos-7030 April 04 - April 13, 2020

Day 1 Hola San José (groups flying from the west coast may be required to depart day 0)

Meet your tour director and check into hotel

- Day 2 San José--Arenal Travel to Arenal Arenal Volcano National Park visit
- Day 3 Arenal landmarks Lake Arenal kayaking tour Hanging Bridges Excursion Hot springs visit
- Day 4 Arenal--Monteverde Travel to Monteverde Local school visit Canopy zip line tour
- Day 5 Monteverde landmarks Santa Elena Biological Reserve visit Plant your own tree Horseback ride
- Day 6 Monteverde--Coastal Puntarenas Travel to Coastal Puntarenas Free time at the beach Optional Surfing lesson
- Day 7 Manuel Antonio excursion Manuel Antonio National Park guided visit
- Day 8 Coastal Puntarenas--San José Travel to San José via Sarchí Sarchí craft village visit Optional Folklore evening



Reserve your Spot!



Tour Center ID: Castellanos-7030 Registration deadline: March 18, 2019

What's included

We provide everything you need for a remarkable trip:

- Round-trip airfare
- 8 overnight stays (9 with extension) in hotels with private bathrooms
- Breakfast daily
- Lunch daily
- Dinner daily
- Full-time services of a professional tour director
- Guided sightseeing tours and city walks as per itinerary
- Visits to select attractions as per itinerary
- Tour Diary[™]
- Note: On arrival day only dinner is provided; on departure day, only breakfast is provided
- Note: Tour cost does not include airline-imposed baggage fees, or fees for any required passport or visa. Please visit our Fees FAQ page for a full list of items that may not be included in the cost of your tour.

Tour investment

Students (travelers under the age of 23): \$2,385 Adults (age 23 and over): \$2,915

Price reflects savings of \$150 scholarship. Sign up by 3/1/2019 and enter code 2020earlybird in order to take advantage of this limited-time offer!

Automatic monthly payment plan

Pay just \$50 upon enrollment and the balance will be divided into equal monthly payments, charged automatically to your credit card or checking account. As of February 25, 2019, your monthly payment would be just \$212.27.

Manual plan also available; learn more on explorica.com/paymentplans.

Travel protection

Most Explorica travelers protect their investment with one of our trusted plans, starting from just \$12 per day. To learn more, visit explorica.com/cfar.

Enroll online, by phone, or by mail



explorica.com/Castellanos-7030



1.888.310.7121

Download and complete a paper application on explorica.com/resources



Call Us! (tel:18883107120)

(/)

Log Out > (/my-account.aspx?logout=true&redirect=true)

Boston: Two Day Tour (Bus Tour Only)

69 Days until departure | Departing From: Tuxedo Park, NY, USA May 22, 2019 - May 23, 2019 16 Travelers | 16 Estimated Group Size Edit 1:7 Chaperone Ratio | TourCenter Visits: 1

BEST PRICE guaranteed

Boston: the Hub Educational Tour | Duck Tour

MANAGE YOUR TOUR QUOTE view tour fee info >

This quote expires on March 14, 2019.

reserve this tour > edit this quote > delete this quote >

TOUR ITINERARY print itinerary >

Optional Individual Stay Ahead \$145.00

Day 1 Hello Boston

Meet your tour director Fenway Park Tour Freedom Trall character walking tour Dinner Ghost Walk

Day 2 Goodbye Boston

Breakfast New England Aquarlum visit Boston Duck Boat guided sightseeing tour (seasonal) Travel home

Optional Individual Stay Behind \$145.00

TOUR BREAKDOWN

Tour Boston: Two Day Tour (Bus Tour Only)

Departure Date May 22, 2019

Chaperone Ratio 7 Travelers per free chaperone

Group Size 1 Travelers (including yourself) Return Date May 23, 2019

Gateway Tuxedo Park, NY, USA

Rewards Program Explorica Basic Rewards

3/21/2019 BOE Meeting

TOUR COST BREAKDOWN		
Total Fee:* \$529.00		
Tour Quote Breakdown The following fees apply to your full-paying participants:		
Tour Fee*		\$346.0
Private Group Fee		\$172.0
On-Tour Tipping		\$11.0
Total Fee*	\$	529.0
OR 1 monthl	-	
After initial p		, \$50,00
* Last day for this Tour Fee is Mar 14, 2019.		
Additional Adult Fees The following additional fees apply only to full-paying participants 23 and older and are not included listed above.	in the tota	price
Adult Supplement		\$45.0
Twin Room Upgrade		\$45.0
Additional Adult Fee		\$90,0
7 Travelers = 1 Free Chaperone		
7 Travelers = 1 Free Chaperone Your free place ratio is such that your group will fully contribute towards 1 free place(s), and partially additional free place.	y contribute	e to an
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