

Voting results 5/16/17

Proposition 1- 2017/18 Budget \$25,185,830

Yes 257

No 53

Proposition 2- Purchase 3 buses \$311,340

Yes 259

No 50

Proposition 3- Increase library levy to \$80,000

Yes 241

No 67

Board of Education 5 year seats(* elected)

Andrew Liendecker 250*

Dawn Ludovici 224*

Lynnette Parker 89

Uniform Guidance-Internal controls

SOUTH LEWIS CSD

May 19, 2017

Table of Contents

Statement	3
Related Policies	5
Definitions and Acronyms	5
Appendix A- Financial Standards	7
Appendix B- Allowable Costs	10
Appendix C- Cash Management	17
Appendix D- Standard of Conduct	20
Appendix E- Eligibility	22
Appendix F- Equipment and Property Management	23
Appendix G- Matching, Level of Effort, Earmarking	27
Appendix H- Period of Performance	28
Appendix I- Procurement, Suspension, and Debarment	29
Appendix J- Program Income	30
Appendix K- Reporting	31
Appendix L- Sub-recipient Monitoring	33
Appendix M- Special Tests and Provision	34

Statement

A large portion of financial support for the South Lewis Central School District is derived from the Federal government. This funding is in the form of direct grants from the Departments of Education, Agriculture, and Defense as well as grants which flow through the New York State Education Department. The Federal Uniform Grant Guidance identifies the criteria that must be met in order to properly charge costs to Federally funded projects.

The South Lewis Central School District shall adhere to all applicable cost principles governing the use of Federal grants and contracts. This policy addresses the importance of properly classifying costs, both direct and indirect, charged to grant funded projects and that proposed and actual expenditures are consistent with the grant agreement and all applicable Federal rules embodied in the Uniform Grant Guidance at 2 CFR 200 (UGG). District personnel who are responsible for administering, expending or monitoring grant funded programs should be well versed with the categories of costs that are generally allowable and unallowable.

All costs expended using Federal funds must meet the following general criteria laid forth in the UGG at 2 CFR 200, Subpart E:

- Be **necessary and reasonable** for the proper and efficient performance and administration of the grant program.
- Be **allocable** to Federal awards under the provisions of the Federal circular.
- Be authorized and not prohibited under state or local laws or regulations.
- Conform to any limitations or exclusions set forth in the principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the District.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost and also be charged to a Federal award as an indirect cost.
- Except as otherwise provided for in the Federal circular, be determined in accordance with generally accepted accounting principles and not included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period.
- Be net of all applicable credits.
- Be adequately documented.

The cost guidelines of the UGG must be considered any time Federal award funds are to be expended. The District may apply Federal UGG requirements to non-Federal projects. This applies, in particular, to **the** use of Federal Impact Aid under §7003, Elementary and Secondary Education Act of 1965, as amended. Funds received under the basic aid portion of this section of law are considered unrestricted, providing that the expenditure does not violate any of the assurances provided for during the application for the grant.

Federal regulations also require that any other District policies related to specific types of expenditures must also be followed. Examples include student incentives, travel, meals, procurement or equipment accountability.

Direct and indirect costs

Allowable and allocable costs must be appropriately classified as direct or indirect. In general, direct costs are those that can be identified specifically with a particular cost objective while indirect costs are those (a) incurred for a common or joint purpose benefiting more than one cost objective, and (b) not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

If an indirect cost rate is going to be utilized for charging indirect rates, the rate must first be approved by the applicable approving authority or not exceed the de minimis level of 10%. In general, however, indirect costs will be borne by the District and not allocated to the grant.

Cost transfers

Any costs charged to a Federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to Federal UGG or other applicable guidelines. Cost transfers must be performed in accordance with the District's policy and will be approved by the Superintendent of Schools as a transfer.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding. Grant Program Managers (GPM), school personnel and any other individuals responsible for expending grant funds are held responsible for compliance with UGG.

Responsibilities

Designated Program Office personnel and the District Business Administrator and Treasurer are responsible for creating purchasing documents and encumbering grant funds at the request of a GPM. They should be familiar with the general cost principals embodied in the Federal UGG. Purchasing office personnel must notify the GPM when they recognize a request as an unallowable cost and will reject the requisition.

Grant Program Managers (GPMs) must ensure that any costs charged to their award are aligned with applicable cost principles, are computed correctly, and would not create a compliance violation. GPMs should collect, maintain and where applicable, submit copies of adequate documentation to support the expenditures. GPMs monitor, review and approve (or disapprove) grant expenditures at the program office level as the first level of "Approver" for non-personnel expenditures to ensure that applicable cost principles, regulations and policies are followed.

Related Policies

The following policies detail the responsibility and controls regarding purchasing and the allocation of costs to grants pursuant to Federal OMB circulars.

- 0000 Educational Philosophy
- 2265 Shared Decision Making and School Based Planning
- 3230 Conflicts of Interest
- 3420 Affirmative Action
- 4420 Compensation and Benefits
- 5110 Budget Planning and Development
- 5220 Investments
- 5321 Payroll Procedures
- 5321 Use of District Credit Card
- 5410 Purchasing and Procurement
- 5570 Fiscal Accountability
- 5620 Depreciation Policy
- 5660 National School Lunch Program
- 5670 Records Management
- 6110 School District Officer and Employee Code of Ethics
- 6161 Mileage and Travel Reimbursement
- 6161 Meals and Reimbursement
- 6210 Recruitment and Retention
- 6212 Employment
- 6410 Computer Network Acceptable Use
- 7131 Education of Homeless Children
- 7430 Student Contests
- 8130 Equal Opportunity
- 8280 Limited English Proficiency Instruction
- 8280 Title I/PCEN Programs and Services
- 8280 Limited English Proficiency
- 8310 Purposes of Instructional Materials
- 8330 Objections to Instructional Materials
- 8340 Textbook Selection and Adoption

Definitions

Direct costs are expenses that are specifically associated with a particular grant program that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include the GPM's salary and fringe benefits, equipment and supplies for the program, subcontracted service provider, or other materials consumed or expended in the performance of the grant.

Indirect costs are incurred for common or joint objectives and, therefore, cannot be readily and specifically identified with a particular program. They are expenses that benefit more than one grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

Acronyms

ACH	Automated Clearing House
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
DoED (ED)	US Department of Education
EDGAR	Education Department General Administrative Regulations
EPLS	Excluded Parties List System
ESEA	Elementary and Secondary Education Act
FERPA	Family Educational Rights and Privacy Act
FMV	Full Market Value
G5	The US DoED Grant Management System
GAN	Grant Award Notice
GAAP	Generally Accepted Accounting Principles
GPM	Grant Program Manager
GSA	General Services Administration
LEP	Limited English Proficiency
MORIC	Mohawk Regional Information Center
NY GML	New York General Municipal Law
NYSED	New York State Education Department
OMB	Office of Management and Budget
PCEN	Pupils with Compensatory Educational Needs
UGG	Uniform Grant Guidance
WAWF	Wide Area Work Flow

History:

Created May 19,2017

Appendix A – Financial Standards

The District maintains a proper financial management system in order to receive both direct and state-administered grants and to expend funds associated with a grant award. Fiscal controls and procedures must be in place to ensure that all financial management system requirements are met. Failure to meet a requirement may result in return of funds or termination of the award.

A. Financial Management Standards

Financial management systems standards include:

Identification

The District shall identify, in its accounts, all Federal awards received and expended and the Federal programs under which they were received. Impact Aid will be identified as such but is a general revenue. Construction aid under the Impact Aid program (§7007) must be expended in the capital fund for capital purposes. Aid for children with disabilities must be expended on those children. Federal program and award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and, if applicable, name of the pass-through entity.

Financial Reporting

Accurate, current, and complete disclosure of the financial results of each Federal award or program must be made in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR). The District must maintain records which adequately identify the source and application of funds provided for Federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. Reports will be filed in a timely fashion on the forms directed by the state or Federal agency. These include, but are not limited to the FS-10 series, FS-25, and SF425.

Internal Controls

Effective control and accountability must be maintained for all funds, real and personal property, and other assets. The District shall safeguard all such property and must assure that it is used solely for authorized purposes. The District maintains an internal controls procedures manual which shall be followed to implement these activities. The District's internal auditor shall, from time to time, assess the effectiveness of these controls across all risk areas and shall include the controls of Federal grants and programs as part of this regular review.

B. Overview of the Financial Management/Accounting System

The District maintains a fund accounting system for financial management. This system is procured and maintained through the Mohawk Regional Information System (MORIC). The current system is nVision. This system manages fund accounting, the purchasing function, and the human resources function, including payroll. All budgets are loaded into the system before the beginning of the fiscal year, and transfers within accounts are authorized by the Superintendent of Schools. The District Business Administrator is responsible for overseeing the entire system and its functional integration. Federal funds (“F” funds in nVision) are named in such a fashion to permit a clear delineation of the accounting for subsequent identification by CFDA title and number. Plain English names, including contract numbers if applicable, are used to track grants and targeted Federal funds.

The Business Administrator, in conjunction with the Treasurer and the grant program manager, shall compile or cause to be compiled timely, accurate financial reports. Monthly grant reports shall include current and cumulative expenditures against project budget, with unencumbered amounts remaining identified

C. Budgeting

The Planning Phase: Meetings and Discussions

Before Receiving the Grant Award Notice (GAN): Upon notification of the availability of a grant, the Assistant Superintendent shall make an initial determination whether the District meets the minimum qualifications for the grant; whether this grant, if awarded, supplements and does not supplant any existing efforts in this area; and whether the grant is in concert with the District’s educational objectives as outlined in the strategic plan. If the Assistant Superintendent determines that it is in the District’s best interests to apply for a specific grant, he/she shall convene a small working group to develop a grant proposal meeting the objectives of the District and the awarding agency. In the event of grants continuing on a forward funded basis, the Director of the Office of Federal Programs shall develop a preliminary guide for the upcoming budget. Prior to filing the grant application for new awards, the Assistant Superintendent shall present the general grant concept to the Board of Education and receive its direction on filing for the grant. This direction may be in the form of informal guidance, including oral instructions.

Reviewing and Approving the Budget: The budget is developed with the Office of Federal Programs and the Assistant Superintendent once an amount is determined. The final approval of the grant budget normally resides with the awarding agency. Instructions and timelines for approval shall be followed in submitting the budget to the awarding agency. The Assistant Superintendent, in conjunction with the Business Administrator, shall review the items in the budget to ensure allowability. See Appendix B for a discussion on allowability of costs. If this review determines that a cost is not allowable, then it shall be eliminated from the budget and the program grant manager shall be notified of this action. Once the District Office determines that all budgeted items are allowable, the budget is approved by the Assistant Superintendent and

forwarded to the awarding agency for its approval. Simultaneously, the budget is provided to the Treasurer to be entered into nVision.

After Receiving the GAN: Upon receipt of notice that a new grant will be awarded, the Assistant Superintendent will prepare plans for implementation, including necessary hiring and procurement actions. In the case of continuation of forward funded grants, the Office of Federal Programs or the Grants Program Manager will coordinate the budget with the Business Administrator and Treasurer to ensure proper accounting for the expenditures.

Amending the Budget

The Office of Federal Programs, Grant Program Manager, or Assistant Superintendent, as appropriate, shall prepare necessary documentation to amend any grants awarded. These amendments shall consider available carryover and shall comply with amendment provisions received in the Grant Award Notice. The Superintendent or his/her designee shall approve the amendments. If necessary, amendments shall be forwarded to and approved by the awarding agency.

Budget Control

On a monthly basis the Treasurer will provide the Board of Education, as well as the District administration, with a report of expenditures incurred during the month. This shall be incorporated into the monthly Treasurer's report for all District funds.

D. Accounting Records

Payroll and purchasing records for each grant, as well as application records, shall be maintained for a period of six years after the final receipts are made and the final bills are paid. Records will be maintained electronically in nVision.

E. Spending Grant Funds

The Business Administrator shall oversee the accounting functions for all grants. Payroll operations will make allowable payments for personnel services. No employees shall be paid unless approved by the Board of Education. Purchasing operations shall be in accordance with the District Purchasing policy. Requisitions shall originate at the user level and be approved by the Grant Program Manager, Office of Federal Programs, or the Assistant Superintendent before being forwarded to the Business Office for execution as a Purchase Order. Only the Purchasing Agent may commit the funds to a purchase.

Appendix B - Allowability of Cost

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state or Federally approved budget and grant application need prior approval from the state or Federal government. For grants flowing through the State Education Department, variations or changes are documented on Form FS-10 or FS-10A and submitted to the controlling state authority for approval. For grants originating directly from the Federal government, changes will be submitted in a format approved by the awarding agency.

When determining how the District will spend its grant funds, the Office of Federal Programs and/or the District Business Office will review the proposed cost to determine whether it is an allowable use of Federal grant funds *before* obligating and spending those funds on the proposed good or service. All costs supported by Federal education funds must meet the standards outlined in EDGAR, 2 C.F.R. Part 3474 and 2 C.F.R. Part 200, Subpart E, which are provided in the bulleted list below. District personnel must consider these factors when making an allowability determination. Additional helpful questions to ask when making allowability determinations are located on page 13-14 of this policy.

- **Be Necessary and Reasonable for the performance of the Federal award.** District staff must consider these elements when determining the reasonableness of a cost. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices.

When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; Federal, state and other laws and regulations; and terms and conditions of the Federal award.
- Market prices for comparable goods or services for the geographic area.
- Restrictions regarding product origin (e.g., "Buy American" requirements)
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the District, its employees, its students, the public at large, and the Federal government.
- Whether the district significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost. 2 C.F.R. §200.404

While 2 C.F.R. §200.404 does not provide specific descriptions of what satisfies the “necessary” element beyond its inclusion in the reasonableness analysis above, necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the district can demonstrate that the cost addresses an existing need, and can prove it. For example, the district may deem a language skills software program necessary for a limited English proficiency program.

When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant program.
 - Whether the cost is identified in the approved budget or application.
 - Whether there is an educational benefit associated with the cost.
 - Whether the cost aligns with identified needs based on results and findings from a needs assessment.
 - Whether the cost addresses program goals and objectives and is based on program data.
-
- **Allocable to the Federal award.** A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received. This means that the Federal grant program derived a benefit in proportion to the funds charged to the program. 2 C.F.R. §200.405. For example, if 50% of a teacher’s salary is paid with grant funds, then that teacher must spend at least 50% of his or her time on the grant program. This will be documented in order to demonstrate the allocability determination.
 - **Consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the District.**
 - **Conform to any limitations or exclusions set forth as cost principles in the terms and conditions of the Federal award.**
 - **Consistent treatment.** A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.
 - **Adequately documented.** All expenditures must be properly documented.
 - **Be determined in accordance with general accepted accounting principles (GAAP), unless provided otherwise in the condition of the Federal award.**

- **Not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.** Some Federal program statutes require the non-Federal entity to contribute a certain amount of non-Federal resources to be eligible for the Federal program.
- **Be the net of all applicable credits.** The term “applicable credits” refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the district relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate. 2 C.F.R. §200.406. Non-cash credits (reward programs based on points, miles, etc.) shall not be considered credits (see policy 9310) and shall not be accrued to the Federal award.

As provided above, in addition to Federal guidelines, Federal rules require state- and District-level requirements and policies regarding expenditures be followed as well. Policies relating to local expenditures are listed as Related Policy above.

Selected Items of Cost

Part 200 examines the allowability of 55 specific cost items (commonly referred to as Selected Items of Cost) at 2 C.F.R. §§ 200.420-200.475. These cost items are listed in the chart below along with the citation where it is discussed whether the item is allowable. Do not assume that an item is allowable because it is specifically listed in the regulation as it may be unallowable in a specific award despite its inclusion in the selected items of cost section. The expenditure may be unallowable for a number of reasons, including: the express language of the regulation states the item is unallowable; the terms and conditions of the grant deem the item unallowable; or State/local restrictions dictate that the item is unallowable. The item may also be unallowable because it does not meet one of the cost principles, such as being reasonable because it is considered too expensive. If an item is unallowable for any of these reasons, Federal funds cannot be used to purchase it.

District personnel responsible for spending Federal grant funds and for determining allowability must be familiar with the Part 200 selected items of cost section. The District must follow these rules when charging these specific expenditures to a Federal grant. When applicable, District staff must check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District and program-specific rules may deem a cost as unallowable and District personnel must follow those non-Federal rules as well.

The selected item of cost addressed in Part 200 includes the following (in alphabetical order):

Item of Cost	Citation of Allowability Rule
Advertising and public relations costs	Allowable with restrictions
Advisory councils	Allowable with restrictions
Alcoholic beverages	Not allowable
Alumni/ae activities	Not specifically addressed
Audit services	Allowable with restrictions
Bad debts	Not allowable
Bonding costs	Allowable with restrictions
Collection of improper payments	Allowable
Commencement and convocation costs	Not specifically addressed
Compensation – personal services	Allowable with restrictions
Compensation – fringe benefits	Allowable with restrictions
Conferences	Allowable with restrictions
Contingency provisions	Not allowable with exceptions
Contributions and donations	Not allowable
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	Allowable with restrictions
Depreciation	Allowable with qualifications
Employee health and welfare costs	Allowable with restrictions
Entertainment costs	Not allowable with exceptions
Equipment and other capital expenditures	Based on specific requirements
Exchange rates	Allowable with restrictions
Fines, penalties, damages and other settlements	Not allowable with exception
Fund raising and investment management costs	Not allowable with exception
Gains and losses on disposition of depreciable assets	Allowable with restrictions
General costs of government	Not allowable with exceptions
Goods and services for personal use	Not allowable
Idle facilities and idle capacity	Idle facilities – not allowable with exceptions; idle capacity – allowable with restrictions
Insurance and indemnification	Allowable with restrictions
Intellectual property	Allowable with restrictions
Interest	Allowable with restrictions
Lobbying	Not allowable
Losses on other awards or contracts	Not allowable
Maintenance and repair costs	Allowable with restrictions

Materials and supplies costs, including costs of computing devices	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	Allowable with restrictions, not allowable for lobbying organizations
Organization costs	Not allowable except Federal prior approval
Participant support costs	Allowable with prior approval of the Federal awarding agency
Plant and security costs	Allowable
Pre-award costs	Allowable with restrictions
Professional services costs	Allowable with restrictions
Proposal costs	Allowable with restrictions
Publication and printing costs	Allowable with restrictions
Rearrangement and reconversion costs	Allowable (ordinary and normal)
Recruiting costs	Allowable with restrictions
Relocation costs of employees	Allowable with restrictions
Rental costs of real property and equipment	Allowable with restrictions
Scholarships and student aid costs	Not addressed; refer to Federal agency awarding grant
Selling and marketing costs	Not allowable with exceptions
Specialized service facilities	Allowable with restrictions
Student activity costs	Not allowable unless specifically provided for in the Federal award
Taxes (including Value Added Tax)	Allowable with restrictions
Termination costs	Allowable with restrictions
Training and education costs	Allowable for employee development
Transportation costs	Allowable with restrictions
Travel costs	Allowable with restrictions
Trustees	Not specifically addressed, refer to Federal agency awarding agency

Likewise, it is possible for the State and/or District to put additional requirements on a specific item of cost. Under such circumstances, the stricter requirements must be met for a cost to be allowable. Accordingly, employees must consult Federal, State and District requirements when spending Federal funds. In general, district travel and procurement policy complies with state and Federal requirements. Compliance with district policy meets the intent of the uniform guidance.

In order for a cost to be allowable, the expenditure must also be allowable under the applicable program statute (e.g., Title I of the Elementary and Secondary Education Act (ESEA), or the Carl D. Perkins Career and Technical Education Act (Perkins)), along with accompanying program regulations, non-regulatory guidance and grant award notifications.

The state and/or District rules related to some specific cost items are discussed below. All purchases of goods and services must be accomplished through the Business Office, with the Purchasing Agent acting to commit the funds. The Business Office shall coordinate personnel services procured through Federal awards, including both assignment of personnel costs to the grant and procurement of personnel services from an outside source. District employees must be aware of these State and District rules and ensure they are complying with these requirements.

Time and Effort Standards

All employees who are paid in full or in part with Federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required “match” in a Federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to Federal grants.

Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- Be incorporated into official records;
- Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- Encompass both Federally assisted and all other activities compensated by the District on an integrated basis;
- Comply with the established accounting policies and practices of the District and Support the distribution of the employee’s salary or wages among specific activities or costs objectives.
- Be certified by the supervisor to assure that the work was in compliance with the grant or award intent.

Time and Effort Procedures

The District's time and attendance accounting procedures are based on accounting for time "lost." Specifically, the District requires that all time away from work be reported, while time on the job is generally considered as having been accomplished without providing documentation to that effect. Individuals compensated by Federal grant or award must account for the time on the job, and the portion of time spent on Federally related work, separately in order to properly meet the time and effort requirements. These records will be filed with the applicable grant to substantiate the use of time.

Helpful Questions for Determining Whether a Cost is Allowable

In addition to the cost principles and standards described above, the Office of Federal Programs or the award program manager can refer to this section for a useful framework when performing an allowability analysis. In order to determine whether Federal funds may be used to purchase a specific cost, it is helpful to ask the following questions:

- Is the proposed cost allowable under the relevant program?
- Is the proposed cost consistent with an approved program plan and budget?
- Is the proposed cost consistent with program specific fiscal rules?
 - For example, the District may be required to use Federal funds only to supplement the amount of funds available from non-Federal (and possibly other Federal) sources.
- Is the proposed cost consistent with specific conditions imposed on the grant (if applicable)?

