I. Opening of Meeting
   A. Call to Order
   B. Convene meeting to Open Session
   C. Adjourn to Executive Session
      1. To discuss an individual personnel issue.
   D. Reconvene meeting to Open Session
   E. Pledge of Allegiance

II. Oath of Office for Newly Elected Board Members—The District Clerk will administer the Oath of Office.

III. Oath of Office for the Superintendent

IV. Election of Officers—The newly elected Board President assumes the chair.
   A. Board President
   B. Oath of Office
   C. Board Vice President
   D. Oath of Office for the Above Newly Elected Officers

V. Selection of Board of Education Representatives:
   A. BCTA Process Committee
   B. BCUEA Process Committee
   C. Audit Committee
   D. Policy Committee
   E. Health Insurance Committee
   F. Facilities and Grounds Committee

*AN EXECUTIVE SESSION OF THE BOARD OF EDUCATION MAY BE CONVENED UPON MAJORITY VOTE OF ITS TOTAL MEMBERSHIP TAKEN IN AN OPEN MEETING PURSUANT TO A MOTION IDENTIFYING THE GENERAL AREA OR AREAS OR THE SUBJECT OR SUBJECTS TO BE CONSIDERED. (BOARD POLICY 22.9)
VI. Appointment of Officers

It is recommended that the Board of Education approve the following appointment of officers action items A through G.

A. Treasurer and Deputy Treasurer—Appoint Phyllis Albano as Treasurer and Cynthia Bradley as Deputy Treasurer at no additional salary.

B. School District Clerk and Deputy Clerk – Appoint Judith E. Kehoe as School District Clerk, at no additional salary, and Michelle Curtis as Deputy Clerk at her regular hourly rate.

C. Tax Collector—Appoint Michelle Curtis as Tax Collector for the District residents in the Town of New Scotland.

D. Purchasing Agent – Appoint Martha Shea as Purchasing Agent for the School District.

E. Re-appoint Claims Auditor – It is recommended that the Board of Education re-appoint Ms. Dana Burns to the position of part time Claims Auditor for the District, effective July 1, 2013 and ending on June 30, 2014. Ms. Burns will be paid at $25.00 per hour.

F. Privacy Officer for HIPAA – Appoint Phyllis Albano as Privacy Officer for HIPAA (Health Insurance Portability and Accountability Act) at no additional salary effective July 1, 2013 and ending on June 30, 2014.

G. Auditor and Treasurers of Extra Classroom Activity Accounts – Appoint the following:

Jim Farfan – Internal Accounts (Central Treasurer) Middle School $1,377
Anthony Malizia – Internal Accounts (Central Treasurer) High School 1,782
Kimberly Wise – Faculty Auditor Middle/High School 1,460

VII. Other Appointments

It is recommended that the Board of Education approve the following other appointment action items A through G.

A. School Attorney—Reappoint Whitman, Osterman and Hanna P.C. as School Attorney. This service is pursuant to a request for proposal, with the option to renew the appointment at the ending fiscal year June 30, 2014.

B. Title IX/Section 504 Coordinator — Appoint Salvatore DeAngelo as Title IX/Section 504 Coordinator.

C. Title IX/Section 504 Compliance Officer — Reappoint Ms. Kathleen Johnston Title IX/Section 504 Compliance Officer.

D. Records Access Officer and Records Management Officer – Reappoint the School District Clerk as the District Records Access Officer and Records Management Officer.
B. **Auditors** - Recommend the reappointment of Cusack and Company to conduct the annual independent audit of the school district's records and accounts for fiscal year ending June 30, 2013. This service is pursuant to a request for proposal, with the option to renew the appointment for an additional two (2) years, ending fiscal year June 30, 2015.

G. **Re-Appoint Internal Auditors** – It is recommended that the Board of Education approve the reappointment of Questar III BOCES to perform the internal audit services for the 2013-14 school year, as per attached agreement.

G. **Uniform Notice of Claim Act** - Pursuant to the Uniform Notice of Claim Act that amends NYS General Municipal Law effective June 15, 2013, it is recommended that the District Clerk be designated as the party to whom the Secretary of State will provide notices of claims to.

**VIII. Designations**

It is recommended that the Board of Education approve the following designation action items A through C.

A. **Official Bank Depositories for District Funds** with a maximum that can be kept on deposit of $50,000,000 in each bank.

1. J. P. Morgan Chase Bank
2. NBT Bank
3. TD Bank
4. First Niagara Commercial Bank
5. Pioneer Commercial Bank

B. **Official Newspaper**—Designate *Times Union* and/or *The Spotlight* as the official newspaper.

C. **Regular Board Meeting Dates**—Designate the first and third Wednesday of the month, as needed, for regular meetings of the Board at 7:00 p.m., unless indicated by the attached Board of Education meeting calendar or a change via Board of Education action.

**IX. Authorizations**

It is recommended that the Board of Education approve the following authorization action items A through F.

A. **Business Operations**

1. The Chief Business and Financial Officer is authorized to certify payrolls for the School District.

2. A petty cash fund of $100 is authorized for the Chief Business and Financial Officer for the Business office.
3. In accordance with Education Law Section 1724 (3), it is recommended that the Board of Education authorize payments in advance of audit for postage charges.