As a practical matter, the Office of Federal Programs or the award program manager should also consider whether the proposed cost is consistent with the underlying needs of the program and the approved District goals and strategy. For example, program funds must benefit the appropriate population of students for which they are allocated. This means that, for instance, funds allocated under Title III of the Elementary and Secondary Education Act (ESEA) governing language instruction programs for limited English proficient (LEP) students must only be spent on LEP students and cannot be used to benefit non-LEP students. Funds should be targeted to address areas of weakness, as necessary. To make this determination, the Office of Federal Programs or the award program manager should review data when making purchases to ensure that Federal funds to meet these areas of concern.

Appendix C – Cash Management

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the New York State Department of Education on a reimbursement basis. However, if the District receives an advance in Federal grant funds, the District will remit interest earned on the advanced payment quarterly to the Federal agency consistent with 2 C.F.R. § 200.305(b)(9).

According to guidance from the U.S. Department of Education (ED), when calculating the interest earned on ED grant funds, regardless of the date of obligation, interest is calculated from the date that the Federal funds are drawn down from the G5 system until the date on which those funds are disbursed by the District.

Interest would not accrue if the District uses non-Federal funds to pay the vendor and/or employees prior to the funds being drawn down from the G5 or Wide Area Work Flow (WAWF) system, commonly known as a reimbursement.

Payment Methods

Reimbursements: The District will initially charge Federal grant expenditures to non-Federal funds.

The District Business Office will request reimbursement for actual expenditures incurred under the Federal grants at least semi-annually, and more frequently if dictated by the awarding agency. Requests for reimbursement will be filed with the Grants Finance Unit of NYSED, through G5, or through WAWF, depending on the source of the grant. The reimbursement method will dictate the required forms to substantiate the claim. All reimbursements shall be based on actual disbursements, not on obligations.

Consistent with state and Federal requirements, the District will maintain source documentation supporting the Federal expenditures (invoices, time sheets, payroll stubs, etc.) for a period of six years after the grant is closed and the final funds are received and will make such documentation available for review by NYSED upon request.

Reimbursements of actual expenditures do not require interest calculations.

Advances: To the extent the District receives advance payments of Federal grant funds, the District will strive to expend the Federal funds on allowable expenditures as expeditiously as possible. Specifically, the District attempts to expend all drawn downs of Federal funds within 72 hours of receipt. The District will hold Federal advance payments in interest-bearing accounts, unless an allowable exception applies. The District will begin to calculate interest earned on cash balances once funds are deposited into the District's account.

Interest on advances will be calculated based on interest received daily and shall be apportioned to the Federal funds in the account in direct proportion to the overall amount in the account. Total Federal grant cash balances will be calculated on cash balances per grant and applying the District's actual interest rate. The District will remit interest earned on grant funds annually to the U.S. Department of Health and Human Services Payment Management System (regardless of the Federal awarding agency for the grant) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. The District may retain up to \$500 of interest earned per year. To the maximum extent possible, use of advance payments shall be avoided. Reimbursements are the preferred means of utilizing Federal grants.

Carryover

State-Administered Grants: The District may be able to "carryover" any funds left over at the end of the initial 15 month period into the next year. These leftover funds are typically referred to as carryover funds and continue to be available for obligation for an additional 12 months. 34 C.F.R. § 76.709. Accordingly, the District may have multiple years of grant funds available under the same program at the same time. The Treasurer will track the expenditures and encumbrances and will determine the amount of available funding for carryover. The Program Manager will be kept aware of this amount and will adjust the expenditures to reflect this factor. The carryover will be reported in the monthly fiscal reports submitted to the Board of Education.

Direct Grants: Direct grants are not normally subject to carryover provisions. However, under 2 C.F.R. § 200.308, direct grantees enjoy unique authority to expand the period of availability of Federal funds. The District is authorized to extend a direct grant automatically for one 12-month period. Prior approval is not required in these circumstances; however, in order to obtain this extension, the District must provide written notice to the Federal awarding agency at least 10 calendar days before the end of the period of performance specified in the award. This one-time extension may not be exercised merely for the purpose of using unobligated balances. The Assistant Superintendent will coordinate the notice to the awarding agency and monitor the progress in obtaining the extension.

The District will seek prior approval from the Federal agency when the extension will not be contrary to Federal statute, regulation or grant conditions and:

- The terms and conditions of the Federal award prohibit the extension;
 - The extension requires additional Federal funds; or
 - The extension involves any change in the approved objectives or scope of the project.
- 2 C.F.R. § 200.308(d)(2).

Appendix D - Standards of Conduct

In accordance with 2 C.F.R. §200.112, NY GML §§ 806 and 808, and District policies 2160 and 2320, the District maintains of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value. Any gift having a value of \$75 or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him or her in the performance of his or her official duties or was intended as a reward for any official action on his or her part shall not be accepted. However, the Board welcomes and encourages the writing of letters or notes expressing gratitude or appreciation to staff members. Gifts from children that are principally sentimental in nature, and of significant financial value, may be accepted in the spirit in which they are given.

“Officer or Employee” means an officer or employee of the District, whether paid or unpaid, including members of the Board and their appointed professional or nonprofessional staff.

“Interest” means an officer or employee shall be deemed to have an interest in the contract of (a) his spouse, minor children and dependents, except a contract of employment with the municipality which such officer or employee serves, (b) a firm, partnership or association of which such officer or employee is a member or employee, (c) a corporation of which such officer or employee is an officer, director, or employee and (d) a corporation any stock of which is owned or controlled directly or indirectly by such officer or employee."

Any employee, officer, or member of the public noting or suspecting a violation of this policy is encouraged to bring the matter to the Board or the Superintendent of Schools. Matters of this nature shall be held in confidence to the maximum extent possible pending a thorough investigation of the allegations of impropriety. Knowing or willful violation of this policy by any employee or member of the Board may result in disciplinary action up to and including dismissal.

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of the Board's code of ethics and its accompanying regulation may be fined, suspended, or removed from office or employment, as the case may be, in the manner provided by law.

Any District officer or employee who has, will have, or later acquires an interest in any action, legislation, or proposed contract shall publicly disclose the nature and extent of such interest in writing to the Board of Education, except that such disclosure shall not be required for any of the exceptions listed under New York General Municipal Law §802

No District officer or employee shall, after termination of services or employment with the District, appear before any board, department, or agency of the District in relation to any case in which the individual personally participated during the period of service or employment, or which was under active consideration.

No District officer or employee shall engage in, solicit, negotiate for, or promise to accept private employment when such interests or services create a conflict with or impairs the proper discharge of official duties. This shall include entering into contingency agreements to represent clients before the Board.

Board members shall disclose, in writing, upon assuming office, any possible conflicts of interest. This shall be entered into the minutes of the Board at the reorganization meeting in July. At any time where a possible conflict arise, the Board member will also make such disclosure in writing. As an example, a board member married to the owner of a business, or acting as an officer in the business, with which the District conducts business exceeding \$750 annually, must make such disclosure. The disclosure only needs to be made once unless there is a material change to the underlying factors. By making such a notice the appearance of impropriety is mitigated and the ability to influence the District for personal gain it in full view.

Appendix E – Eligibility

The main objective of this compliance requirement is that only eligible individuals or organizations participate in Federal assistance programs. The criterion for determining eligibility will vary from program to program, but the objective that only eligible individuals or organizations participate remains consistent across all Federal programs. To comply with this objective, recipients must first assure that proper eligibility determinations are made, which means that the recipient must determine the parameters and limitations to define eligibility for a specific program in accordance with the program's purpose. Eligibility for a specific award will be announced in the award notice. Some awards are dependent on the level of enrollment of a specific class of students in a building or in the district. Examples are numbers of military children, numbers of English Language Learners, and numbers of children living at or below a specified poverty level. In making application for a grant or award, the District will ensure that it is qualified for all eligibility criteria and shall maintain evidence of the qualification for the duration of the award period and the required records holding period.

Appendix F – Equipment and Real Property Management

Equipment and real property procured through any Federally funded award shall be accounted for under District Policies 5133 – Procurement; 5310 – Purchasing; and 5312 - Depreciation Policy. The District shall maintain an active accounting and inventory system for all items procured through Federal grants.

A. Property Classifications

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000. 2 C.F.R. § 200.33.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. § 200.94.

Computing devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. § 200.20.

Capital assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

- Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
- Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. § 200.12.

B. Inventory Procedure

Upon receipt any property classified above, the Shipping and Receiving Department or the Technology Department shall identify the equipment, inspect it for condition, ensure it matches the requirement stated on the purchase order, and shall apply asset control tags to the equipment/item. The item shall be entered into the inventory system in sufficient detail to provide a discrete identification of the item (nomenclature, serial numbers, model numbers, etc.) as well as the location where the equipment will ultimately be situated. Only after this is

accomplished will the equipment be shipped to the final destination. Receiving reports will then be signed and forwarded to the Business Office for processing and payment.

C. Inventory Records

For each equipment and computing device purchased with Federal funds, the following information is maintained:

- Serial number or other identification number;
- Source of funding for the property;
- Who holds title (this may be MORIC if they acted as purchasing agent);
- Acquisition date and cost of the property;
- Percentage of Federal participation in the project costs for the Federal award under which the property was acquired;
- Location, use and condition of the property; and
- Any ultimate disposition data including the date of disposal and sale price of the property.

Upon final disposition of the property (either at the end of useful life, sale, loss, etc.) the shipping and receiving department shall request that the Board of Education declare the item excess to the needs of the District. Once this resolution is recorded in the minutes, the Shipping and Receiving clerk may dispose of the property within the guidelines approved by the Board of Education. Any monetary value derived from the disposal of the property shall be applied as a credit to the Federal Grant, if applicable.

D. Physical Inventory

A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years. The inventory will be accomplished by the Technology Department Micro-computer Technician assigned to the specific building or by the Shipping and Receiving clerk during his annual inventory.

E. Maintenance

In accordance with 2 C.F.R. § 200.313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition. Issues arising during normal operations will be reported to the appropriate agency (Buildings and Grounds or Technology) .

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property. Devices are assigned to a building for use by trained personnel. Losses will be reported to the building office as soon as practicable after the loss is noticed. At that time, appropriate administrative personnel will conduct an inquiry to determine the nature and cause of the loss. If a theft is suspected, a police report will be filed (contact the School Resource Officer for processing procedures). If the property is not recovered in 60 days, it can be removed from the inventory as a loss.

G. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the District will not encumber the property without prior approval of the Federal awarding agency and the pass-through entity.

During the time equipment is used on the project or program for which it was acquired, the equipment will also be made available for use on other projects or programs currently or previously supported by the Federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the Federal awarding agency that financed the equipment. Second preference is given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-Federally funded programs or projects is also permissible.

When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority: (1) activities under a Federal award from the Federal awarding agency which funded the original program or project; then (2) activities under Federal awards from other Federal awarding agencies.

H. Disposal of Equipment

When it is determined that original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, the Program director, Office of Federal Programs, or Assistant Superintendent will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

Generally, disposition of equipment is dependent on its fair market value (FMV) at the time of disposition. If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency. If the item has

a current FMV of more than \$5,000, the Federal awarding agency is entitled to the Federal share of the current market value or sales proceeds. All final decisions to excess property are reserved to the Board of Education.

If acquiring replacement equipment, the District may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. Net cost will be applied to any accounts used to acquire equipment including a trade in.

Appendix G – Matching, Level of Effort and Earmarking

Matching, also referred to as “cost sharing”, is a requirement for the recipient to provide contributions or donations of a specified amount or percentage to supplement Federal assistance received. In other words, when the recipient participates in a Federal program and an operating budget is prepared, the Federal government may require the recipient to provide contributions to cover a portion of that program’s operations.

Level of effort defines particular goals or objectives the recipient must achieve with the assistance received, and includes recipient requirements for a specified level of service, specified level of expenditures for designated activities, and Federal funds to supplement and not supplant non-Federal services.

Earmarking is a requirement that specifies a limit amount or percentage of the program’s assistance that must (minimum) or may (maximum) be used for specified activities. Examples of this include limits imposed on the Federal government on the amount of Federal funds to cover administrative expenses, or a percentage requirement for total program funds provided to subrecipients. Earmarking may also be specified in relation to the types of participants covered (e.g. a limit on how many participants a recipient can provide assistance to).

Individual Federal grants may have matching or level of effort requirements associated with the grant as a condition of award. The Assistant Superintendent of Director of Office of Federal Programs will determine these requirements during the application/pre-award phase of the process. These requirements will be budgeted and tracked during execution of the award. The following criteria will be met when identifying matching/level of effort/earmarking of funds by the District:

- Must be verifiable in the District’s accounting system
- Must not be included as the contribution to any other Federal award (no “double-dipping”)
- Must be necessary and reasonable for accomplishing the program objectives
- Must be allowable under cost principles previously stated in this guidance
- Must not be paid by another Federal agency or under another Federal award
- Must be provided for in the budget approved for the award by the applicable Federal Agency.

The Grant Program Director will ensure that earmark requirements are fully complied with. The Business Office will monitor this aspect and ensure that no funds are disbursed that do not meet the earmark requirements.

Appendix H – Period of Performance

The period of performance will be described in the grant award notice. All obligations must occur on or between the beginning and ending dates of the grant project. 2 C.F.R. § 200.309. This period of time is known as the period of performance. 2 C.F.R. § 200.77. The period of performance is dictated by statute. Further, certain grants have specific requirements for carryover funds that must be adhered to. The period of performance is a required data point for claiming reimbursement through G5 or WAWF. The period of performance can only be changed by the awarding agency. In instances where the budget is under executed and funding will remain at the end of the performance period, the Program Director, Assistant Superintendent, or Director of Office of Federal Programs will apply to the awarding agency for an extension of the time for performance. If granted, this extension will be listed on a modification to the grant award notice. On application for reimbursement, all information on award notice modifications must be annotated on the claim in order for it to be processed properly and in a timely fashion.

Appendix I – Procurement and Suspension and Debarment

This section covers compliance of laws and regulations when obtaining a good or services from a vendor, supplier, or provider. The District will comply with its established Procurement policy (Policy 5133) and its Purchasing policy (Policy 5310) in all purchases made through Federal grants or awards. The fact that the source is a Federal grant/award does not relieve the District from complying with all aspects of the effective policy. The procurement requirement is established to ensure that such goods and services are obtained in an effective manner, including the prohibition of conflicts of interest, the fair selection of vendors, provide open and free competition among vendors, etc. The suspension and debarment requirement establishes that certain non-Federal entities have been prohibited from participating in or receiving Federal assistance for various reasons, including prior mismanagement of funds or previous non-compliance of laws and regulations. This prohibition may be temporary (suspension) or indefinite (debarment; until specifically allowed by the government). When performing this purchase, the District Purchasing Agent must verify that the vendor, supplier, provider or their respective principals (e.g., owners, top management, etc.) are not suspended, debarred or otherwise excluded by the Federal government. This is done by checking the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA) or by contacting the Federal agency.

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended.

Appendix J – Program Income

Program income is sometimes directly generated by the Federally funded program. This type of income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. However, it generally does not include interest on program funds (which is covered under “Cash Management”); nor does it cover rebates, credits, discounts, and refunds (covered under “Allowable Costs/Cost Principles”); nor proceeds from the sale of equipment or real property (covered under “Equipment and Real Property Management”). The uses or treatment of program income are either deducted by the Federal agency from the current program budget (e.g., the program income substitutes part of the original budget), added to the current program budget, or used to meet matching requirements.

Use of Program Income

The default method for the use of program income for the District is the deduction method. Under the deduction method, any program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the Federal awarding agency or pass-through entity. The District may also request prior approval from the Federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the District. The program income must then be used for the purposes and under the conditions of the Federal award.

While the deduction method is the default method, the District always refers to the GAN prior to determining the appropriate use of program income.

Appendix K – Reporting

This section establishes that all recipients must submit reports (whether financial, performance-related, or of special nature) to the Federal government to monitor Federal assistance activities and uses. The most common reports are pre-designed by the Federal agency, are approved by OMB, and are available to all recipients and the general public. The time deadlines for submitting them vary depending on the report, and will generally be established in the initial Grant Award Notice. Furthermore, the reporting requirements (e.g., which reports must be submitted, the timing of the submission, information in the reports, etc.) may vary from recipient to recipient, although the Federal government has established several reports that apply to all recipients. Common reports include:

- SF-270 the *Request for Advance or Reimbursement*.
- SF-425 the *Federal Financial Report*.
- FS-10 the *Proposed Budget for a Federal or State Project*
- FS-10A the *Proposed Amendment for a Federal or State Project*
- FS-25 the *Request for Funds for a Federal or State Project*

Reconciliation and Closeout Procedures

It is critical for charges to match the actual disbursement. Budget estimates or other distribution percentages determined before the services are performed or purchases made do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes provided that the system for establishing the estimates produces reasonable approximations of the activity actually performed. Therefore, when filing final reports, all accounting must be for actual, not budgeted accounting numbers.

Record Retention

A. Retention:

The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the sub-grantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with Federal program requirements. The District also maintains records of significant project experiences and results. These records and accounts must be retained and made available for programmatic or financial audit and will be maintained for a minimum of six years after filing the final reports, unless the New York state retention period prescribes a longer retention period.

The U.S. Department of Education is authorized to recover any Federal funds misspent within 5 years before the receipt of a program determination letter. If any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all

litigation, claims, or audit findings involving the records have been resolved and final action taken.

Upon reaching the end of the retention period, records will be destroyed by shredding or, in the case of electron records, deletion with overwrite on the recorded section of the medium.

B. Access to Records

The District provides the awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives the right of access to any documents, papers, or other records of the District which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the District's personnel for the purpose of interview and discussion related to such documents.

C. Privacy

The District protects the privacy of the records under the Family Educational Rights and Privacy Act (FERPA). Documents subject to Freedom of Information Law requests or Freedom of Information Act requests will be reviewed for privacy concerns and properly redacted prior to release under either law. This does not apply to properly executed subpoenas or investigations by properly documented law enforcement in the conduct of official duties.

Appendix L – Subrecipient Monitoring

In the event that the District awards subgrants to other entities (also known as pass-through entities), the District shall monitor those grant subrecipients to ensure compliance with Federal, state, and local laws. Monitoring is the regular and systematic examination of all aspects associated with the administration and implementation of a program. Each program office that awards a subgrant must have its own monitoring policy. This policy must ensure that any monitoring findings are corrected. The District shall require that all subrecipients provide required reports and financial documents in sufficient detail to permit the District to make it required reports. In this manner the District will exercise a level of control. The District may also conduct site visits, regular contact, interviews, meetings and examinations of the subrecipient, as well as requiring that the subrecipient be subject to an annual single audit. The specific measures will be developed at the time the subgrant is awarded and will be followed up by the Grant Program Manager for the District.

Appendix M – Special Tests and Provisions

Certain programs have unique compliance requirements—established by laws, regulations, and contract or grant agreements—that do not fit into the requirements listed above. The Program Manager must review these, normally provided in the Grant Award Notice, and ensure compliance with those requirements. The auditor must review the program’s contract, grant agreements, referenced laws, and regulations to identify unique compliance requirements. In conjunction with the Program Manager and the Business Administrator, the auditor will develop audit objectives and audit procedures under this section to ensure full compliance.



Department of Transportation

ANDREW M. CUOMO
Governor

MATTHEW J. DRISCOLL
Commissioner

Cathy Calhoun
Chief of Staff

Done
Copy to:
M. Lann
Bette

May 15, 2017

OPERATOR ID 2244

SOUTH LEWIS CENTRAL SCHOOL
EAST ROAD
TURIN NY 13473



Dear Motor Carrier:

Enclosed is the annual New York State Department of Transportation Bus Inspection System Operator Profile that summarizes the results of vehicle inspections performed on your fleet by the Department during the last State Fiscal Year (April 1, 2016 to March 31, 2017). For regular inspections, the profile identifies the number and percentage of vehicles that passed or were placed Out-of-Service (OOS) due to one or more OOS defects. It is the Department's continued goal to have all operators pass at least 90% of their scheduled safety inspections. The current statewide average OOS rate is 5.2%.

We would like to congratulate those operators who have achieved the goal of a 90% or greater pass rate. Your commendable performance indicates a strong dedication to safety and a commitment to sound maintenance standards and practices.

Operators who have a passing rate of less than 90%, it is requested that your organization examine the enclosed profile inspection data and immediately update your maintenance program in order to achieve the Department's stated goal. Your Regional Bus Inspection Program Supervisor is available to review the actions being taken and provide assistance, if necessary to address any needed changes.

For those operators whose OOS rate is 25% or greater and fall under the Department's enforcement program, you will be contacted shortly to address your unacceptable poor performance. Actions may include civil penalties, unannounced vehicle inspections, denial of B & C privileges, compliance reviews or other regulatory enforcement.

Please visit <https://www.dot.ny.gov/divisions/operating/osss/bus> for program updates.

Sincerely,

Lawrence Scotto, Acting Director
Passenger Carrier Safety Bureau

Enclosures

cc: Regional Bus Program Supervisor

NYS DEPARTMENT OF TRANSPORTATION
 BUS INSPECTION SYSTEM
 OPERATOR PROFILE

***** PROFILE PERIOD: INSPECTION PERIOD:
 * OPERATOR # * 2016-04-01 THRU 2017-03-31 2016-04-27 THRU 2017-03-21
 * 2244 *
 * OOS 1.8 % * REGION : 02 TYPE(S) OF SERVICE: 1
 * PM 96.5 % *

		INSP.	TOTAL	PASS	PCT
		SUMMARY			
SOUTH LEWIS CENTRAL SCHOOL		REGULAR (TYPE 1)	28	28	100.0 %
EAST ROAD		REINSPECT (TYPE 2)	1	1	100.0 %
TURIN	NY 13473-	INITIAL (TYPE 9)	0	0	0.0 %
		CRIT ITEM (TYPE 0)	29	28	96.6 %
		TOTAL OF TYPES 0,1,2,9	58		
				PCT OF TOTAL	0,1,2,9
		ACCIDENT (TYPE 3)	0		0.0 %
		TEMP. OOS (TYPE 4)	0		0.0 %
B+C PRIVILEGE CODE = GRANT		PERM. OOS (TYPE 5)	6		10.3 %
		FLEET (TYPE 6)	0		0.0 %
*****		NON-PRESENT (TYPE 7)	0		0.0 %
RESULTS OF REGULAR INSPECTIONS		OTHER (TYPE 8)	0		0.0 %
*****		TOTAL OF TYPES 3-8	6		

REGULAR INSPECTION DATA	TOT	PCT	DEFECT DATA	
TOTAL INSP:	57		TOTAL DEFECTS:	2
TOTAL INSP PASSED:	56	98.2 %	TOTAL "A" DEFECTS:	1
TOTAL INSP W/"A" DEFECT:	1	1.8 %	TOTAL "B" DEFECTS:	1
TOTAL INSP W/"B" DEFECT:	1	1.8 %	TOTAL "C" DEFECTS:	0
TOTAL INSP W/"C" DEFECT:	0	0.0 %	TOTAL "OTHER" DEFECTS:	0
TOTAL INSP W/A, B, OR C:	2	3.5 %	TOTAL HWY OPN PROHIBITED:	0
TOTAL INSP W/NO DEFECTS:	55	96.5 %	AVERAGE DEFECTS/INSP:	0.0
TOTAL INSP OOS W/A DEFECT:	1	1.8 %	AVERAGE "A" DEFECTS/INSP:	0.0
TOTAL INSP OOS:	1	1.8 %	AVERAGE "B" DEFECTS/INSP:	0.0
			AVERAGE "C" DEFECTS/INSP:	0.0

DEFECT SUMMARY - REGULAR INSPECTIONS

ITEM	DESCRIPTION	TOTAL
"A" DEFECTS:		
52.06	EMERGENCY BRAKE STOPPING DISTANCE	1
"B" DEFECTS:		
19.03	SEAT PADDING	1
"INSPECTION POINTS NOT COUNTED AS DEFECTS"		
52.08	ROAD TEST/BRAKE TEST NOT PERFORMED DUE TO ROAD CONDITION	5
52.09	ROAD TEST/BRAKE TEST NOT PERFORMED DUE TO VEHICLE CONDITION	1
99.02	NON-COMPLIANCE ADVISORY	4

NYS DEPARTMENT OF TRANSPORTATION
 BUS INSPECTION SYSTEM
 OPERATOR PROFILE - PREVENTATIVE MAINTENANCE SECTION

***** PROFILE PERIOD: INSPECTION PERIOD:
 * OPERATOR # * 2016-04-01 THRU 2017-03-31 2016-04-27 THRU 2017-03-21
 * 2244 *
 ***** REGION : 02

SOUTH LEWIS CENTRAL SCHOOL
 EAST ROAD
 TURIN NY 13473-

	NUMBER

NUMBER OF VEHICLES INSPECTED:	27
TOTAL NUMBER OF TYPE 1 INSPECTIONS:	57

SELECTED PM CODES SUMMARY SECTION		PCT.

TOTAL INSP. WITH 1 OR MORE "A" PM DEFECTS:	0	0.0%
TOTAL INSP. WITH 1 OR MORE "B" PM DEFECTS:	0	0.0%
TOTAL INSP. WITH 1 OR MORE "C" PM DEFECTS:	0	0.0%
TOTAL INSP. WITH 3 OR MORE "A" PM DEFECTS:	0	0.0%
TOTAL INSP. WITH 3 OR MORE "B" PM DEFECTS:	0	0.0%
TOTAL INSP. WITH 3 OR MORE "C" PM DEFECTS:	0	0.0%
TOTAL "A" DEFECTS:	0	
TOTAL "B" DEFECTS:	0	
TOTAL "C" DEFECTS:	0	
TOTAL:	0	

PREVENTATIVE CODES SUMMARY SECTION

ITEM	DESCRIPTION	TOTAL	PCT %
		-----	-----
53.00	MAINTENANCE & RECORDS: OK	55	96.5
53.08	MAINTENANCE & RECORDS: INCOMPLETE DVIR'S	2	3.5

NUMBER OF PM CODES 5302 THRU 5309: 2
 NUMBER OF PM CODES (5300 THRU 5309) - 5301: 57

PM CODES PERCENTAGE
 5302 THRU 5309 / (5300 THRU 5309) - 5301 = 3.5 %

South Lewis Code of Conduct

Board Approved - June 19, 2001
Revised June 18, 2002
Revised September 17, 2002
Revised August 27, 2005
Revised July 11, 2006
Revised July 10, 2007
Revised May 13, 2008
Approved May 12, 2009
Revised May 11, 2010
Revised May 10, 2011
Approved June 19, 2012
Revised June 18, 2013
Approved June 17, 2014
Revised April 20, 2015
Revised April 19, 2016
Revised June 22, 2017

I. Introduction

The Board of Education (“Board”) is committed to providing a safe and orderly school environment where students may receive and district personnel may deliver quality educational services without disruption or interference. Responsible behavior by students, teachers, other district personnel, parents and other visitors is essential to achieving this goal.

The district has a long-standing set of expectations for conduct on school property and at school functions. These expectations are based on the principles of civility, mutual respect, citizenship, character, tolerance, honesty and integrity.

In accordance with the Dignity for All Students Act, School District policy and practice must ensure that no student is subject to discrimination or harassment, based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity or sex by school employees or students on school property, on a school bus, or at a school function.

The Board recognizes the need to clearly define these expectations for acceptable conduct on school property, to identify the possible consequences of unacceptable conduct, and to ensure that discipline when necessary is administered promptly and fairly. To this end, the Board adopts this Code of Conduct (“code”).

Unless otherwise indicated, this code applies to all students, school personnel, parents and other visitors when on school property or attending a school function.

II. Definitions

For purposes of this code, the following definitions apply:

“**District Administrator**” means the Superintendent; Principals; Director of Curriculum and Instruction; Director of Health, Physical Education and Athletics; Committee on Special Education Chair; Business Administrator and any other position identified by the Board as Administrator.

“**Disruptive student**” means an elementary or secondary student under the age of 21 who is substantially disruptive of the educational process or substantially interferes with the teacher’s authority over the classroom.

“**Parent(s)**” means parent(s), guardian(s) or person(s) in parental relation to a student.

“**School property**” means in or within any building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of a

public elementary or secondary school, or in or on a school bus, as defined in Vehicle and Traffic Law §142.

“School function” means any school-sponsored *extra-curricular* event or activity.

“Violent student” means a student under the age of 21 who:

1. Commits an act of violence upon a school employee, or attempts to do so.
2. Commits, while on school property or at a school function, an act of violence upon another student or any other person lawfully on school property or at the school function, or attempts to do so.
3. Possesses, while on school property or at a school function, a weapon.
4. Displays, while on school property or at a school function, what appears to be a weapon.
5. Threatens, while on school property or at a school function, to use a weapon.
6. Knowingly and intentionally damage or destroys the personal property of any school employee or any person lawfully on school property or at a school function.
7. Knowingly and intentionally damages or destroys school district property.

“Weapon” means a firearm as defined in 18 USC §921 for purposes of the Gun-Free Schools Act. It also means any other gun, BB gun, pistol, revolver, shotgun, rifle, machine gun, disguised gun, dagger, dirk, razor, stiletto, switchblade knife, gravity knife, brass knuckles, sling shot, metal knuckle knife, box cutter, cane sword, electronic dart gun, Kung Fu star, electronic stun gun, pepper spray or other noxious spray, explosive or incendiary bomb, or other device, instrument, material or substance that can cause physical injury or death when used to cause physical injury or death.

III. Student Rights and Responsibilities

A. Student Rights

The district is committed to safeguarding the rights given to all students under state and federal law. In addition, to promote a safe, healthy, orderly and civil school environment, all district students have the right to:

1. Take part in all district activities on an equal basis regardless of race, color, creed, national origin, religion, gender, sexual orientation or disability.
2. Present their version of the relevant events to school personnel authorized to impose a disciplinary penalty in connection with the imposition of the penalty.
3. Access school rules and, when necessary, receive an explanation of those rules from school personnel.

B. Student Responsibilities

All district students have the responsibility to:

1. Contribute to maintaining a safe and orderly school environment that is conducive to learning and to show respect to other persons and to property.
2. Be familiar with and abide by all district policies, rules and regulations dealing with student conduct.
3. Attend school every day unless they are legally excused and be in class, on time, and prepared to learn.

4. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
5. React to direction given by teachers, administrators and other school personnel in a respectful, positive manner.
6. Work to develop strategies to control their anger.
7. Ask questions when they do not understand.
8. Seek help in solving problems that might lead to discipline.
9. Dress appropriately for school and school functions.
10. Accept responsibility for their actions.
11. Conduct themselves as representatives of the district when participating in or attending school-sponsored extracurricular events and to hold themselves to the highest standards of conduct, demeanor, and sportsmanship.

STUDENT BILL OF RIGHTS AND RESPONSIBILITIES

With every right comes a responsibility.

It is the student's right:

It is the student's responsibility:

- | | | |
|---|---|--|
| 1) To attend school in the district in which one's parent or legal guardian resides. | → | To attend school daily, regularly and on time, perform assignments, and strive to do the highest quality work possible and be granted the opportunity to receive a good education. |
| 2) To expect that school will be a safe, orderly and purposeful place for all students to gain an education and to be treated fairly. | → | To be aware of all rules and expectations regulating student's behavior and conduct oneself in accordance with these guidelines. |
| 3) To be respected as an individual. | → | To respect one another, and to treat others in the manner that one would want to be treated. |
| 4) To express one's opinions verbally or in writing. | → | To express opinions and ideas in a respectful manner so as not to offend, slander, or restrict, the rights and privileges of others. |
| 5) To dress in such a way as to express one's personality. | → | To dress appropriately in accordance with the dress code, so as not to endanger physical health, safety, limit participation in school activities or be unduly distracting. |
| 6) To be afforded equal and appropriate educational opportunities. | → | To be aware of available educational programs in order to use and develop one's capabilities to their maximum. |
| 7) To take part in all school activities on | → | To work to the best of one's ability in all academic |

an equal basis regardless of race, color, creed, religion, religious practice, sex, sexual orientation, gender, national origin, ethnic group, political affiliation, age, marital status, or disability.

and extracurricular activities, as well as being fair and supportive of others.

- 8) To have access to relevant and objective information concerning drug and alcohol abuse, as well as access to individuals or agencies capable of providing direct assistance to students with serious personal problems. → To be aware of the information and services available and to seek assistance in dealing with personal problems, when appropriate.
- 9) To be protected from intimidation, harassment, or discrimination based on actual or perceived race, color, weight, national origin, ethnic group, religion, or religious practice, sex, gender/gender identity, sexual orientation, or disability, by employees or students on school property or at a school-sponsored event, function or activity. → To respect one another and treat others fairly in accordance with the District Code of Conduct and the provisions of the Dignity Act. To conduct themselves in a manner that fosters an environment that is free from intimidation, harassment, or discrimination. To report and encourage others, to report any incidents of intimidation, harassment or discrimination.

IV. Essential Partners

A. Parents

All parents are expected to:

1. Recognize that the education of their child(ren) is a joint responsibility of the parent(s) and the school community.
2. Send their children to school ready to participate and learn as required by New York State Education Law and in accordance with the District's Comprehensive Student Attendance Policy (#7110). Ensure that children attend school regularly and on time. Ensure absences are excused.
3. Insist their children be dressed and groomed in a manner consistent with the student dress code.
4. Help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
5. Know school rules and help their children understand them to maintain a safe, orderly environment in accordance with the District *Code of Conduct*.
6. Convey to their children a supportive attitude toward education and the district.
7. Build good relationships with teachers, other parents and their children's friends.
8. Help their children deal effectively with peer pressure.
9. Inform school officials of changes in the home situation that may affect student conduct or performance.
10. Provide a place for study and ensure homework assignments are completed.

11. Teach their children respect and dignity for themselves, and other students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, which will strengthen the child's confidence and promote learning in accordance with the Dignity for All Students Act.

B. Teachers

All district teachers are expected to:

1. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.
2. Be prepared to teach.
3. Demonstrate interest in teaching and concern for student achievement.
4. Know school policies and rules, and enforce them in a fair and consistent manner.
5. Communicate to students and parent(s):
 - a. Course objectives and requirements.
 - b. Marking/grading procedures.
 - c. Assignment deadlines.
 - d. Expectations for students.
 - e. Classroom discipline plan.
6. Communicate regularly (report cards, mid-marking period reports and more communication where deemed necessary) with students, parent(s) and other teachers concerning growth and achievement.
7. Confront issues of discrimination and harassment in any situation that threatens the emotional or physical health or safety of any students, school employee or any person who is lawfully on school property or at a school function.
8. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
9. Report incidents of discrimination and harassment that are witnessed or otherwise brought to a teacher's attention to the building administrator and/or Dignity Act Coordinator (DAC) in a timely manner.

C. School Counselors

1. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
2. Initiate teacher / student / counselor conferences and parent / teacher / student / counselor conferences, as necessary, as a way to resolve problems.
3. Regularly review with students their educational progress and career plans and graduation requirements.
4. Provide information to assist students with career planning.
5. Encourage students to benefit from the curriculum and extracurricular programs.
6. Coordinate Intervention Support Services, as needed, with student, parent, Building Principal and teachers.

7. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.
8. Report incidents of discrimination and harassment that are witnessed or otherwise brought to the counselor's attention to the building administrator and/or Dignity Act Coordinator (DAC) in a timely manner.

D. Principals

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
2. Ensure that students and staff have the opportunity to communicate regularly with the principal and approach the principal for redress of grievances.
3. Evaluate on a regular basis the effective safety, behavioral and school management issues related to all instructional programs.
4. Support the development of and student participation in appropriate extracurricular activities.
5. Be responsible for enforcing the Code of Conduct, ensuring that all cases are resolved promptly and fairly and, when necessary, appropriately documenting actions.
6. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.
7. Follow up on any incidents of discrimination and harassment that are witnessed or otherwise brought to the Principal's attention in a timely manner in collaboration with the Dignity Act Coordinator (DAC).

E. Administrators other than Principal and Superintendent

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
2. Ensure that students and staff have the opportunity to communicate regularly with the district administrator and to redress grievances within their program.
3. Evaluate district programs on a regular basis.
4. Support the development of and student participation in appropriate extracurricular activities.
5. Be responsible for enforcing the Code of Conduct, ensuring that all cases are resolved promptly and fairly and, when necessary, appropriately documenting actions.
6. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.

7. Follow up on any incidents of discrimination and harassment that are witnessed or otherwise brought to the Principal's attention in a timely manner in collaboration with the Dignity Act Coordinator (DAC).

F. Superintendent

1. Promote a safe, orderly and stimulating school environment, free from intimidation, discrimination and harassment, supporting active teaching and learning.
2. Review with District administrators the policies of the Board of Educations and state and federal laws relating to school operations and management.
3. Inform the Board about educational trends relating to student discipline.
4. Work to create instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs.
5. Work with district administrators in enforcing the code and ensuring that all cases are resolved promptly and fairly.
6. Address all areas of school-related safety concerns.

G. Board of Education

1. Collaborate with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel to develop a Code of Conduct that clearly defines expectations for the conduct of students, District personnel and visitors on school property and at school functions.
2. Adopt and review at least annually the District's Code of Conduct to evaluate the code's effectiveness and the fairness and consistency of its implementation.
3. Appoint a Dignity Act Coordinator in each school building. The Dignity Act Coordinator will be thoroughly trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, and sex. The Dignity Act Coordinator will be accessible to students and other staff members for consultation and advice as needed on the Dignity Act.
4. Lead by example by conducting Board meetings in a professional, respectful, and courteous manner.

H. Other School Staff

1. Follow the Code of Conduct; know, abide by and enforce school rules in a fair and consistent manner.
2. Set a good example for students and other staff by demonstrating dependability, integrity and other standards of ethical conduct.
3. Assist in promoting a safe, orderly and stimulating school environment.
4. Maintain confidentiality about all personal information and educational records concerning students and their families.
5. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.
6. Report incidents of discrimination and harassment that are witnessed or otherwise brought to a staff member's attention to the building administrator and/or Dignity Act Coordinator (DAC) in a timely manner.

I. Student Support Personnel

1. Support educational and academic goals.
2. Know school rules, abide by them and enforce them in a fair and consistent manner.
3. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
4. Set a good example for students and colleagues by demonstrating dependability, integrity and other standards of ethical conduct.
5. Maintain confidentiality about all personal information and educational records concerning students and their families.
6. Initiate teacher/student/counselor conferences and parent/teacher/student/counselor conferences, as necessary or requested, as a way to resolve problems and communicate as necessary in any other manner with parents and other staff regarding student progress and needs.
7. Regularly review with students their educational progress and career plan.
8. Provide information to assist students with career planning.
9. Encourage students to benefit from the curriculum and extra-curricular programs.
10. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.
11. Report incidents of discrimination and harassment that are witnessed or otherwise brought to the staff member's attention to the building administrator and/or Dignity Act Coordinator (DAC) in a timely manner.

J. All School Employees and Staff

1. Staff members are prohibited, under any circumstances, to date or engage in any improper fraternization or undue familiarity with students, regardless of the student's age and/or regardless of whether the student may have "consented" to such conduct. Further, employees shall not entertain students or socialize with students in such a manner as to create the perception that a dating relationship exists.
2. Inappropriate employee behavior includes, but is not limited to, flirting; making suggestive comments; dating; requests for sexual activity; physical displays of affection; giving inappropriate personal gifts; frequent personal communication with a student (via phone, e-mail, letters, notes, etc.) unrelated to course work or official school matters; providing alcohol or drugs to students; inappropriate touching; and engaging in sexual contact and/or sexual relations.
3. Any student who believes that he/she has been subjected to inappropriate staff behavior, as well as students, school employees or third parties who have knowledge of or witness any possible occurrence of inappropriate staff-student relations, shall report the incident to any staff member or either the employee's supervisor, the student's Principal or the District's designated Complaint Officer.

V. Dignity for All Students Act (Dignity Act)

The Dignity Act utilizes the following definitions:

- **Cyberbullying** means harassment or bullying as defined in Education Law §11(7)(a), (b), (c), and (d), that occurs through any form of electronic communication (Education Law §11[8]).
- **Emotional Harm** that takes place in the context of “harassment or bullying” means harm to a student’s emotional well-being through creation of a hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with a student’s education (8 NYCRR §100.2[1][2][ii][b][5]).
- **School Bus** means every motor vehicle owned by a public or governmental agency or private school and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities, or, privately owned and operated for compensation for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities (Education Law §11[1] and Vehicle and Traffic Law §142).
- **School Function** means a school-sponsored extra-curricular event or activity (Education §11[2]).
- **Disability** means (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regarded by others as such an impairment, provided, however, that in all provisions of this article dealing with employment, the term must be limited to disabilities which, upon the provision of reasonable accommodations, do not prevent the complainant from performing in a reasonable manner the activities involved in the job or occupation sought or held (Education Law §11[4] and Executive Law §292[21]).
- **Employee** means any person receiving compensation from a school district or employee of a contracted service provider or worker placed within the school under a public assistance employment program, pursuant to title nine-B of article five of the Social Services Law, and consistent with the provisions of such title for the provision of services to such district, its students or employees, directly or through contract, whereby such services performed by such person involve direct student contact (Education Law §§11[4] and 1125[3]).
- **Sexual Orientation** means actual or perceived heterosexuality, homosexuality, or bisexuality (Education Law §11[5]).
- **Gender** means actual or perceived sex and includes a person’s gender identity or expression (Education Law §11[6]).
- **Harassment** means the creation of a hostile environment by conduct or by verbal threats, intimidation or abuse that has or would have the effect of unreasonably and substantially interfering with a student’s educational performance, opportunities or benefits, or mental, emotional or physical well-being; or conduct, verbal threats, intimidation or abuse that reasonably causes or would reasonably be expected to

cause a student to fear for his or her physical safety; such conduct, verbal threats, intimidation or abuse includes but is not limited to conduct, verbal threats, intimidation or abuse based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex (Education Law §11[7]).

Under the Dignity Act, there are currently 11 protected classes, groups or characteristics. Such conduct should include, but is not limited to threats, intimidation, or abuse based on these 11 classes. The Dignity Act prohibits any discrimination based on actual or perceived characteristics. The 11 protected classes are defined as below:

Race means a group of persons related by a common descent or heredity. For purposes of enumeration the U.S. Census Bureau uses terms such as: "White/Caucasian", "Black/African American/African-descent", "Asian", "Bi-racial", "Hispanics/Latinos" etc. to describe and classify the inhabitants of the United States.

Color means the term that refers to the apparent pigmentation of the skin, especially as an indication or possible indication of race.

Weight means aside from the obvious meaning in the physical sciences, the word is used in reference to a person's "size".

National Origin means a person's country of birth or ancestor's country of birth.

Ethnic Group means a group of people who identify with each other through a common heritage including language, culture, and often a shared or common religion and or ideology that stresses ancestry.

Religion means specific fundamental beliefs and practices generally agreed to by large numbers of the group or a body of persons adhering to a particular set of beliefs and practices.

Religious Practice means a term including practices and observances such as attending worship services, wearing religious garb or symbols, praying at prescribed times, displaying religious objects, adhering to certain dietary rules, refraining from certain activities, proselytizing, etc.

Sex means the biological and physiological characteristics that define men and women. (MALE and FEMALE denote "sex".)

Gender means the socially constructed roles, behaviors, activities, and attributes that a given society considers appropriate for men and women. (MASCULINE and FEMININE denote "gender".)

Sexual orientation means the sex to which a person is sexually attracted. Someone attracted primarily or exclusively to members of the opposite sex is characterized as straight or heterosexual. Someone attracted primarily or exclusively to members of the same sex is characterized as homosexual. A person with a strong or viable attraction to both genders is characterized as bisexual or pansexual.

Disability means any restriction or lack (due to any impairment) of ability to perform an activity in the manner or within the range considered typical.

The Dignity Act prohibits discrimination and harassment of students on school property, including at school functions, by any student and/or employee. However, harassment may include, among other things, the use, both on and off school property, of information technology, including, but not limited to, e-mail, instant messaging, blogs, chat rooms, pagers, cell phones, gaming systems and social media websites, to deliberately harass or threaten others. This type of harassment is generally referred to as cyberbullying.

Students are prohibited from using or having on or in an operational mode any paging device, mobile telephone, cellular telephone, laser pointer or pen or any other type of telecommunications or imaging device during instructional time, except as expressly permitted in connection with authorized use in classrooms. While students are permitted to possess such devices during the school day, they are prohibited from using them in any manner which invades the privacy of students, employees, volunteers, visitors, or interferes with the overall educational setting. Students are not permitted to use any form of information technology, including their own personal electronic devices, to intimidate, harass or threaten others. This type of harassment is generally referred to as cyberbullying. If a student violates this prohibition, then he/she is subject to discipline under this provision and/or any other provision in the District Code of Conduct that may be applicable to the circumstances involved. Any electronic device that is permitted on school property is encouraged to be kept on the person and in a concealed manner.

VI. Student Dress Code

All students are expected to give proper attention to personal cleanliness and to dress appropriately for school and school functions. Students and their parent(s) have the primary responsibility for acceptable student dress and appearance. Teachers and all other district personnel should exemplify and reinforce acceptable student dress and help students develop an understanding of appropriate appearance in the school setting.

A student's dress, grooming and appearance, including hair style/color, jewelry, make-up and nails, shall:

1. Be safe, appropriate and not disrupt or interfere with the educational process.
2. Recognize that extremely brief garments such as tube tops, net tops, halter tops, spaghetti straps, plunging necklines (front and/or back), bare midriff, shorts above mid thigh and see-through garments, but not limited to, are not appropriate.
3. Ensure that underwear is completely covered with outer clothing.
4. Include footwear at all times. Footwear that is a safety hazard will not be allowed. Inappropriate footwear includes :slippers, but not limited to.
5. Not include the wearing of hats in the school buildings during the school day except for a medical or religious purpose.
6. Not include items that are vulgar, obscene, and libelous or denigrate others on account of race, color, religion, creed, national origin, gender, sexual orientation or disability.
7. Not promote and/or endorse the use of alcohol, tobacco or illegal drugs and/or encourage other illegal or violent activities.

Each building principal may allow exceptions to the student dress code for: senior hat day, spirit day and other designated special occasions. All exceptions should be approved through the superintendent.

Each building principal or his/her designee shall be responsible for informing all students and their parent(s) of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year.

Students who violate the student dress code shall be required to modify their appearance by covering or removing the offending item and, if necessary or practical, replacing it with an acceptable item. If necessary, parents may be contacted to assist with a student's compliance of the dress code. Any student who refuses to do so or repeatedly fails to comply with the dress code shall be seen as insubordinate and be subject to discipline, up to and including out of school suspension.

VII. Prohibited Student Conduct

The Board expects all students to conduct themselves in an appropriate and civil manner, with proper regard for the rights and welfare of other students, district personnel and other members of the school community, and for the care of school facilities and equipment. These expectations also apply to internships and student work experience

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

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

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

- A. Engage in conduct that is disorderly. Examples of disorderly conduct include, but are not limited to:
 - 1. Running in hallways.
 - 2. Making unreasonable noise.
 - 3. Using language or gestures that are profane, lewd, vulgar or abusive.
 - 4. Obstructing vehicular or pedestrian traffic.
 - 5. Engaging in any willful act that disrupts the normal operation of the school community.
 - 6. Trespassing. Students are not permitted in any school building, other than the one they regularly attend, without permission from the administrator in charge of the building.
 - 7. Computer/electronic communications misuse, including any unauthorized use of Cell Phones, computers, software, any form of an electronic backpack, or internet/intranet account; accessing inappropriate websites; or any other violation of the District's Acceptable Use Policy.
- B. Engage in conduct that is insubordinate. Examples of insubordinate conduct include, but are not limited to:
 - 1. Failing to comply with the reasonable directions of teachers, school administrators or other school employees in charge of students or otherwise demonstrating disrespect.

2. Lateness for, missing or leaving school without permission.
3. Skipping detention.
- C. Engage in conduct that is disruptive. Examples of disruptive conduct include, but are not limited to:
 1. Failing to comply with the reasonable directions of teachers, school administrators or other school personnel in charge of students.
 2. Refusing to follow classroom and/or school rules.
- D. Engage in conduct that is violent. Examples of violent conduct include, but are not limited to:
 1. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon a teacher, administrator or other school employee or attempting to do so.
 2. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon another student or any other person lawfully on school property or attempting to do so.
 3. Possessing a weapon. Only authorized individuals (e.g. law enforcement officials) are permitted to have a weapon in their possession while on school property or at a school function.
 4. Displaying what appears to be a weapon.
 5. Threatening to use any weapon.
 6. Verbally threatening to cause harm upon a teacher, administrator or other school employee or attempting to do so.
 7. Verbally threatening to cause harm upon another student or any other person lawfully on school property or attempting to do so.
 8. Intentionally damaging or destroying the personal property of a student, teacher, administrator, other district employee or any person lawfully on school property, including graffiti or arson.
 9. Intentionally damaging or destroying school district property, including graffiti or arson.
 10. Participating in Gang related activities. Including but not limited to: Recruiting of members, use of gang signs or hand signals, tagging (graffiti), wearing of gang clothes ("colors").
- E. Engage in any conduct that endangers the safety, morals, health or welfare of others. Examples of such conduct include, but are not limited to:
 1. Lying to school personnel.
 2. Stealing the property of other students, school personnel or any other person lawfully on school property or attending a school function.
 3. Defamation, which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them. This can include posting or publishing video, audio recordings or pictures (written material, cell phones, Internet, YouTube etc.).
 4. Discrimination, based on a person's actual or perceived race, age, sexual orientation, use of a recognized guide dog, hearing dog or service dog, color, creed, national origin, ethnic group, religion, religious practice, sex, sexual orientation, gender or gender identity, marital or veteran status, use of a recognized guide dog, hearing dog or service dog, or disability as a basis for

treating another in a negative manner on school property or at a school function.

5. Harassment, the creation of a hostile environment by conduct or by verbal threats, intimidation or abuse that has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional or physical wellbeing based on a person's actual or perceived race, color, weight, national origin, political affiliation, ethnic group, religion, religious practice, marital or veteran status, use of a recognized guide dog, hearing dog or service dog, disability, sexual orientation, gender or sex.
6. Bullying and intimidation, which includes engaging in actions or statements (verbal, written, electronic or graphic) that put an individual in fear of bodily harm and/or emotional discomfort; for example, "play" fighting, extortion of money, overt teasing, etc.
7. "Internet bullying" (also referred to as "cyberbullying") including the use of instant messaging, email, websites, chat rooms, text messaging, or by any other electronic means, when such use interferes with the operation of the school; or infringes upon the general health, safety and welfare of students or employees.
8. Hazing, which includes any intentional or reckless act directed against another for the purpose of initiation into, affiliating with or maintaining membership in any school sponsored activity, organization, club or team.
9. Displaying signs of gang affiliation or engaging in gang-related behaviors that are observed to increase the level of conflict or violent behavior.
10. Selling, using or possessing obscene material.
11. Using vulgar or abusive language, cursing or swearing.
12. Possessing, using, selling, distributing or exchanging a cigarette, electronic or vapor cigarette, or related materials, cigar, pipe, chewing or smokeless tobacco.
13. Possessing, consuming, selling, attempting to sell, distributing or exchanging alcoholic beverages, tobacco, tobacco products, tobacco imitation products, or illegal and/or controlled substances, counterfeit and designer drugs, or paraphernalia for use of such drugs or be under the influence of any such substances on school property or at a school function. "Illegal substances" include, but are not limited to, inhalants, marijuana, synthetic cannabinoids, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, drug paraphernalia and any substances commonly referred to as "designer drugs."
14. Inappropriately using, sharing, attempting to sell, distributing, or exchanging prescription and over-the-counter drugs.
15. Possessing, consuming, selling, attempting to sell, distributing, or exchanging "look-alike drugs"; or, possessing or consuming (without authorization), selling, attempting to sell, distributing or exchanging other substances such as dietary supplements, weight loss pills, etc.
16. Gambling and gaming.
17. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner.
18. Initiating a report warning of fire or other catastrophe without valid cause, misuse of emergency numbers (e.g. 911), or discharging a fire extinguisher.
19. Display of or engaging in affectionate or intimate behavior; or overt displays of affection.
20. Body Piercing, Cutting, Tattooing, or other physically altering activity of self or

others.

21. Sexual Harassment; which includes unwelcome sexual advances, requests for sexual favors, taking, or sending sexually explicit videos, sending sexually explicit messages via text messages or other forms of social media communication, pictures or auditory recordings or any statement or action perceived as harassing and has a sexual connotation.
- F. Engage in misconduct while on a school bus.
It is crucial for students to behave appropriately while riding on District buses to ensure their safety and that of other passengers and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Excessive noise, pushing, shoving, fighting and not staying seated will not be tolerated.
 - G. Engage in any form of academic misconduct. Examples of academic misconduct include, but are not limited to:
Plagiarism, cheating, copying, altering records, alteration/destruction of other people's work and resources, accessing other users email accounts or network storage accounts and/or attempting to read, delete, copy, modify, and interfere with the transferring and receiving of electronic communications, or assisting another student in any of the above actions.

VIII. Reporting Violations

All students are expected to promptly report violations of the code to a teacher, guidance counselor, the building principal or his/her designee. Any student observing a student possessing a weapon, alcohol or illegal substance on school property or at a school function shall report this information immediately to a teacher, or a district administrator.

All district staff who are authorized to impose disciplinary sanctions are expected to do so in a prompt, fair and lawful manner. District staff who are not authorized to impose disciplinary sanctions are expected to promptly report violations of the code to their supervisor, who shall in turn impose an appropriate disciplinary sanction, if so authorized, or refer the matter to a staff member who is authorized to impose an appropriate sanction.

Any weapon, alcohol or illegal substance found shall be confiscated immediately, if possible, followed by notification to the parent(s) of the student involved and the appropriate disciplinary sanction if warranted, which may include permanent suspension and referral for prosecution.

The building principal or his/her designee must notify the appropriate local law enforcement agency of those code violations that constitute a crime and substantially affect the order or security of a school as soon as practical, but in no event later than the close of business the day the principal or his/her designee learns of the violation. The notification may be made by telephone, followed by a letter mailed on same day as the telephone call is made. The notification must identify the student and explain the conduct that violated the code and constituted a crime.

IX. Disciplinary Penalties, Procedures and Referrals

Discipline is most effective when it deals directly with the problem at the time and place it occurs, and in a way that students view as fair and impartial. School personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the students' ability to grow in self-discipline.

Disciplinary action, when necessary, will be firm, fair and consistent so as to be the most effective in changing student behavior. In determining the appropriate disciplinary action, school personnel authorized to impose disciplinary penalties will consider the following:

1. The student's age.
2. The nature of the offense and the circumstances, which led to the offense.
3. The student's prior disciplinary record.
4. The effectiveness of other forms of discipline.
5. Information from parents, teachers and/or others, as appropriate.
6. Other extenuating circumstances.

As a general rule, discipline will be progressive. This means that a student's first violation will usually merit a lighter penalty than subsequent violations.

If the conduct of a student is related to a disability or suspected disability, the student shall be referred to the Committee on Special Education and discipline, if warranted, shall be administered consistent with the separate requirements of this code for disciplining students with a disability or presumed to have a disability. A student identified as having a disability shall not be disciplined for behavior related to his/her disability.

A. Penalties

Students who are found to have violated the district's code may be subject to the following penalties, either alone or in combination. The school personnel identified after each penalty are authorized to impose that penalty, consistent with the student's right to due process.

1. Oral warning – any member of the district staff
2. Written warning to the appropriate district administrator – bus drivers, hall and lunch monitors, school aides, custodians, coaches, guidance counselors, teacher assistants, teachers, district administrators
3. Written notification to parent(s) – coaches, guidance counselors, teacher assistants, teachers, district administrators
4. Detention – teacher assistants, teachers, district administrators
5. Suspension from transportation – director of transportation, district administrators
6. Suspension from athletic participation – coaches, district administrators
7. Suspension from social or extracurricular activities – activity director, district administrators
8. Suspension of other privileges – district administrators
9. Alternative Learning Center – district administrators
10. Removal from classroom – teachers, district administrators
11. Short-term (five days or less) suspension from school – district administrators
12. Long-term (more than five days) suspension from school – superintendent
13. Permanent suspension from school – superintendent, Board

B. Procedures

The amount of due process a student is entitled to receive before a penalty is imposed depends on the penalty being imposed. In all cases, regardless of the penalty imposed, the school personnel authorized to impose the penalty must inform the student of the alleged misconduct and must investigate, to the extent necessary, the facts surrounding the alleged misconduct. All students will have an opportunity to

present their version of the facts to the school personnel imposing the disciplinary penalty in connection with the imposition of the penalty.

Students who are to be given penalties other than an oral warning, written warning or written notification to their parent(s) are entitled to additional rights before the penalty is imposed. These additional rights are explained below.

1. Detention (outside of the school day)

Teachers, and district administrators may use after-school detention as a penalty for student misconduct in situations where removal from the classroom or suspension would be inappropriate. Detention outside of the school day will be imposed as a penalty only after the student's parent(s) has been notified to confirm that there is no parental objection to the penalty and the student has appropriate transportation home following detention.

2. Suspension from transportation

If a student does not conduct himself/herself properly on a bus, the bus driver is expected to bring such misconduct to the transportation supervisor's attention. Students who become a serious disciplinary problem may have their riding privileges suspended by the building principal or the superintendent or their designees. In such cases, the student's parent(s) will become responsible for seeing that his/her child gets to and from school safely. Should the suspension from transportation amount to a suspension from attendance; the district will make appropriate arrangements to provide for the student's education.

A student subjected to a suspension from transportation is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent(s) will be provided with a reasonable opportunity for an informal conference with the building principal or the principal's designee to discuss the conduct and the penalty involved.

3. Suspension from athletic participation, extra curricular activities and other privileges

A student subjected to a suspension from athletic participation, extra-curricular activities or other privileges is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent(s) will be provided with a reasonable opportunity for an informal conference with the district official imposing the suspension to discuss the conduct and the penalty involved.

4. Alternative Learning Center

The Board recognizes the school must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board authorizes district administrators to place students who would otherwise be suspended from school as the result of a code violation in "Alternative learning Center." The Alternative learning Center teacher will be a certified teacher or a teaching assistant or approved substitute teacher under the supervision of a teacher or principal.

A student subjected to the Alternative Learning Center is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the

student's parent(s) will be provided with a reasonable opportunity for an informal conference with the district official imposing the Alternative Learning Center to discuss the conduct and the penalty involved.

5. Teacher disciplinary removal of disruptive students

A student's behavior can affect a teacher's ability to teach and can make it difficult for other students in the classroom to learn. In most instances the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using good classroom management techniques. These techniques may include practices that involve the teacher directing a student to briefly leave the classroom to give the student an opportunity to regain his/her composure and self-control in an alternative setting. Such practices may include, but are not limited to:

- a. short-term "time-out" in an elementary classroom or in an administrator's office
- b. sending a student into the hallway briefly
- c. sending a student to the principal's office for the remainder of the class time only
- d. sending a student to a guidance counselor or other district staff member for counseling.

Time-honored classroom management techniques such as these do not constitute disciplinary removals for purposes of this code.

On occasion, a student's behavior may become disruptive. For purposes of this code, a disruptive student is a student who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules.

A classroom teacher may remove a disruptive student from class for up to two days. The removal from class applies to the class of the removing teacher only.

If the disruptive student does not pose a danger or ongoing threat of disruption to the academic process, the teacher must provide the student with an explanation for why he or she is being removed and an opportunity to explain his/her version of the relevant events before the student is removed. Only after the informal discussion may a teacher remove a student from class.

If the student poses a danger or ongoing threat of disruption, the teacher may order the student to be removed immediately. The teacher must, however, explain to the student why he or she was removed from the classroom and give the student a chance to present his/her version of the relevant events within 24-hours.

The teacher must complete a district-established disciplinary removal form and meet with the principal or his/her designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the removal and to present the removal form. If the principal or designee is not available by the end of the same school day, the teacher must leave the form with the secretary

and meet with the principal or designee prior to the beginning of classes on the next school day.

Within 24-hours after the student's removal, the principal or another district administrator designated by the principal must notify the student's parent(s), in writing, that the student has been removed from class and why. The notice must also inform the parent(s) that he or she has the right to meet informally with the principal or the principal's designee. The principal or the principal's designee may include the teacher in the meeting to discuss the reasons for the removal.

The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the student's removal at the last known address for the parent(s). Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting the parent(s).

The principal may require the teacher who ordered the removal to attend the informal conference.

If at the informal meeting the student denies the charges, the principal or the principal's designee must explain why the student was removed and give the student and the student's parent(s) a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's removal. The timing of the informal meeting may be extended by mutual agreement of the parent(s) and principal.

The principal or the principal's designee may overturn the removal of the student from class if the principal finds any one of the following:

- a. The charges against the student are not supported by substantial evidence.
- b. The student's removal is otherwise in violation of law, including the district's code.
- c. The conduct warrants suspension from school pursuant to Education Law §3214 and a suspension will be imposed.

The principal or his/her designee may overturn a removal at any point between receiving the referral form issued by the teacher and the close of business on the day following the 48-hour period for the informal conference, if a conference is requested. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the principal makes a final determination, or the period of removal expires, whichever is less.

Any disruptive student removed from the classroom by the classroom teacher shall be offered continued educational programming and activities until he or she is permitted to return to the classroom.

Each teacher must keep a complete log (on a district provided form) for all cases of removal of students from his/her class. The principal must keep a log of all removals of students from class.

Removal of a student with a disability, under certain circumstances, may constitute a change in the student's placement. Accordingly, no teacher may remove a student with a disability from his/her class until he or she has verified with the principal or the chairperson of the Committee on Special Education

that the removal will not violate the student's rights under state or federal law or regulation.

6. Suspension from school

Suspension from school is a severe penalty, which may be imposed only upon students who are insubordinate, disorderly, violent or disruptive, or whose conduct otherwise endangers the safety, morals, health or welfare of others. Any student who is suspended from school is not allowed on South Lewis Central School property for the duration of the suspension. The superintendent must approve any exception to this rule in advance.

The Board retains its authority to suspend students, but places primary responsibility for the suspension of students with the principal and superintendent. The Board authorizes district administrators to suspend if necessary.

Any staff member may recommend to the principal that a student be suspended. All staff members must immediately report and refer a violent student to the principal or other district administrator for a violation of the code. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension.

The superintendent or principal, upon receiving a recommendation or referral for suspension or when processing a case for suspension, shall gather the facts relevant to the matter and record them for subsequent presentation, if necessary.

a. Short-term (5 days or less) suspension from school

When the superintendent or principal (referred to as the "suspending authority") proposes to suspend a student charged with misconduct for five days or less pursuant to Education Law §3214(3), the suspending authority must immediately notify the student orally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student's parent(s) in writing that the student may be suspended from school. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the decision to propose suspension at the last known address for the parent(s). Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting the parent(s).

The notice shall provide a description of the charges against the student and the incident for which suspension is proposed and shall inform the parent(s) of the right to request an immediate informal conference with the principal. Both the notice and informal conference shall be in the dominant language or mode of communication used by the parent(s). At the conference, the parent(s) shall be permitted to ask questions of complaining witnesses under such procedures as the principal may established.

The notice and opportunity for an informal conference shall take place before the student is suspended unless the student's presence in school

poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process. If the student's presence does pose such a danger or threat of disruption, the notice and opportunity for an informal conference shall take place as soon after the suspension as is reasonably practicable.

After the conference, the principal shall promptly advise the parent(s) in writing of his/her decision. The principal shall advise the parent(s) that if they are not satisfied with the decision and wish to pursue the matter, they must file a written appeal to the superintendent within five business days, unless they can show extraordinary circumstances precluding them from doing so. The superintendent shall issue a written decision regarding the appeal within 10 business days of receiving the appeal. If the parent(s) are not satisfied with the superintendent's decision, they must file a written appeal to the Board with the district clerk within 10 business days of the date of the superintendent's decision, unless they can show extraordinary circumstances precluding them from doing so. Only final decisions of the Board may be appealed to the Commissioner within 30 days of the decision.

b. Long-term (more than 5 days) suspension from school

When the superintendent or building principal determines that a suspension for more than five days may be warranted, he or she shall give reasonable notice to the student and the student's parent(s) of their right to a fair hearing. At the hearing the student shall have the right to be represented by counsel, the right to question witnesses against him or her and the right to present witnesses and other evidence on his/her behalf.

7. Superintendent's Hearing

The superintendent shall personally hear and determine the proceeding or may, in his/her discretion, designate a hearing officer to conduct the hearing. The hearing officer shall be authorized to administer oaths and to issue subpoenas in conjunction with the proceeding before him or her. A record of the hearing shall be maintained, but no stenographic transcript shall be required. A tape recording shall be deemed a satisfactory record. The hearing officer shall make findings of fact and recommendations as to the appropriate measure of discipline to the superintendent. The report of the hearing officer shall be advisory only, and the superintendent may accept all or any part thereof.

An appeal of the decision of the superintendent may be made to the Board that will make its decision based solely upon the record before it. All appeals to the Board must be in writing and submitted to the district clerk within 10 business days of the date of the superintendent's decision, unless the parent(s) can show that extraordinary circumstances precluded them from doing so. The Board may adopt in whole or in part the decision of the superintendent. Final decisions of the Board may be appealed to the Commissioner within 30 days of the decision.

8. Permanent suspension

Permanent suspension is reserved for extraordinary circumstances such as where a student's conduct poses a life-threatening danger to the safety and well

being of other students, school personnel or any other person lawfully on school property or attending a school function.

C. Minimum Periods of Suspension

1. Students who bring a weapon to school

Any student, other than a student with a disability, found guilty of bringing a weapon onto school property will be subject to suspension from school for at least one calendar year. Before being suspended, the student will have an opportunity for a hearing pursuant to Education Law §3214. The superintendent has the authority to modify the one-year suspension on a case-by-case basis. In deciding whether to modify the penalty, the superintendent may consider the following:

- a. The student's age.
- b. The student's grade in school.
- c. The student's prior disciplinary record.
- d. The superintendent's belief that other forms of discipline may be more effective.
- e. Input from parents, teachers and/or others.
- f. Other extenuating circumstances.

A student with a disability may be suspended only in accordance with the requirements of state and federal law.

2. Students who commit violent act other than bringing a weapon to school

Any student, other than a student with a disability, who is found to have committed a violent act, other than bringing a weapon onto school property, could be subject to a suspension from school. If the proposed penalty is a suspension of five-days or less, the student and the student's parent(s) will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed penalty exceeds a five-day suspension, the student and the student's parent(s) will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The superintendent has the authority to modify any suspension on a case-by-case basis. In deciding whether to modify the penalty, the superintendent may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

3. Students who are repeatedly substantially disruptive of the educational process or repeatedly substantially interfere with the teacher's authority over the classroom.

Any student, other than a student with a disability, who repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom, will be suspended from school for at least five days. For purposes of this code, "repeatedly is substantially disruptive" means engaging in conduct that results in the student being removed from the classroom by teacher(s) pursuant to Education Law §3214(3-a) and this code on four or more occasions during a semester, or three or more occasions during a trimester. If the proposed penalty is the minimum five-day suspension, the student and the student's parent(s) will be given the same notice and opportunity for an informal conference given to all students subject

to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parent(s) will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The superintendent has the authority to modify the minimum five-day suspension on a case-by-case basis. In deciding whether to modify the penalty, the superintendent may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

D. Referrals

1. Counseling

The Guidance Office shall handle all referrals of students to counseling.

2. PINS Petitions

The district may file a PINS (person in need of supervision) petition in Family Court on any student under the age of 18 who demonstrates that he or she requires supervision and treatment by:

- a. Being habitually truant and not attending school as required by part one of Article 65 of the Education Law.
- b. Engaging in an ongoing or continual course of conduct, which makes the student ungovernable, or habitually disobedient, and beyond the lawful control of the school.
- c. Knowingly and unlawfully possesses marijuana in violation of Penal Law § 221.05. A single violation of § 221.05 will be a sufficient basis for filing a PINS petition.

3. Juvenile Delinquents and Juvenile Offenders

The superintendent is required to refer the following students to the County Attorney for a juvenile delinquency proceeding before the Family Court:

- a. Any student under the age of 16 who is found to have brought a weapon to school, or
- b. Any student 14 or 15 years old who qualifies for juvenile offender status under the Criminal Procedure Law §1.20 (42).

The principal and/or superintendent is required to refer students age 16 and older or any student 14 or 15 years old who qualifies for juvenile offender status to the appropriate law enforcement authorities.

X. Alternative Instruction

When a student of any age is removed from class by a teacher; or a student of compulsory attendance age is suspended from school pursuant to Education Law §3214, the district will take immediate steps to provide alternative means of instruction for the student.

XI. Discipline of Students with Disabilities

The Board recognizes that it may be necessary to suspend, remove or otherwise discipline students with disabilities to address disruptive or problem behavior. The Board also recognizes that students with disabilities enjoy certain procedural protections whenever school authorities intend to impose discipline upon them. The Board is committed to ensuring that the procedures followed for suspending, removing or otherwise disciplining students with disabilities are consistent with the procedural safeguards required by applicable laws and regulations.

This code affords students with disabilities subject to disciplinary action no greater or lesser rights than those expressly afforded by applicable federal and state law and regulations.

A. Authorized Suspensions or Removals of Students with Disabilities

1. For purposes of this section of the code, the following definitions apply:
 - a. A “suspension” means a suspension pursuant to Education Law § 3214.
 - b. A “removal” means a removal for disciplinary reasons from the student’s current educational placement other than a suspension and change in placement to an interim alternative educational setting (IAES) ordered by an impartial hearing officer because the student poses a risk of harm to himself or herself or others.
 - c. An “IAES” means a temporary educational placement for a period of up to 45 days, other than the student’s current placement at the time the behavior precipitating the IAES placement occurred, that enables the student to continue to progress in the general curriculum, although in another setting, to continue to receive those services and modifications, including those described on the student’s current individualized education program (IEP), that will enable the student to meet the goals set out in such IEP, and include services and modifications to address the behavior which precipitated the IAES placement that are designed to prevent the behavior from recurring.
2. School personnel may order the suspension or removal of a student with a disability from his/her current educational placement as follows:
 - a. The Board, the district (BOCES) superintendent, superintendent of schools, committee of special education chairperson or a building principal may order the placement of a student with a disability into an IAES, another setting or suspension for a period not to exceed five consecutive school days and not to exceed the amount of time a non-disabled student would be subject to suspension for the same behavior.
 - b. The superintendent may order the placement of a student with a disability into an IAES, another setting or suspension for up to 10 consecutive school days, inclusive of any period in which the student has been suspended or removed under subparagraph (a) above for the same behavior, if the superintendent determines that the student has engaged in behavior that warrants a suspension and the suspension or removal does not exceed the amount of time non-disabled students would be subject to suspension for the same behavior.
 - c. The superintendent may order additional suspensions of not more than 10 consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement.
 - d. The superintendent may order the placement of a student with a disability in an IAES to be determined by the Committee on Special Education (CSE), for the same amount of time that a student without a disability would be subject to discipline, but not more than 45 days, if the student carries or possesses a weapon to school or to a school function, or the student knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function, or has inflicted serious bodily injury upon another person while at school, on school premises or at a school function under the jurisdiction of the educational agency. The superintendent may consider any unique circumstances on a case-by-case basis when determining whether to

order a change in placement for a student with disability who violates this code of conduct.

- i. "Weapon" means the same as "dangerous weapon" under 18 U.S.C. § 930(g)(w) which includes "a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except...[for] a pocket knife with a blade of less than 2 1/2 inches in length."
 - ii. "Controlled substance" means a drug or other substance identified in certain provisions of the federal Controlled Substances Act specified in both federal and state law and regulations applicable to this policy.
 - iii. "Illegal drugs" means a controlled substance except for those legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act or any other federal law.
3. Subject to specified conditions required by both federal and state law and regulations, an impartial hearing officer may order the placement of a student with a disability in an IAES setting for up to 45 days at a time, if maintaining the student in his/her current educational placement poses a risk of harm to the student or others.

B. Change of Placement Rule

1. A disciplinary change in placement means a suspension or removal from a student's current educational placement that is either:
 - a. For more than 10 consecutive school days; or
 - b. For a period of 10 consecutive school days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than 10 school days in a school year and because of such factors as the length of each suspension or removal, the total amount of time the student is removed and the proximity of the suspensions or removals to one another.
2. School personnel may not suspend or remove a student with disabilities if imposition of the suspension or removal would result in a disciplinary change in placement based on a pattern of suspension or removal.

However, the district may impose a suspension or removal, which would otherwise result in a disciplinary change in placement, based on a pattern of suspensions or removals if the CSE has determined that the behavior was not a manifestation of the student's disability, or the student is placed in an IAES for behavior involving weapons, illegal drugs or controlled substances.

C. Special Rules Regarding the Suspension or Removal of Students with Disabilities

1. The district's Committee on Special Education shall:
 - a. Conduct functional behavioral assessments to determine why a student engages in a particular behavior, and develop or review behavioral intervention plans whenever the district is first suspending or removing a student with a disability for more than 10 school days in a school year or imposing a suspension or

removal that constitutes a disciplinary change in placement, including a change in placement to an IAES for misconduct involving weapons, illegal drugs or controlled substances.

If subsequently, a student with a disability who has a behavioral intervention plan and who has been suspended or removed from his/her current educational placement for more than 10 school days in a school year is subjected to a suspension or removal that does not constitute a disciplinary change in placement, the members of the CSE shall review the behavioral intervention plan and its implementation to determine if modifications are necessary.

If one or more members of the CSE believe that modifications are needed, the school district shall convene a meeting of the CSE to modify such plan and its implementation, to the extent the committee determines necessary.

- b. Conduct a manifestation determination review of the relationship between the student's disability and the behavior subject to disciplinary action whenever a decision is made to place a student in an IAES either for misconduct involving weapons, illegal drugs or controlled substances or because maintaining the student in his current educational setting poses a risk of harm to the student or others; or a decision is made to impose a suspension that constitutes a disciplinary change in placement.
2. The parent(s) of a student who is facing disciplinary action, but who has not been determined to be eligible for services under IDEA and Article 89 at the time of misconduct, shall have the right to invoke applicable procedural safeguards set forth in federal and state law and regulations if, in accordance with federal and state statutory and regulatory criteria, the school district is deemed to have had knowledge that their child was a student with a disability before the behavior precipitating disciplinary action occurred. If the district is deemed to have had such knowledge, the student will be considered a student presumed to have a disability for discipline purposes.
 - a. The superintendent, building principal or other school official imposing a suspension or removal shall be responsible for determining whether the student is a student presumed to have a disability.
 - b. A student will not be considered a student presumed to have a disability for discipline purposes if, upon receipt of information supporting a claim that the district had knowledge the student was a student with a disability, the district either:
 - i. conducted an individual evaluation and determined that the student is not a student with a disability, or
 - ii. determined that an evaluation was not necessary and provided notice to the parent(s) of such determination, in the manner required by applicable law and regulations.

If there is no basis for knowledge that the student is a student with a disability prior to taking disciplinary measures against the student, the student may be subjected to the same disciplinary measures as any other non-disabled student who engaged in comparable behaviors.

However, if a request for an individual evaluation is made while such non-disabled student is subjected to a disciplinary removal, an expedited evaluation shall

be conducted and completed in the manner prescribed by applicable federal and state law and regulations. Until the expedited evaluation is completed, the non-disabled student who is not a student presumed to have a disability for discipline purposes shall remain in the educational placement determined by the district, which can include suspension.

3. The district shall provide the parent with notice of disciplinary removal no later than the date on which a decision is made to change the placement of a student with a disability to an IAES for either misconduct involving weapons, illegal drugs or controlled substances or because maintaining the student in his/her current educational setting poses a risk of harm to the student or others; or a decision is made to impose a suspension or removal that constitutes a disciplinary change in placement. The procedural safeguards notice prescribed by the Commissioner shall accompany the notice of disciplinary removal.
4. The parent(s) of a student with disabilities subject to a suspension of five consecutive school days or less shall be provided with the same opportunity for an informal conference available to the parent(s) of non-disabled students under the Education Law.
5. Superintendent hearings on disciplinary charges against students with disabilities subject to a suspension of more than five school days shall be bifurcated into a guilt phase and a penalty phase in accordance with the procedures set forth in the Commissioner's regulations incorporated into this code.
6. The removal of a student with disabilities other than a suspension or placement in an IAES shall be conducted in accordance with the due process procedures applicable to such removals of non-disabled students, except that school personnel may not impose such removal for more than 10 consecutive days or for a period that would result in a disciplinary change in placement, unless the CSE has determined that the behavior is not a manifestation of the student's disability.
7. During any period of suspension or removal, including placement in an IAES, students with disabilities shall be provided services as required by the Commissioner's regulations incorporated into this code.

D. Expedited Due Process Hearings

1. An expedited due process hearing shall be conducted in the manner specified by the Commissioner's regulations incorporated into this code, if:
 - a. The district requests such a hearing to obtain an order of an impartial hearing officer placing a student with a disability in an IAES where school personnel maintain that it is dangerous for the student to be in his/her current educational placement, or during the pendency of due process hearings where school personnel maintain that it is dangerous for the student to be in his/her current educational placement during such proceedings.
 - b. The parent(s) requests such a hearing from a determination that the student's behavior was not a manifestation of the student's disability, or relating to any decision regarding placement, including but not limited to any decision to place the student in an IAES.
 - i. During the pendency of an expedited due process hearing or appeal regarding the placement of a student in an IAES for behavior involving weapons, illegal drugs or controlled substances, or on grounds of

- dangerousness, or regarding a determination that the behavior is not a manifestation of the student's disability for a student who has been placed in an IAES, the student shall remain in the IAES pending the decision of the impartial hearing officer or until expiration of the IAES placement, whichever occurs first, unless the parent(s) and the district agree otherwise.
- ii. If school personnel propose to change the student's placement after expiration of an IAES placement, during the pendency of any proceeding to challenge the proposed change in placement, the student shall remain in the placement prior to removal to the IAES, except where the student is again placed in an IAES.
2. An expedited due process hearing shall be completed within 15 business days of receipt of the request for a hearing. Although the impartial hearing officer may grant specific extensions of such time period, he or she must mail a written decision to the district and the parent(s) within five business days after the last hearing date, and in no event later than 45 calendar days after receipt of the request for a hearing, without exceptions or extensions.

E. Referral to law enforcement and judicial authorities

In accordance with the provisions of IDEA and its implementing regulations:

1. The district may report a crime committed by a child with a disability to appropriate authorities, and such action will not constitute a change of the student's placement.
2. The superintendent shall ensure that copies of the special education and disciplinary records of a student with disabilities are transmitted for consideration to the appropriate authorities to whom a crime is reported.

XII. Corporal Punishment

Corporal punishment is any act of physical force upon a student for the purpose of punishing that student. Corporal punishment of any student by any district employee is strictly forbidden.

However, in situations where alternative procedures and methods that do not involve the use of physical force cannot reasonably be used, reasonable physical force may be used to:

1. Protect oneself, another student, teacher or any person from physical injury.
2. Protect the property of the school or others.
3. Restrain or remove a student whose behavior interferes with the orderly exercise and performance of school district functions, powers and duties, if that student has refused to refrain from further disruptive acts.

The district will file all complaints about the use of corporal punishment with the Commissioner of Education in accordance with Commissioner's regulations.

XIII. Student Searches and Interrogations

The Board is committed to ensuring an atmosphere on school property and at school functions that is safe and orderly. To achieve this kind of environment, any school official authorized to impose a disciplinary penalty on a student may question a student about an alleged violation of law or the district code. Students are not entitled to any sort of "Miranda – type" warning before being questioned by school officials, nor are school officials required to

contact a student's parent(s) before questioning the student. However, school officials will tell all students why they are being questioned.

In addition, the Board authorizes the district administrators or their designee(s), and the school nurse to conduct searches of students and their belongings if the authorized school official has reasonable suspicion to believe that the search will result in evidence that the student violated the law or the district code.

An authorized school official may conduct a search of a student's belongings that is minimally intrusive, such as touching the outside of a book bag, without reasonable suspicion, so long as the school official has a legitimate reason for the very limited search.

An authorized school official may search a student or the student's belongings based upon information received from a reliable informant. Individuals, other than the district employees, will be considered reliable informants if they have previously supplied information that was accurate and verified, or they make an admission against their own interest, or they provide the same information that is received independently from other sources, or they appear to be credible and the information they are communicating relates to an immediate threat to safety. District employees will be considered reliable informants unless they are known to have previously supplied information that they knew was not accurate.

Before searching a student or the student's belongings, the authorized school official should attempt to get the student to admit that he or she possesses physical evidence that they violated the law or the district code, or get the student to voluntarily consent to the search. Searches will be limited to the extent necessary to locate the evidence sought.

Whenever practical, searches will be conducted in the privacy of administrative offices and students will be present when their possessions are being searched.

A. Student Lockers, Desks and other School Storage Places

The rules in this code regarding searches of students and their belongings do not apply to student lockers, desks and other school storage places. Students have no reasonable expectation of privacy with respect to these places and school officials retain complete control over them. This means that student lockers, desks and other school storage places may be subject to search at any time by school officials, without prior notice to students and without their consent.

B. Strip Searches

A strip search is a search that requires a student to remove any or all of his/her clothing, other than an outer coat or jacket. If an authorized school official believes it is necessary to conduct a strip search of a student, the school official may do so only if the search is authorized in advance by the superintendent or the school attorney. The only exception to this rule requiring advanced authorization is when the school official believes there is an emergency situation that could threaten the safety of the student or others.

Strip searches may only be conducted by an authorized school official of the same gender as the student being searched and in the presence of another district professional employee who is also of the same gender as the student.

In every case, the school official conducting a strip search must have probable cause – not simply reasonable cause – to believe the student is concealing evidence of a violation of law or the district code. In addition, before conducting a strip search, the school official must consider the nature of the alleged violation, the student's age, the student's record and the need for such a search.

School officials will attempt to notify the student's parent(s) by telephone before conducting a strip search, or in writing after the fact if the parent(s) could not be reached by telephone.

C. Documentation of Searches

The authorized school official conducting the search shall be responsible for promptly recording the following information about each search:

1. Name, age and grade of student searched.
2. Reasons for the search.
3. Name of any informant(s).
4. Purpose of search (that is, what item(s) were being sought).
5. Type and scope of search.
6. Person conducting search and his/her title and position.
7. Witnesses, if any, to the search.
8. Time and location of search.
9. Results of search (that is, what items(s) were found).
10. Disposition of items found.
11. Time, manner and results of parental notification.

The building principal or the principal's designee shall be responsible for the custody, control and disposition of any illegal or dangerous item taken from a student. The principal or his/her designee shall clearly label each item taken from the student and retain control of the item(s), until the items is turned over to the police. The principal or his/her designee shall be responsible for personally delivering dangerous or illegal items to police authorities.

D. Police Involvement in Searches and Interrogations of Students

District officials are committed to cooperating with police officials and other law enforcement authorities to maintain a safe school environment. Police officials, however, have limited authority to interview or search students in schools or at school functions, or to use school facilities in connection with police work. Police officials may enter school property or a school function to question or search a student or to conduct a formal investigation involving students only if they have:

1. A search or an arrest warrant; or
2. Probable cause to believe a crime has been committed on school property or at a school function; or
3. Been invited by school officials.

Before police officials are permitted to question or search any student, the building principal or his/her designee shall first try to notify the student's parent(s) to give the parent(s) the opportunity to be present during the police questioning or search. If the student's parent(s) cannot be contacted prior to the police questioning or search, the questioning or search shall not be conducted. The principal or designee will also be present during any police questioning or search of a student on school property or at a school function.

Students who are questioned by police officials on school property or at a school function will be afforded the same rights they have outside the school. This means:

1. They must be informed of their legal rights.
2. They may remain silent if they so desire.
3. They may request the presence of an attorney.

E. Child Protective Services Investigations

Consistent with the district's commitment to keep students safe from harm and the obligation of school officials to report to child protective services when they have reasonable cause to suspect that a student has been abused or maltreated, the district will cooperate with local child protective services workers who wish to conduct interviews of students on school property relating to allegations of suspected child abuse, and/or neglect, or custody investigations.

All requests by child protective services to interview a student on school property shall be made directly to the building principal or his/her designee. The principal or his/her designee shall set the time and place of the interview. The principal or designee shall decide if it is necessary and appropriate for a school official to be present during the interview, depending on the age of the student being interviewed and the nature of the allegations. If the nature of the allegations is such that it may be necessary for the student to remove any of his/her clothing in order for the child protective services worker to verify the allegations, the school nurse or other district medical personnel must be present during that portion of the interview. No student may be required to remove his/her clothing in front of a child protective services worker or school district official of the opposite sex.

A child protective services worker may not remove a student from school property without a court order, unless the worker reasonably believes that the student would be subject to danger of abuse if he or she were not removed from school before a court order can reasonably be obtained. If the worker believes the student would be subject to danger of abuse, the worker may remove the student without a court order and without the parent's consent.

XIV. Visitors to the Schools

The Board encourages parents and other district citizens to visit the district's schools and classrooms to observe the work of students, teachers and other staff. Since schools are a place of work and learning, however, certain limits must be set for such visits. The district administrator(s) or their designee is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

1. Anyone who is not a regular staff member or student of the school will be considered a visitor.
2. All visitors to the school must report to the locked campus designated entrances specific to each building. Once at that location, visitors are required to notify a district building/safety monitor of their presence by using a call button. The monitor will then "buzz" in the visitor(s) as they see appropriate and inform the visitor(s) where they are required to sign in and obtain a Visitor Badge.. There, they will be required to sign the visitor's register and will be issued a visitor's identification badge, which must be worn at all times while in the school or on school grounds. The visitor must return the identification badge to the principal's office or building/safety monitor desk before leaving the building. Any alumni that are at school for the purpose of visiting teachers or friends will need to visit after normal school hours.
3. Visitors attending school functions that are open to the public, such as parent-teacher organization meetings or public gatherings are not required to register.
4. Parents or citizens who wish to observe a classroom while school is in session are required to arrange such visits in advance with the principal and classroom teacher(s), so that class disruption is kept to a minimum. The superintendent must approve all arrangements.

5. Teachers are expected not to take class time to discuss individual matters with visitors.
6. Any unauthorized person on school property will be reported to the principal or other district administrator. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
7. All visitors are expected to abide by the rules for public conduct on school property contained in this code.

XV. Public Conduct on School Property

The district is committed to providing an orderly, respectful environment that is conducive to learning. To create and maintain this kind of an environment, it is necessary to regulate public conduct on school property and at school functions. For purposes of this section of the code, "public" shall mean all persons when on school property or attending a school function including community, students, teachers and district personnel.

The restrictions on public conduct on school property and at school functions contained in this code are not intended to limit freedom of speech or peaceful assembly. The district recognizes that free inquiry and free expression are indispensable to the objectives of the district. The purpose of this code is to maintain public order and prevent abuse of the rights of others.

All persons on school property or attending a school function shall conduct themselves in a respectful and orderly manner. In addition, all persons on school property or attending a school function are expected to dress properly for the purpose for which they are on school property.

A. Prohibited Conduct

No person, either alone or with others, shall:

1. Intentionally injure any person or threaten to do so.
2. Intentionally damage or destroy school district property or the personal property of a teacher, administrator, other district employee or any person lawfully on school property, including graffiti or arson.
3. Disrupt the orderly conduct of classes, school programs or other school activities.
4. Distribute or wear materials on school grounds or at school functions that are obscene, advocate illegal action, appear libelous, obstruct the rights of others, or are disruptive to the school program.
5. Use language or gestures that are profane, lewd, vulgar or abusive.
6. Intimidate, harass or discriminate against any person on the basis of race, color, creed, national origin, religion, age, gender, sexual orientation or disability.
7. Enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed.
8. Obstruct the free movement of any person in any place to which this code applies.
9. Violate the traffic laws, parking regulations or other restrictions on vehicles.
10. Possess, consume, sell, distribute or exchange alcoholic beverages, controlled substances, or be under the influence of either on school property or at a school function.
11. Possess or use weapons in or on school property or at a school function except in the case of law enforcement officers or except as specifically authorized by the school district.

12. Loiter on or about school property.
13. Gamble on school property or at school functions.
14. Refuse to comply with any reasonable order of identifiable school district officials performing their duties.
15. Willfully incite others to commit any of the acts prohibited by this code.
16. Violate any federal or state statute, local ordinance or Board policy while on school property or while at a school function.
17. Use, sell, distribute or exchange tobacco products on school property or at a school function.

B. Penalties

Persons who violate this code shall be subject to the following penalties:

1. Visitors. Their authorization, if any, to remain on school grounds or at the school function shall be withdrawn, and they shall be directed to leave the premises. If they refuse to leave, they shall be subject to ejection, and/or subject to legal consequences.
2. Students. They shall be subject to disciplinary action as the facts may warrant, in accordance with the due process requirements.
3. Tenured faculty members. They shall be subject to disciplinary action as the facts may warrant in accordance with Education Law §3020-a or any other legal rights that they may have.
4. Staff members in the classified service of the civil service entitled to the protection of Civil Service Law §75. They shall be subject to immediate ejection and to disciplinary action as the facts may warrant in accordance with Civil Service Law §75 or any other legal rights that they may have.
5. Staff members other than those described in subdivisions 3 and 4. They shall be subject to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have.

C. Enforcement

The building principal or his/her designee shall be responsible for enforcing the conduct required by this code.

When a district administrator or his/her designee sees an individual engaged in prohibited conduct, which in his/her judgment does not pose any immediate threat of injury to persons or property, the district administrator or his/her designee shall tell the individual that the conduct is prohibited and attempt to persuade the individual to stop. The district administrator or his/her designee shall also warn the individual of the consequences for failing to stop. If the person refuses to stop engaging in the prohibited conduct, or if the person's conduct poses an immediate threat of injury to persons or property, the district administrator or his/her designee shall have the individual removed immediately from school property or the school function. If necessary, local law enforcement authorities will be contacted to assist in removing the person.

The district shall initiate disciplinary action against any student or staff member, as appropriate, with the "Penalties" section above. In addition, the district reserves its right to pursue a civil or criminal legal action against any person violating the code.

XVI. Dissemination and Review

A. Dissemination of Code

The Board will work to ensure that the community is aware of this Code of Conduct by:

1. Providing copies of the Code of Conduct to all students at the beginning of each school year.
2. Providing a summary of the Code of Conduct to all students, in an age appropriate, plain-language version, at a general assembly held at the beginning of each school year.
3. Making copies of the Code of Conduct available to all parents at the beginning of the school year.
4. Mailing a summary of the Code of Conduct written in plain language to all parents of district students before the beginning of the school year and making this summary available later upon request.
5. Providing all current teachers and other staff members with a copy of the Code of Conduct and a copy of any amendments to the code as soon as practicable after adoption.
6. Providing all new employees with a copy of the current Code of Conduct when they are first hired.
7. Making copies of the Code of Conduct available for review by students, parents and other community members.

The Board will sponsor an in-service education program for all district staff members to ensure the effective implementation of the Code of Conduct. The superintendent may solicit the recommendations of the district staff, particularly teachers and administrators, regarding in-service programs pertaining to the management and discipline of students.

The Board will review this code every year and update it as necessary. In conducting the review, the Board will consider how effective the code's provisions have been and whether the code has been applied fairly and consistently.

The Board may appoint an advisory committee to assist in reviewing the code and the district's response to code violations. The committee will be made up of representatives of student, teacher, district administrator, and parent organizations and other school personnel. Before adopting any revisions to the Code of Conduct, the Board will hold at least one public hearing at which school personnel, parents, students and any other interested party may participate.

The code and any amendments to it will be filed with the Commissioner no later than 30 days after adoption. (Delete) The District shall post the complete Code of Conduct (with all amendments and annual updates) on the District's website. The District shall file a copy of its Code of Conduct and any amendments with the Commissioner, in a manner prescribed by the Commissioner, no later than thirty (30) days after their respective adoptions.

South Lewis Central School District



Consolidated Grant Professional Development Plan

2017-2018

Members of the PDP Committee include:

Chad	Luther	High School Principal
Martha	Jones	Glenfield Elementary Principal
Kristy	McGrath	Curriculum & Data Coordinator
Mike	Comet	High School Teacher
Brook	VanBrocklin	Middle/High School Teacher
Tammy	Zehr	Glenfield Teacher
Susan	Rockwood	Port Leyden Teacher
Rebecca	Marino	Glenfield Teacher
Marcy	McGuire	High School Teacher & SLTA Union President
Mark	Austin	Paraprofessional & SRP Union President
Michele	Liendecker	Parent Representative
Scott	Carpenter	Technology Coordinator

Part One -- An Introduction and Explanation

Mission Statement

The mission of South Lewis Schools is to prepare young people for citizenship and productive employment, and, in order to do this, professional staff development is an indispensable process with the sole purpose of educating and supporting all District educators in their efforts to help their students achieve and exceed the New York State Education Department's Standards of Learning.

District Objectives

- *Success for all students depends upon both the learning of the individual school employees and improvements in the capacity of the organization to solve problems and renew itself. Thus, individual learning and organizational changes will be addressed simultaneously and support one another.*
- *Each year specific goals for school improvement efforts in the area of curriculum and instruction will be determined. Thus, the district is committed to school-focused approaches to improve student achievement through staff and curriculum development.*
- *Professional development will be driven by a clear, coherent, data-driven and research based school improvement plan for the school district, each school, and the departments that serve schools.*
- *Professional development will focus on raising all student achievement and developing social and employment skills for life long learning.*
- *Professional development will focus on continuous improvements in performance for everyone who affects student learning including, but not limited to, teachers, teaching assistants, long-term substitute teachers, and professional and supplementary staff who work with students with disabilities.*

Building Objectives

- *Each year Grade Level and Department teams determine specific goals for school improvement efforts in the area of curriculum and instruction. Thus, the district is committed to school-focused approaches to improve student achievement through staff and curriculum development.*
- *An additional delivery system for professional development will be job-embedded learning. Staff will learn through diverse means such as action research, participation in study groups or small group problem solving, observation of peers, and involvement in improvement processes.*
- *Teachers will demonstrate the implementation of classroom strategies and activities that are data-driven, research based and reflect the curriculum changes put forth by the New York State Education Department.*
- *Teachers will modify, alter, and/or revise existing curriculum and/or develop new curriculum experiences and materials that reflect New York State Education Department and Federal Educational initiatives.*
- *A priority for professional development in the coming years will be on ensuring teachers have an understanding of and are prepared for implementation and adaptation of the modules and curriculum materials provided by New York State, ELA and mathematics UPK-12.*
- *A priority for professional development in the coming years will be on ensuring teachers have an understanding of and are prepared for implementation of the NYS Social Studies Framework, Field Guide, and sample lessons available from New York State.*
- *A priority for professional development in the coming years will be on ensuring teachers have an understanding of and are prepared for implementation of the new NYS Science Standards.*

Approved Professional Development Topics and Providers (Figure A)

21 st Century Learning	Learning Styles
AED/CPR	Mentor/Induction Program
American Heart Assoc.	Model Schools
American Red Cross	NASP
APPR-Evidence Based Observation	NYSAAA (Athletic Administrators Assoc.)
Assessment Development	NYSASHPERD
Assistive Technology	NYSCOSS
All BOCES in NYS	NYS Education Dept.
All Public School District in NYS	NYS Learning Standards, as related to each of the content areas
All RICs in NYS	NYS Middle Level Liaisons
All Teacher Centers in NYS	NYSPPHSA
Brain Honey/Buzz	NYS Provided Curriculum (ELA & mathematics, UPK-12)
Castle Learning	NYSSBA
Character Education (Character Counts)	NYS Science Standards
Coaching Courses	NYSUT
Cognitive Strategies	NYSUT Rubric
Common Core	PLATO/Credit Recovery
Constructivist Theory	Process Writing
Cooperative Learning	Professional Organization Affiliation
Crisis Intervention	RSE-TASC
Curriculum Alignment and Mapping	RTI (Response to Intervention)
Curriculum Implementation	SEGIS
Data Conversations	Special Education Services
Data Driven Instruction	Social Studies Framework, Field Guide and Inquiries
DATAG	South Lewis Central School District
Dignity for All (Tolerance and Diversity)	Standards-Based Instruction
Doolittle Enterprises	Student Data Management
Effective Teaching I and II	Teacher Collaboration/Co-Teaching
ELA and Math Shifts	Technology Integration
ELA/Math Assessments Grades 3-8	Training for Student Teacher Sponsors
Freshman Seminar	Unit writing activities across each content area
Greater 1000 Islands Literacy Council	Utica National Insurance
IEP Development/Goal Writing/Test Accommodations	Writing Rubrics

CTLE-Continuing Teacher & Leader Education

CTLE certificate holder: A Registered holder of a professional classroom teaching certificate, educational leadership certificate, or Level III teaching assistant certificate is required to successfully complete 100 clock hours of acceptable CTLE during the registration period if they practice in a NYS school district or BOCES. For information regarding CTLE (including what counts for CTLE, the Language Acquisition requirement, record keeping, and more, visit: <http://www.highered.nysed.gov/tcert/resteachers/CTLE.html>)

PROFESSIONAL DEVELOPMENT PLANNING TEAM

1. If school teams are not represented on the district professional development team, describe briefly how the district plan will ensure that the needs of schools in the district are met.

The Professional Development Team developed a district-wide Professional Development Plan. Representatives from each school are part of the district Professional Development Team as stipulated by State Regulation and Federal Law. The Professional Development Team will meet annually to review and monitor building professional development progress. The Professional Development Plan premise is that:

- a) All educators need to understand and use data to assess student performance.
 - b) All educators will be able to identify root causes of performance problems and develop a diagnostic prescription for success.
 - c) All educators will utilize scientifically based research to develop instructional programs.
2. On average, please identify the number of hours a teacher will be involved with professional development on an annual basis. This may include the planning, delivery, application and/or evaluation of professional development activities.

On the average, teachers will be involved in 35 hours of professional development on an annual basis. The South Lewis Professional Development Team developed two levels of professional development:

Level I Professional Development (untentured teachers) will/may participate in the following:

- o Year I Induction Program and Year II Induction Program
- o Effective Teaching I and II
- o Mentor/Intern Program
- o Schedule visitations to observe in an effective teacher's classroom
- o Participate in trainings and professional development offered, especially those that match district initiatives as listed in the chart "Professional Development Opportunities" of this plan

Level II Professional Development (tenured teachers) will/may participate in the following:

- o Participate in trainings and professional development offered, especially those that match district initiatives as listed in the chart "Professional Development Opportunities" of this plan
- o Participate in offerings specific to each teacher's areas of strength, weakness, and/or interest, so professional development is geared to needs of each teacher
- o Schedule visitations to observe in an effective teacher's classroom

NEEDS/DATA ANALYSIS FOR PROFESSIONAL DEVELOPMENT PLAN

1. **Describe how the professional development plan is aligned with Common Core State Standards and assessments, student needs, and is articulated within and across grade levels.**

The South Lewis Professional Development Team utilizes the New York State Report Card. The team will review the results of the elementary, intermediate and commencement level state assessments and Regents to provide the data to be used in the K-12 curriculum alignment strategies. The district will review data in order to inform programming that meets student needs. In addition, each teacher has access to the academic, attendance, and discipline data on each child they teach through the data dashboard on Schooltools.

2. **Describe how the professional development plan is continuous, reflecting a multi-year approach to improve student performance.**

The South Lewis Professional Development Plan is a multi-year plan to ensure the improvement of student performance. The plan is student data driven. The Professional Development Plan consists of two levels. Level I is a plan for all non-tenured teachers entering the district. Level II is an individualized professional development plan for tenured teachers within the district. All professional development is tracked using an online tool called My Learning Plan. All workshops, conferences, and professional development activities must be tied directly to the South Lewis Professional Development Plan goals and objectives.

In particular, the district is focusing on aligning curriculum and classroom instruction to the Common Core State Standards, academic intervention and capacity building. Staff development and adoption of best practices are integral parts of this plan.

3. **Identify how the data used supports the goals, objectives, strategies, and activities in the professional development plan.**

The goals, objectives and activities in the Professional Development Plan are directed towards improving student achievement as indicated by students' mastery of the Common Core State Standards. The South Lewis Central School Report Card provides an annual report of student performance. The data is reviewed continually and is utilized as the basis for determining professional development needs.

Part Two -- Goals and Objectives

Areas of Professional Development

Based on the review of district data, including the NYSED assessments and standardized assessments, six focus areas have been identified for the South Lewis Central School District Professional Development Plan.

1) Instruction and Assessment

South Lewis Central School District expects that all teachers will participate in professional development that will focus on enhancing instruction, continually improving all students' performance. The District's curriculum, classroom lessons, and assessments must continue to be aligned with the Common Core Learning Standards and the New York State Standards. Lessons and activities will utilize research based classroom instructional strategies as supported by the New York State Teaching Standards.

2) Common Core Curriculum and NYS Standards

South Lewis Central School District expects that all teachers will participate in professional development that will focus on enhancing instruction, continually improving all students' performance. Educators will receive highly qualified, research based training on the process of aligning to the newly developed Common Core Learning Standards in addition to the existing content based NYS Standards.

3) Data Driven Framework

South Lewis Central School District expects that all teachers will participate in professional development that will focus on enhancing instruction, continually improving all students' performance. All educators will use the Data-Driven Framework to improve classroom instructional practices and establish long-term goals.

4) Technology Integration

South Lewis Central School District expects that all teachers will participate in professional development opportunities to enhance teaching and student learning through the use of educational technologies aligned with the 21st Century Skills Framework. www.p21.org

5) Safety /Discipline/Diversity & Tolerance

South Lewis Central School District expects that all staff will participate in professional development opportunities to ensure that our students are safe. School discipline supports our belief in the importance of diversity and tolerance. These expectations are based on the 6 pillars of Character Counts (trustworthiness, respect, responsibility, fairness, caring, and citizenship).

6) Mentor/Intern Program

Refer to goal as written on the explanation of the program.

South Lewis Central School District
Professional Development Plan
Instruction and Assessment

Goal:

South Lewis Central School District expects that all teachers will participate in professional development that will focus on enhancing instruction, continually improving all students' performance. The District's curriculum, classroom lessons, and assessments must continue to be aligned with the Common Core Learning Standards and the New York State Standards. Lessons and activities will utilize research based classroom instructional strategies as supported by the New York State Teaching Standards.

Objectives:

- Train staff in writing and using authentic assessments to improve student achievement.
- Staff will be provided professional development in the implementation of research based best practices and NYS Teaching Standards.

Activities

- Effective Teaching Level I- During the first year of teaching
- Effective Teaching Level II- During the second year of teaching (optional)
- Workshops/Conferences related to assessment development and instructional techniques
- Induction Program
- Mentor/Intern Program
- Superintendent's Conference Days, Grade Level Meetings, Faculty Meetings, Team Meetings, Department Meetings
- Before school, after school, or summer sessions

Evaluation

- The District will continually analyze data from the disaggregation of SED and district assessments.
- The District performance on all state assessments will meet or exceed the state average for schools that are demographically similar to South Lewis.

South Lewis Central School District
Professional Development Plan
Common Core Curriculum and NYS Standards

Goal

South Lewis Central School District expects that all teachers will participate in professional development that will focus on enhancing instruction, continually improving all students' performance. Educators will receive highly qualified, research based training on the process of aligning to the newly developed Common Core Learning Standards in addition to the existing content based NYS Standards.

Objectives:

- Train staff on implementation of the Common Core Learning Standards and curriculum exemplars/modules.
- Train staff on the infusion of the Common Core Learning Standards into the content areas.
- Provide continuous training/development that is specific to content area standards approved by NYSED.

Activities

- Effective Teaching Level I- During the first year of teaching
- Effective Teaching Level II- During the second year of teaching (optional)
- Workshops/Conferences related to assessment development and instructional techniques
- Induction Program
- Mentor/Intern Program
- Superintendent's Conference Days, Grade Level Meetings, Faculty Meetings, Team Meetings, Department Meetings
- Before school, after school, or summer sessions

Evaluation

- The District will continually analyze data from the disaggregation of SED and district assessments.
- The District performance on all state assessments will meet or exceed the state average for schools that are demographically similar to South Lewis.

South Lewis Central School District
Professional Development Plan
Data Driven Framework

Goal:

South Lewis Central School District expects that all teachers will participate in professional development that will focus on enhancing instruction, continually improving all students' performance. All educators will use the Data-Driven Framework to improve classroom instructional practices and establish long-term goals.

Objectives:

- Teachers will review and analyze data at the district, building, grade, and classroom level to inform instruction.
- Teachers will develop an action plan based on their analysis that meets the needs of students.
- Teachers will integrate action plans and re-assess student performance periodically, adjusting pedagogy as necessary.

Activities

- Effective Teaching Level I- During the first year of teaching
- Effective Teaching Level II- During the second year of teaching (optional)
- Workshops/Conferences related to assessment development and instructional techniques
- Induction Program
- Mentor/Intern Program
- Superintendent's Conference Days, Grade Level Meetings, Faculty Meetings, Team Meetings, Department Meetings
- Before school, after school, or summer sessions

Evaluation

- The District will continually analyze data from the disaggregation of SED and district assessments.
- The District performance on all state assessments will meet or exceed the state average for schools that are demographically similar to South Lewis.

South Lewis Central School District
Professional Development Plan
Technology

Goal

South Lewis Central School District expects that all teachers will participate in professional development opportunities to enhance teaching and student learning through the use of educational technologies aligned with the 21st Century Skills Framework. www.p21.org

Objectives

- Use all resources available to support learning through the integration of technology into instruction in all curriculum areas.
- Provide professional development opportunities for faculty and staff to enhance teaching and student learning through the use of educational technologies.
- Provide equitable access to technological resources for students, teachers and staff through the process of careful distribution of assets.

Activities

- Effective Teaching Level I- During the first year of teaching
- Effective Teaching Level II- During the second year of teaching (optional)
- Workshops/Conferences related to assessment development and instructional techniques
- Induction Program
- Mentor/Intern Program
- Superintendent's Conference Days, Grade Level Meetings, Faculty Meetings, Team Meetings, Department Meetings
- Before school, after school, or summer sessions

Evaluation

- The District will continually analyze data from the disaggregation of SED and district assessments.
- The District performance on all state assessments will meet or exceed the state average for schools that are demographically similar to South Lewis.

South Lewis Central School District
Professional Development Plan
Safety/Discipline/Diversity & Tolerance

Goal

South Lewis Central School District expects that all staff will participate in professional development opportunities to ensure that our students are safe. School discipline supports our belief in the importance of diversity and tolerance. These expectations are based on the 6 pillars of Character Counts (trustworthiness, respect, responsibility, fairness, caring, and citizenship).

Objectives:

- The District will be in compliance with the Dignity for All Students Act.
- Training will be provided and the District will implement Character Counts, a national character program focusing on the 6 pillars: trustworthiness, respect, responsibility, fairness, caring and citizenship.

Activities

- Effective Teaching Level I- During the first year of teaching
- Effective Teaching Level II- During the second year of teaching (optional)
- Workshops/Conferences related to assessment development and instructional techniques
- Induction Program
- Mentor/Intern Program
- Superintendent's Conference Days, Grade Level Meetings, Faculty Meetings, Team Meetings, Department Meetings
- Before school, after school, or summer sessions

Evaluation

- The District will continually analyze data from the disaggregation of SED and district assessments.
- The District performance on all state assessments will meet or exceed the state average for schools that are demographically similar to South Lewis.

MENTOR/INTERN PROGRAM

I. GOAL OF THE PROGRAM

To improve the instructional skills of new teachers by facilitating and enhancing their professional development.

II. OBJECTIVES OF THE PROGRAM

- A. To improve teaching performance
- B. To increase the retention of promising beginning teachers
- C. To support development of the knowledge and the skills needed by beginning teachers to be successful in the initial teaching positions
- D. To integrate beginning teachers into the social system of the school, the school district, and the community
- E. To provide an opportunity for beginning teachers to analyze and reflect on their teaching with coaching from veteran teachers
- F. To increase the positive attitudes of beginning teachers

III. COMPOSITION OF THE STEERING COMMITTEE

- A. The composition of the steering committee will be as follows:
Three teachers designated by the South Lewis Teachers' Association, the Superintendent, or his/her designee

IV. RESPONSIBILITIES OF THE STEERING COMMITTEE

- A. Develop a pool of mentors
- B. Select, interview and recommend mentor/intern matches to the Superintendent
- C. Monitor the program
- D. Coordinate training
- E. Implement procedures of the mentor/intern program
- F. Problem solving

V. RELEASE TIME

- A. The mentor and the intern will have 40 minutes of common time in a six-day cycle, duty-free, so they can meet during the day. This 40 minute time period shall be in addition to, not in place of, the daily contractual planning period. When a 40 minute common planning time is not possible during the instructional day the mentor and intern will meet outside of the school day and be compensated at the curriculum development rate for up to 40 minutes per 6-day cycle.
- B. During this time, the mentor and the intern will meet to discuss the following:
 - * Lesson planning
 - * Curriculum design
 - * Students' needs
 - * Best practices
 - * Professional issues
 - * Student work
 - * Reflection
- C. Mentors and interns will be provided additional release time up to a total of 18 days (126 hours). This time includes the following:
 - * Classroom observations
 - * Team teaching with mentor or have mentor model a lesson in intern's classroom
 - * Attend conferences together
 - * Common planning time

* Three-way conferencing

D. Release days will be jointly determined by the mentor and the intern and approved by the building principal.

VI. INTERNS

- A. All 1st year teachers will participate in this program. A 2nd or 3rd year of participation will be at the discretion of the Administration.
- B. All interns will be required to attend the New Teacher Orientation and the New Teacher Induction Program.
- C. All interns will review the APPR Rubric with their mentor to establish goals for the school year.
- D. All interns will schedule classroom visitations of mentor and others.
- E. All interns will meet once in a six-day cycle with their mentor.

VII. MENTORS

- A. Mentors will be selected through an application process.
- B. Mentors will hold permanent or professional certification in the same area of certificate title as the intern or permanently licensed in the same licensure as the intern. If a certified mentor is not available, a teacher permanently or professionally certified in a different area of certificate title or licensure as the intern may serve as a mentor.
- C. Mentors will attend the New Teacher Orientation.
- D. Mentors will help interns with goals (Review APPR Rubric).
- E. Mentor will schedule visits to intern's room.
- F. Mentors will meet with interns once in a six-day cycle for professional dialogue.
- G. Mentors will arrange and attend the three-way conference.
- H. Mentors will have at least five years of experience in the District.
- I. Mentors will encourage interns to develop professional relationships.
- J. Mentors will provide advice and assistance to the interns.
- K. Mentors will share materials and resources with interns.
- L. Mentors will assist with helping the Intern understand their core curriculum and the Common Core State Standards.
- M. Mentors will be present at any mentor training sessions.

VIII. CONFIDENTIALITY

Confidentiality is a critical component of the mentor-intern program. Establishing a safe and trusting environment is essential. If an intern is to grow, then having a trusting relationship with the mentor is vital. Trust is knowing that your actions and words will not be public knowledge. The sharing of a confidentiality issue with an administrator or colleague can undermine the entire mentor/intern relationship. All shared confidences should be kept between the mentor and the intern unless the information poses a safety, moral or legal issue. Mentors will never make evaluative reports about the intern available to administrators or colleagues, either verbally or in writing.

If, at any time, a mentor or an intern feels this trust has been violated, either the mentor or the intern can submit written details of the incident to the Steering Committee. The Steering Committee will act as an impartial third party to resolve any disagreements. If a mutual agreement cannot be reached, the Steering Committee will assign a different mentor to the intern. At that time, the release time will be transferred from the former mentor to the new mentor.

IX. ROLE OF THE PRINCIPAL/ADMINISTRATOR

- A. Make mentoring a priority
- B. Provide time for mentor and intern to meet as mutually assigned
- C. Keep supervision and evaluation a separate entity from mentoring
- D. Recognize efforts of mentors, interns, and staff
- E. Show interest and check on how the program is progressing
- F. Be available to problem solve
- G. Communicate to the mentor and the intern areas that need improvement during the three-way conference
- H. The administration, when making the Master Schedule, will make every effort to schedule one common duty-free planning period for the mentor and intern as outlined in Section V (A).

X. MENTOR-INTERN PROGRAM THREE-WAY CONFERENCES

- A. The mentor will arrange for and attend at least three conferences with the intern, mentor and administrator throughout the year. The possible conferences consist of formal observation post conference(s), informal observation post conference(s), and the mid-year meeting. A professional, private setting with complete confidentiality will be emphasized for each conference. Deadlines for the three-way conferences will be November 1st, March 15th, and May 15th.
- B. Three-way conferences should provide an opportunity for the intern's strengths and weaknesses to be discussed with both the mentor and the intern present.
- C. The three-way conference should include these questions:
 - What are the intern's strengths?
 - Are there any areas that need to show growth?
 - Is there anything about this intern's performance that could jeopardize the continuance toward tenure? This should be answered in relation to the intern's instructional performance and observed relationships with peers, students, and parents.
 - It is the mentor's responsibility to make sure these questions are addressed during this conference.

** Administrators will plan for available times for the three-way conferences.

SOUTH LEWIS CENTRAL SCHOOL DISTRICT
MENTOR TEACHER INTERN PROGRAM INFORMATION FORM

If you would like to serve as a mentor teacher, please complete this application and return it to the Mentor Teacher Intern program coordinator.

Name: _____ School Building: _____

Number of years teaching (include current year): _____

Number of years teaching for South Lewis CSD: _____

Grades Taught	Number of Years	Concentration (if applicable)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Questions: Please answer each of the following questions as completely as you can. This will help the committee significantly in the selection of mentors.

1. What is your concept of the job of a mentor and why are you interested in assuming this role?

2. On the back of this paper, describe any personal qualities or attributes which you possess that might enhance your role as a mentor teacher (i.e., membership in professional organizations, professional honors, additional training, areas of expertise, recent coursework, past student teaching experiences, etc.). Attach additional sheets as necessary.

School District Professional Development Plan

STATEMENT OF ASSURANCES

The Superintendent certifies that:

- Planning, implementation and evaluation of the professional development plan were conducted by a professional development team that included teachers, administrators, and others identified in the plan.
- The plan focuses on improving student performance and teacher practice as identified through data analysis.
- The plan describes professional development that:
 - Is aligned with state content and student performance standards;
 - Is articulated within and across grade levels;
 - Is continuous and sustained;
 - Indicates how classroom instruction and teacher practice will be improved and assessed;
 - Indicates how each teacher in the district will participate; and
 - Reflects congruence between student/teacher needs and district goals and objectives.
- The plan indicates an evaluation of the effectiveness of the professional development and a mechanism to adjust activities based upon the evaluation.
- The plan or the annual update to the plan was adopted at a public meeting by the Board of Education.

Signature (Superintendent of Schools)

Date

BOND RESOLUTION OF THE SOUTH LEWIS CENTRAL SCHOOL DISTRICT ADOPTED JUNE 22, 2017 AUTHORIZING THE PURCHASE OF TWO (2) 66-PASSENGER SCHOOL BUSES AND ONE (1) 53-PASSENGER BUS AT A MAXIMUM ESTIMATED COST NOT TO EXCEED \$311,340 AND THE ISSUANCE AND SALE OF SERIAL BONDS OR NOTES IN ANTICIPATION OF SUCH BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF \$311,340.

RECITAL

WHEREAS, the qualified voters of the South Lewis Central School District, (the "District"), in the County of Lewis, New York, at the annual District meeting duly called and held on May 16, 2017 did vote and adopt a proposition authorizing the purchase and finance of two (2) 66-passenger School Buses and one (1) 53-passenger Bus including ancillary equipment and all other necessary costs incidental thereto and to expend a total sum not to exceed \$311,340, or so much thereof as may be necessary, the levy of a tax in installments upon all the taxable real property of the District to the extent necessary for such purposes and, in anticipation of such tax, the issuance of bonds and bond anticipation notes in the principal amount not to exceed \$311,340 and the levy of a tax to pay the interest on said obligations; and

WHEREAS, The District, as a local agency pursuant to the New York State Environmental Quality Review, Act ("SEQRA"), ECL Section 8-0101, *et seq.*, and implementing regulations, 6NYCRR Part 617 (the "Regulations"), having reviewed the impact of the Project upon the environment, determined that such action constitutes a "Type II Action" under the Regulations and is not subject to review under SEQRA;

NOW, THEREFOR BE IT RESOLVED, ON JUNE 22, 2017 BY THE BOARD OF EDUCATION OF THE DISTRICT, (by favorable vote of not less than two-thirds of all the members of said Board of Education) AS FOLLOWS:

Section 1. Subject to the provisions of Section 3 hereof, the District is hereby authorized to undertake the Project and to expend therefor an amount not to exceed the estimated maximum cost of \$311,340. The estimated total cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$311,340 and the plan of financing includes the issuance of serial bonds in the aggregate principal amount not to exceed \$311,340 to finance said appropriation and the levy and collection of taxes on all the taxable real property in the District to pay the principal of said bonds and the interest thereon as the same shall become due and payable subject to applicable amounts of state assistance available or to any revenues available for such purpose from any other source.

Section 2. Bonds and bond anticipation notes of the District are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York (the "Local Finance Law"), in a principal amount not to exceed \$311,340 to finance said appropriation for the acquisition, purchase and equipping of the Project.

Section 3. The following additional matters are hereby determined and declared with regard to the Project.

(a) Under the Local Finance Law, the period of probable usefulness of the Project is five (5) years:

(b) Current funds are not required by the Local Finance Law to be provided prior to the issuance of the bonds and any notes issued in anticipation thereof authorized by this resolution; and

(c) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

(d) The District reasonably expects to reimburse itself for expenditures made for the Project from the proceeds of the bonds or notes herein authorized.

(e) This resolution is a declaration of official intent to reimburse for purposes of Treasury Regulation Section 1.150-2.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation thereof shall contain the recital of validity as prescribed by Section 52.00 of the Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the District, payable as to both principal and interest by general tax upon all the taxable real property within the District without limitation of rate or amount. The full faith and credit of the District are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the District of appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year. The bonds may be issued such that annual installments of principal and interest are substantially level, as provided by law.

Section 5. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the District is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 6. The power to issue and sell the bonds and any notes issued in anticipation thereof, including powers or duties pertaining or incidental thereto, is hereby delegated to the President of the Board of Education, as Chief Fiscal Officer, except as herein provided. The bonds shall be of such terms form and contents as may be determined by the Chief Fiscal Officer, pursuant to the Local Finance Law. The Chief Fiscal Officer is authorized to execute and deliver any documents and to take such other action as may be necessary and proper to carry out the intent and provisions hereof.

Section 7. This resolution shall take effect immediately. The District Clerk is hereby authorized and directed to publish a summary of the foregoing resolution, together with a Notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in the newspapers having general circulation in the District and designated the official newspapers of District of such publication.

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Barry Worczak, President	Voting	_____
Andrew Liendecker, Vice Pres.	Voting	_____
Thomas Burmingham	Voting	_____
Paul Campbell	Voting	_____
Jessica Carpenter	Voting	_____
Scott Chrzanowski	Voting	_____
Michael Lisk	Voting	_____
Mary E. Martin	Voting	_____
Richard Ventura	Voting	_____

SOUTH LEWIS CENTRAL SCHOOL DISTRICT

SCHOOL PHYSICIAN SERVICES AGREEMENT

For School Year Ending

June 30, 2018

1. **PARTIES AND TERM:** This Agreement for School Physician Services is made by and between the South Lewis Central School District (the District) and Lewis County General Hospital (the Contractor) collectively “the parties”.

This Agreement shall begin on July 1, 2017, and extend through the fiscal year ending June 30, 2018, provided that either party shall have the option to cancel the engagement as set forth in paragraph 9.

2. **DESCRIPTION OF SERVICES:** The Contractor agrees to provide a Physician(s) or designee who is duly licensed to practice medicine in the State of New York and will serve as the School Physician and Medical Inspector for the school district.

The Contractor will assign a duly licensed provider to the District at the Contractor’s discretion to provide services requested. However, every effort will be made for a Physician to be available to the District for services associated with this agreement. If for some reason a Physician is not available to provide select services, the District will be notified in advance.

The School Physician or designee will perform such duties as prescribed by the NYS Education Law and the rules and Regulations of the State of New York Education Department and customarily performed by one holding such position in other similar school districts in the State of New York.

All health examinations and other services will be conducted at the appropriate District’s school location.

3. **NATURE OF SERVICES REQUIRED:**

- a. **Oversight of School Health Services.** The School Physician or designee shall be responsible for performing, coordinating and/or oversight of the provision of school health services in the District.

- b. **Health Examinations.** The School Physician or designee will perform physical appraisals, in accordance with Education Law and District policy;

- 1.) For students who do not present a certificate from their family physician upon entering school and in grades Kindergarten, 2, 4, 7, and 10 or within 30 days after entry into school.
- 2.) For students participating in interscholastic activities who do not present a certificate from their family physician. These health examinations will occur prior to the sport season at agreed upon dates and times with school health officials and the School Physician or designee.
- 3.) For students in special class placement or other instruction of the physically or mentally handicapped and the emotionally disturbed, or prior to their return to a regular class program.
- 4.) For students who require a physical for working papers.
- 5.) For new employees of the District who do not present a certificate from their family physician.
- 6.) For employees of the District employed as Bus Drivers, as required by Federal and State laws.

7.) For other employees of the District, such as Maintenance and Food Services personnel, for the purpose of assuring the employees ability to perform the essential functions of their position.

- c. **Consultant to School Nurse.** The School Physician or designee will be available by phone, text, and/or email, to the School Nurse to discuss student medical concerns, and/or school health services, as needed, and will respond to inquiries as soon as practically possible.

The School Physician or designee will participate in meetings with the School Nurse and/or other school officials whenever appropriate to discuss health related concerns.

The School Physician or designee will be knowledgeable regarding public health laws and will assist the School Nurse and/or other school officials in the interpretation and application of those laws.

- d. **Standing Orders and Protocols.** The School Physician or designee will provide annual standing orders for emergency epinephrine, as allowed by New York State Education Law.

The School Physician or designee will provide annual signed orders for the District's First Aid Protocols for the School Nurse.

The School Physician or designee will sign prescriptions for the Fluoride Program.

- e. **Consultant to the Committee on Special Education.** The School Physician or designee will be available to meet with CPSE and CSE when requested, at a time convenient to both the Committees and the School Physician or designee, when arranged with reasonable advance notice.

The School Physician or designee will provide physical examinations of students as requested by CSE or CPSE chairperson, when an individual student has no access to a primary medical provider.

The School Physician or designee will provide written prescriptions for Occupational and/or Physical Therapy for students referred by the CSE chairperson, such referrals will be made only when all other means of obtaining these prescriptions have been exhausted.

- f. **Other Responsibilities.**

1.) Provide recommendations in the development of board policies, administrative regulations and district practices concerning health-related issues.

2.) Provide services required by law relative to Automatic External Defibrillation.

- 3.) The School Physician or designee will offer flu shots to staff not covered by POMCO.
- 4.) Provide services associated with the Athletic Placement Process (formerly known as Selective Classification).
- 5.) Perform such other tasks and assume such other responsibilities as the District's Superintendent may assign and are agreed to by the Contractor's Clinic Manager.

4. RESPONSIBILITIES OF THE DISTRICT:

- a. The District will provide all Nursing services.
 - b. The District will setup time slots as needed for the required physicals. Ideally, these physicals will be in approximately 4-hour time slots twice per month. In total the scheduled physicals should not exceed 12 days (96 hours) in a school year.
 - c. The District will ensure a full complement of students and/or staff during the physical time slots to best utilize the time of the School Physician or designee.
 - d. The School District will provide the School Physician or designee with reasonable work space, desks and chairs. The School Physician or designee will also be provided with access to telephone lines, photocopying facilities and fax machines for District-related business use only.
 - e. The Superintendent of Schools, or his or her designee, shall be responsible for the overall supervision of this Agreement.
- 5. CONFIDENTIALITY:** By the nature of the services it renders to the District, the Contractor will acquire knowledge of sensitive information regarding District operations, employees, and students. Such information is confidential and not subject to disclosure by the District under the Freedom of Information Law. The use of such information to the advantage of the Contractor or its employees, agents, or representatives, or the disclosure of such information to third parties is prohibited.
- 6. MUTUAL INDEMNIFICATION:** Each party (for purposes of this Paragraph 5, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph 5, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the

Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

7. **PROOF OF INSURANCE:** Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor agrees to effectuate the naming of the District as an unrestricted additional insured on the Contractor's insurance policies, with the exception of workers' compensation and professional liability, and shall provide evidence of required coverage listed below on the onset of this contract, and at annual insurance renewal.

Commercial General Liability Insurance-

- Minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate.

Medical Malpractice Insurance-

- Minimum of \$1,300,000 per occurrence/\$3,900,000 aggregate.

Workers' Compensation and NYS Disability-

- Statutory Workers' Compensation and NYS Disability Benefits Insurance

8. **PAYMENT:** The District agrees to compensate the Contractor, as follows;

Services for July 1, 2017– June 30, 2018: not to exceed \$21,000.

Contract payments will be in equal quarterly installments, for each service period.

9. **TERMINATION:** Each party shall have the option to cancel the engagement provided that ninety (90) days' written notice is given to the other party. Throughout the term of the engagement, this Agreement may be terminated by the District for cause with thirty (30) days notice. Throughout the term of the engagement, this Agreement may be terminated by the Contractor for non-payment, or as a result of the District, or its representatives, failing to provide the information deemed necessary to undertake the Contractor's responsibilities under this Agreement. Should this Agreement be terminated payment will be pro-rated based upon the termination date.

10. **NOTICES.** All notices provided under this Agreement must be in writing at the following addresses:

To the District: Superintendent of Schools, and
School Business Administrator
South Lewis Central School
PO Box 10
Turin, NY 13473

To the Contractor: Jeffery Hellinger, CFO
Lewis County General Hospital
7785 North State Street
Lowville, NY 13367

11. **ENTIRE AGREEMENT.** This Agreement contains and embraces the entire agreement between the parties, and it or any part of it may not be changed, altered, modified, limited, terminated or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by the parties hereto, their legal representatives, successors or assigns.

12. **BOARD APPROVAL.** This Agreement is subject to approval by the district's Board of Education.

13. **GOVERNING LAW:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York without reference to the principles of conflict of laws thereof, if any, that would operate to defeat the application of New York law.

14. **VENUE:** All disputes which arise in connection with, or are related to this Agreement or any claimed breach thereof, shall be resolved, if not sooner settled, by litigation only in Lewis County, New York State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute) and not elsewhere, subject only to the authority of the Court in question to order changes of venue.

The undersigned hereby declare that they have read the foregoing Agreement and any and all other materials submitted in connection with the same, and agree to abide by the requirements therein.

For the South Lewis Central School District:

For the Lewis County General Hospital:

Name: Barry R. Worczak

Name: Jeffery Hellinger

Title: BOE President

Title: CFO

Date: _____

Date: _____

Date approved by the Board of Education:

BOARD OF EDUCATION OF THE SOUTH LEWIS CENTRAL SCHOOL DISTRICT
AND HAND IN HAND EARLY CHILDHOOD CENTER
PARTNERSHIP AGREEMENT

This Partnership Agreement ("Agreement") is made and entered into this ____ day of _____, 2017, by and between the Board of Education of the South Lewis Central School District ("SLCSD" or "District") having its principal office at 4264 East Road, Post Office Box 10 Turin, New York 13473 and the Hand In Hand Early Childhood Center ("HIH") having its principal office at 5780 Brookside Circle, Lowville, New York 13367 on the terms and conditions that follow:

RECITALS

WHEREAS, the Glenfield Elementary School and Port Leyden Elementary School are owned by the Board of Education of the South Lewis Central School District, and

WHEREAS, the use of public school buildings and facilities are permitted to be used for child care purposes in accordance with Education Law §414; and

WHEREAS, the South Lewis Central School District has applied for and received an Extended School Day/School Violence Prevention (ESD/SVP) grant from the New York State Education Department in the amount of \$ 350,000.00 to fund in part an after school program; and

WHEREAS, a maximum amount not to exceed \$43,000.00 shall be allocated to the after school child care program; and

WHEREAS, HIH desires to implement and operate an after school program known as the Hand in Hand After School Program at the Glenfield Elementary School in Glenfield, New York and Port Leyden Elementary School in Port Leyden, New York; and

WHEREAS, HIH desires to use a portion of the Facilities for an after school child care program purposes; and

WHEREAS, SLCSD desires to continue to use the Facilities for educational and instructional purposes as an elementary school for students residing in the school district; and

WHEREAS, SLCSD and HIH have agreed to enter into an Operating Agreement for the use of portions of the Facilities pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

SUBJECT OF AGREEMENT

A. Purpose

The purpose of this Agreement shall be to set forth the terms and conditions for the implementation of the Hand in Hand After School Program by HIH and SLCSO.

B. Location

The location of the Facilities shall be at the Glenfield Elementary School and Port Leyden Elementary School locations.

ARTICLE II

Funding and Adherence to Grant Conditions and Requirements

A. Funding

The Hand in Hand After School Program is funded by an appropriation from the Extended School Day/School Violence Prevention (ESD/SVP) grant provided to the South Lewis Central School District from the New York State Education Department. The maximum amount of the appropriation to HIH for operation of the Hand in Hand After School Program is \$43000.00 for the term of this agreement.

B. Payments

SLCSO agree to pay HIH an initial amount of \$5,000.00 on or before September 1, 2017, and shall pay additional amounts as invoiced by HIH for services provided during the term of this agreement up to the maximum amount. HIH shall invoice SLCSO monthly at the completion of each month's services and SLCSO agree to make monthly payments within thirty (30) days of the receipt of HIH's invoice.

C. Adherence to Grant Requirements

1. SLCSO and HIH agree to adhere to any grant requirements governing the Hand in Hand After School Program.
2. HIH shall not invoice the SLCSO for any expenditures that are unapproved. In the event that an audit identifies expenditures that are not approved, HIH agrees to reimburse SLCSO.

ARTICLE III

Responsibilities

A. SLCSD Provision of Space and Facilities

SLCSD hereby provides space and facilities in the Glenfield Elementary School and Port Leyden Elementary School to HIH as described herein, together with the right of access as specified by SLCSD at the location described in Article I, B. Title to the Premises shall remain in SLCSD. The lease shall be for a period of one (1) year.

B. SLCSD Responsibilities

1. Assurance the availability of clean spaces for the Hand in Hand After School Program in an adequate number of classrooms, as well as the cafeteria, auditorium, library, computer lab, gymnasium, and any other relevant space. The number of students involved in the program: 20 Port Leyden elementary students and 20 Glenfield elementary school students and space needs to be adequate for these participation levels.
2. Supply adequate and appropriate space for the after school program materials and equipment.
3. Facilitate the provision of full custodial services at no cost.
4. Work cooperatively with the research and evaluation component of the Hand in Hand Program. This may include, but not limited to, sharing school profiles and relevant data available in the public domain.

C. Responsibilities of HIH

1. Communicate and provide information to the school about the Hand in Hand After School Program through scheduled meetings.
2. Ensure that all procedures and regulations for health, fire, safety, pick-ups, parent consents, transportation, food, sports-related health exams, insurance, medical and other emergency procedures will be clearly listed and widely disseminated, and that they will conform to Board of Education and Health Department standards.
3. Recruit, employ, and train all program staff in cooperation with the school.
4. Ensure that all applicable local and state requirements for staff clearances are met.
5. Ensure that all after-school program staff are fingerprinted and cleared by the Department of Health through the child abuse registry.

6. Manage the day-to-day operations of the program and notify the school of any problems, issues, and concerns in a timely fashion.
7. Assure the availability of clean spaces for the after-school program in an adequate number of classrooms, as well as the cafeteria, auditorium, library, computer lab, gymnasium, and any other relevant space.
8. Attend school staff meetings as determined by the school principal.
9. Make staff available for in-service trainings throughout the school year and arrange for appropriate substitute coverage.
10. Invite designated school staff to attend after-school staff meetings
11. Ensure the respectful treatment of school property, including replacing property damaged or destroyed by the students or staff of the after school program, and keeping spaces used by the after school program clean.
12. Facilitate the provision of full custodial services at no cost to the Hand in Hand After School Program.
13. Develop protocol for emergency notification of parents and/or guardians.
14. Establish procedures for the safe keeping and safe transport of children after school hours.
15. Ensure that the staff onsite during program hours are trained in CPR, First Aid, and medical emergencies.
16. Maintain appropriate insurance coverage as set forth in the grant contract and as required by SLCSD.

D. Joint Responsibilities of SLCSD and HIH

1. Ensure that all procedures and regulations for health, fire, safety, pick-ups, parent consents, transportation, field trips, food, sports-related health exams, insurance, medical and other emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards.
2. Structure and facilitate meaningful communications between the school staff and the Hand in Hand Program. Provide on-going opportunities for the school staff and Hand in Hand staff to plan, coordinate, and integrate curricular areas with after school activities.
3. Hold regularly scheduled meetings between the staff of the Hand in Hand Program and the school principal, as well as other appropriate personnel, to

discuss all issues pertaining to the Hand in Hand Program. Issues would include, but not limited to, staff performances, effectiveness of program features, student development, and other issues of program evaluation.

4. Develop mechanisms and opportunities to communicate on a regular basis with both parents and family members of the program's students, including information regarding the after-school program that is accessible in a public space.
5. Recruit, select, and enroll student participants in the Hand in Hand Program and disseminate procedural information widely.

ARTICLE IV

OWNERSHIP OF IMPROVEMENTS

For the duration of the Lease, and any extension thereof, SLCSO shall continue to own the real property, buildings, improvements and fixtures. On termination or expiration of the Lease and Partnership Agreement, HIH shall have the right to remove personal property owned by HIH that is not permanently affixed to the buildings or real property. All other external improvements shall be owned by SLCSO. In the event HIH is unable or unwilling to remove the personal property due to lack of funds or any other reason within sixty (60) days of termination or expiration, the ownership of said personal property shall vest in SLCSO. HIH shall execute such documents as necessary to perfect vesting of title to SLCSO.

ARTICLE V

OPERATION AND MAINTENANCE

A. Maintenance

SLCSO will maintain in good order and condition the Facilities throughout the term of this Agreement.

All costs and fees incurred with respect to maintenance will be borne by SLCSO.

B. Utilities

All utility costs, which serve the Facilities, will be borne by SLCSO.

C. Custodial, Grounds, Care and Security

SLCSO, at its sole cost and expense, shall provide all custodial, grounds maintenance and snow removal related to the buildings and grounds, and shall provide for security, including an alarm and fire system connected to system. Any contracts for services, including any security contract for surveillance or installation of security equipment,

shall be borne by SLCSO and shall be subject to review by HIH. All SLCSO authorized personnel providing services, including vendors, shall be adequately screened by SLCSO and shall be supervised by SLCSO staff.

D. Capital Improvements

To the extent, during the lease term or term of the Partnership Agreement, any capital improvements that must be made, as opposed to ordinary maintenance and repair, such capital improvements shall be contracted for and made at the expense of HIH. SLCSO may provide input and must approve the installation of all capital improvements.

E. Operations

1. Use of Facilities by HIH.

- a. Classroom Facilities. HIH will be permitted to use designated classrooms in the Glenfield Elementary School and Port Leyden Elementary buildings primarily for instruction of children enrolled in the After School Program.
- b. Hiring and Screening of HIH Staff. HIH shall screen all employees, both full and part time, and shall conduct background and criminal checks as required by Social Services Law and any other applicable laws or policies.
- c. Hours of Operation of Facility. During school days, the hours of operation of the Facility shall generally be 3 pm – 6 pm. During non-school days, including School holidays and summer weekdays, the Facility's hours of operation shall generally be 3 pm to 6 pm. These hours of operation may be adjusted from time to time as agreed upon between SLCSO and HIH.
- d. The Facilities shall not normally be open on Saturdays, Sundays or some designated holidays. In the case of special events, the hours of operation may be modified on a case-by-case basis as agreed to by HIH and SLCSO.
- e. SLCSO's Right to Exclude Staff or Facility User. Notwithstanding the hiring and disciplinary policies of HIH's employees or consultants, SLCSO reserves the right to exclude from the Facility and the Campus any such employee or consultant who engages in disruptive conduct at the Facility or on SLCSO property, or whether or not at the Facility or on SLCSO property, engages in conduct constituting moral turpitude whether or not convicted of a criminal offense. SLCSO shall have the right to exclude any user of the Facility engaging in disruptive conduct or commits vandalism either to the Facility or to SLCSO property.
- f. Public Relations; Press Releases. Any press releases or public relations

related to the Facility (excluding its day-to-day programs and/or operations) shall be coordinated with SLCSO before release or dissemination.

- g. **Access to Facilities.** SLCSO and its authorized representatives, shall have emergency access to the Facilities at all times. Except in the case of an emergency, HIH shall be notified in advance by SLCSO representatives, if possible, seeking access if the Facilities are closed. The purpose for SLCSO access shall be to ensure security, integrity, maintenance and cleaning of the Facilities and to assure that the Facilities are being operated in compliance with the schedule specified in this Agreement.
- h. **No Assignment of Rights or Obligations.** For the duration of this Agreement, including any extensions, HIH shall have no authority to assign its rights or obligations or to sublet the Facilities, any SLCSO property, or any buildings or equipment on SLCSO property. HIH shall be permitted to allow third parties to use the Facilities if approved in writing by and only under the supervision, direction and control of HIH. SLCSO shall be notified at least five business days in advance of the requested third party use and SLCSO shall have the option to refuse consent for the requested use.
- i. HIH will be responsible for obtaining all required licenses and permits to operate the child care programs.

2. Use of Facilities by SLCSO.

- a. **Classroom Facilities.** SLCSO will be permitted to continue to use the classrooms or other space in the Facilities used by HIH during its designated hours of use when such use will not disrupt HIH activities.
- b. **SLCSO's Right to Exclude Staff or Facilities User.** Notwithstanding the hiring and disciplinary policies of HIH's employees or consultants, SLCSO reserves the right to exclude from the Facilities and the real property of SLCSO any such employee or consultant who engages in disruptive conduct at the Facilities or on SLCSO property, or whether or not at the Facilities or on SLCSO property, engages in conduct constituting moral turpitude whether or not convicted of a criminal offense. SLCSO shall have the right to exclude any user of the Facilities engaging in disruptive conduct or commits vandalism either to the Facilities or to SLCSO property.
- f. **Public Relations; Press Releases.** Any press releases or public relations related to the Facilities (excluding its day-to-day programs and/or operations) shall be coordinated with SLCSO before release or dissemination.

ARTICLE VI

INSURANCE AND INDEMNITY

A. HIH Insurance Requirements

At all times during the operation of the Facilities, HIH shall provide, and at no time allow to lapse, the following insurance which shall have an effective date to cover any liability as described below:

1. **Liability Insurance.** HIH shall include the SLCSO and the indemnitees set forth in the indemnification provision of this Agreement as additional insureds by causing endorsements or amendatory riders to be attached to the insurance policies described below. The insurance coverage afforded under these policies shall be primary to any insurance carried independently by the Indemnitees. Said amendatory riders or endorsements shall indicate that as respects the Indemnitees, there shall be severability of interests under said insurance policies for all coverages provided under said insurance policies. The policies shall include a waiver of subrogation. HIH shall provide SLCSO with a Certificate of Insurance with the coverages specified below and any necessary amendatory endorsements in a form acceptable to SLCSO.

HIH shall maintain, at its own expense, the following insurance coverages, insuring HIH, its employees, agents, officers and Board members and the Indemnitees as required herein, which insurance shall be placed with insurance companies licensed and authorized to conduct business in New York State and rated at least "A-" by Best's Key Rating Guide and shall incorporate a provision requiring the giving of written notice to Owner at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies as evidenced by return receipt of United States certified mail:

- (a) Comprehensive General Liability Insurance (including Broad-Form contractual liability and completed operations, explosion, collapse and underground hazards) in the amount of one million dollars (\$1,000,000.00) per occurrence/ \$2,000,000.00 general aggregate covering personal injury, bodily injury and property damage.
2. **Workers' Compensation and Related Employee Insurance.** HIH shall maintain workers' compensation insurance and other insurance as required by law for its employees. SLCSO shall maintain worker's compensation and other insurance as required by law for its employees.
3. **Use of Insurance Proceeds.** In the event of a casualty loss, HIH and SLCSO shall meet and confer to determine whether the affected Facility shall be rebuilt. If the affected Facility is not to be replaced, provided that all demolition and removal and restoration of the site is completed by SLCSO, SLCSO shall be

entitled to the insurance proceeds for the loss. If SLCSO declines or fails to restore the affected Facility to its original condition, SLCSO shall be entitled, and HIH hereby agrees, to direct that any insurance proceeds be released to SLCSO.

C. Indemnity

- 1. Indemnity Arising from HIH Activity or Operation of Facility.** HIH shall defend, indemnify and hold harmless SLCSO, its Board of Education, its members, officers, employees, agents, and volunteers from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of (1) HIH's use of the Facilities, the site or any portion of SLCSO property, (2) the use of the building or equipment constructed or installed and located on the site, the premises or any portion of SLCSO property in violation of the terms of this Agreement, or (3) any negligent act or omission of HIH, its officers, employees, agents, volunteers, or anyone for whose acts HIH may be liable in connection with the use of the Facilities. This duty to defend, indemnify and hold harmless shall include any liability arising out of the use, operation, supervision, and/or maintenance of (1) the Facilities and any equipment thereon, (2) any HIH equipment used on the Facilities or any other portion of SLCSO property, (3) any SLCSO equipment used by HIH on the Facilities or any other portion of SLCSO property, and (4) any SLCSO building used by HIH or used in HIH activities if permitted by SLCSO.
- 2. Indemnity Arising from SLCSO Use of the Facilities.** SLCSO shall defend, indemnify and hold harmless HIH, its Board of Directors, its Directors, officers, employees, agents, and volunteers from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of (1) SLCSO 's use of the Facilities, (2) the use of equipment at the Facilities; or (3) any negligent act or omission or the willful misconduct of SLCSO, its officers, employees, agents, volunteers, or anyone for whose acts SLCSO may be liable in connection with the use of the Facilities. This duty to defend, indemnify and hold harmless shall include any liability arising out of the use, operation, supervision, and/or maintenance of (1) the Facilities and any equipment thereon by SLCSO, (2) any SLCSO equipment used on the Facilities by SLCSO, (3) any HIH equipment used by SLCSO on the Facilities, and (4) any HIH space or rooms used by SLCSO or used in SLCSO activities.

ARTICLE VII

DEFAULT AND TERMINATION

A. Default

In the event SLCSO breaches any provision of the Agreement it shall be in default. In the event of default, SLCSO shall be given a reasonable cure period, not to exceed sixty (60) calendar days unless extended in writing by HIH, to cure the default after written notice is given to SLCSO. In the event such violation requires more than sixty (60) days to cure, under a reasonable cure period shall be extended provided SLCSO is in good faith continuing the process to cure.

In the event HIH breaches any provision of the Agreement it shall be in default. In the event of default, HIH shall be given a reasonable cure period, not to exceed thirty (30) calendar days unless extended in writing by SLCSO, to cure the default after written notice is given to HIH. In the event such violation requires more than 30 days to cure, under a reasonable cure period shall be extended provided HIH is in good faith continuing the process to cure.

B. Termination

Failure to cure the default shall render SLCSO in substantial breach of its obligations and shall entitle HIH to exercise any of its remedies in equity or at law including immediate termination of the Agreement and the Lease.

Failure to cure the default shall render HIH in substantial breach of its obligations and shall entitle SLCSO to exercise any of its remedies in equity or at law including immediate termination of the Agreement and the Lease.

C. Termination Without Cure Period

There shall be no cure period and the contract shall be terminated immediately on the following event or events:

1. **Assignment of Assets for the Benefit of Creditors.** If HIH assigns all or substantially all of its assets for the benefit of creditors, this Agreement shall be immediately terminated.
2. **Assignment of Interest in Agreement.** If HIH or SLCSO assigns any of its rights, duties or obligations under the Agreement, this Agreement shall be immediately terminated.
3. **Filing a Petition of Bankruptcy.** A voluntary or involuntary, filing for bankruptcy by HIH shall be cause for immediate termination of the Agreement

without notice or further action by SLCSO.

4. **Abandonment of Facilities.** If HIH, for any reason abandons the Facilities, the Agreement shall be terminated. If SLCSO, for any reason closes Facilities, the Agreement shall be terminated.
5. **Termination by Expiration of Lease or Partnership Agreement.** If not earlier terminated with or without cause, this Agreement shall terminate upon the expiration of Partnership Agreement or any extension thereof.

D. Termination of Lease

1. Upon termination of the Lease or Partnership Agreement, this Agreement shall terminate and title to the Facilities, less reasonable wear and tear, shall remain vested in SLCSO.

ARTICLE VIII

TAXES, ASSESSMENTS AND ENCUMBRANCES

A. Taxes

HIH shall be responsible for any real property taxes, sales taxes, use taxes, or possessory interest taxes to the extent HIH is liable for use of tax-exempt property. SLCSO shall be responsible for any assessments related to its use of the Premises and Facilities, if any.

B. Other Fees

Any fees, whether or not characterized *as* assessments, including any entitlement or processing fees related to the construction of the Facility whether paid to local, county or state government related to the Facility shall be the responsibility of SLCSO.

C. Encumbrances

The Facilities are on tax-exempt property. HIH shall not seek to encumber or otherwise place a lien on the Premises as security for a monetary encumbrance or for the performance of a HIH obligation.

ARTICLE IX

DISPUTE RESOLUTION

A. Mediation

The parties shall attempt informal, and if so agreed, formal mediation regarding any dispute arising out of this Agreement.

B. Litigation

In the event that the parties are unable to resolve any outstanding dispute, any litigation shall be in Lewis County Supreme Court, Lowville, New York.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. Captions

The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define the scope or the extent of this Agreement or the construction of any provision.

B. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. A facsimile or copy shall be as valid as an original.

C. Entire Agreement; Exhibits

This Agreement, including all exhibits, along with the Real Estate Lease, constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement and the Real Estate Lease. All prior understandings, terms or conditions, including any memorandums of understanding (MOU's) are modified by this Agreement and the Real Estate Lease.

D. Interpretation

This Agreement shall be interpreted in accordance with the laws of the State of New York. This Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any party. The rule of construction that the contract is to be strictly interpreted against the drafter shall not apply. Each party herein shall be

construed as co-drafters.

E, Other Documents

The parties agree to cooperate fully in carrying out the terms and conditions of this Agreement, including the execution of such other documents that may be necessary to carry out the purpose and intent of this Agreement.

F. Modification of Agreement

This Agreement may only be modified in writing duly executed and ratified by the parties.

G. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Neither HIH nor SLCSO shall not assign any rights, duties or obligations, including its Lease, under this Agreement. Breach of this provision shall constitute a default and shall be grounds for an immediate termination.

H. Severability

If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

EXECUTION

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date herein above inscribed.

**SOUTH LEWIS CENTRAL
SCHOOL DISTRICT**

**HAND IN HAND CHILD
CARE CENTER**

President, Board of Education

President, Board of Directors

Agreement, and all attached exhibits, ratified by the Board of Education of the South Lewis Central School District on _____ 2017 at its regular Board of Education meeting.

Clerk, Board of Education

Agreement, and all attached exhibits, ratified by the Board of Directors of Hand in Hand Child Care Center on _____ 2017 at its regular Board of Directors meeting.

Secretary, Board of Directors

SCHEDULE OF EXHIBITS

Exhibit A - Diagram and Description Depicting Facilities Locations.