4. The District is authorized to assess a service charge of $20 for checks that, when deposited, are returned to the District as non-sufficient funds (NSF).

5. The Chief Business and Financial Officer is authorized to waive the non-sufficient funds (NSF) fees or take action to recover the funds.

B. School District Treasurer and/or Deputy Treasurer

The use of a facsimile signature of the school district treasurer and/or Deputy Treasurer is authorized on all school district checks.

C. Superintendent

Attendance at conferences, conventions, and workshops, for which budget funds have been provided, subject to approval of the Superintendent, is authorized.

D. Assistant Superintendent for Educational Programs and Instruction

The Assistant Superintendent for Educational Programs and Instruction is authorized to file grant applications for Federal Funds.

E. Board President

The Board President is authorized to sign applications for renewal of the school breakfast, lunch, and school milk programs; to sign contracts for health and welfare services with other districts to cover services received by students residing in the Bethlehem Central School District attending nonpublic schools in other districts; and to sign contracts for health and welfare services to bill for services provided to students attending nonpublic school in the Bethlehem Central School District but residing elsewhere.

F. Director of Special Education and Student Services

The Director of Special Education and Student Services is authorized to be District Signator for tuition contracts with private schools for students with disabilities.

X. Bonding of Personnel

It is recommended that the Board of Education approve the following appointment of bonding of personnel action items A through C.

A. Blanket Employee bond – Provide for $100,000 per employee.

B. District Treasurer and Deputy Treasurer – The District Treasurer and Deputy Treasurer are to be bonded for $1,000,000.
C. **School Tax Collector** – The School Tax Collectors are to be bonded for $1,000,000.

**XI. Other Items**

It is recommended that the Board of Education approve the following appointment of officers action items A through B.

A. **Annual Approval of Policies** – It is recommended that the Board of Education adopt the 5300 Code of Conduct, 6240 Investments, and 6700 Purchasing, which were reviewed for annual approval.

B. **Annual Receipt of Information** – The Board of Education acknowledges receipt of the information pertaining to District Policy 8332 Cell Phones and Pagers, and 8334 Use of Credit Cards, as per attached.

**XII. Approval of Minutes**
A. Minutes of June 19, 2013 Regular Board Meeting.

**XIII. Student Senate Report**
1. Student Senate Report

**XIV. Superintendent’s Report**
1. Superintendent’s Report

**XV. Board of Education Report**
1. President’s Report
2. Committee Reports

**XVI. Presentation**

**XVII. Recognition of Visitors** (This time is set aside for visitors to address the Board of Education on any agenda items)

"It is the policy of the Board of Education to allow public comment during the visitors period of the meeting, it is not our policy to engage in public debate. Your comments and statements are heard and are greatly appreciated. If there is information we can provide for you after the meeting, feel free to contact the superintendent’s office with your request and we will do our best to get information for your needs, as soon as possible."

**XVIII. Finance**

It is recommended that the Board of Education approve the following finance action items A through F.

A. **Application for Amended Tax Rolls** – It is recommended that the Board of Education authorize the Chief Business and Financial Officer to sign applications for Corrected Tax Rolls as submitted for Town of Bethlehem and Town of New Scotland.
B. **Re-Approve Use of Facility Fee Schedule** – It is recommended that the Board of Education approve the use of facility fee schedule, effective July 1, 2013, as per attached.

C. **Re-Approve Hourly Rates For Substitutes and Extra Help** - It is recommended that the Board of Education approve the hourly rate of pay for substitutes and extra help overtime for the 2013-14 school year, as per attached.

D. **Approval of Resolution** - It is recommended that the Board of Education authorize participation in the BOCES Cooperative Purchasing Bid for Food and Cafeteria Supplies for the 2013-14 school year, as per attached.

E. **Approval of Resolution** – It is recommended that the Board of Education authorize participation in the BOCES Cooperative Bidding for the 2013-14 school year, as per attached.

F. **Free and Reduced Price Meal Program for 2013-2014** - It is recommended that the Board of Education adopt the Free and Reduced Price Meal Program Policy Statement for 2013-14 including the Family Income Eligibility Criteria and all required attachments, and further, designate Manon Desjardins as the reviewing and verification official and Dr. Thomas J. Douglas as the hearing official.

XIX. **Professional Personnel**

It is recommended that the Board of Education approve the following instructional staff action items A through P. (All appointments and payments for services are subject to out possession of proper certification and transcripts substantiating credits and diplomas and a notice from the Commissioner of Education, that (s)he is fully cleared for employment.)

A. Name: Jacob J. Purington  
   Position: 1.0 Replacement Music Teacher  
   Building: Eagle, Elsmere and Slingerlands Elementary  
   Replacement Start Date: 9/1/13  
   End Date: 1/31/14  
   Salary: $46,000. MA Step 1  
   Pro-Rated Salary: $23,000.  
   Education: BM – Crane School of Music at SUNY Potsdam – Music Education  
   MM – University of Michigan – Music Education  
   Certification Status: Maternity Leave of Sarah Platek  
   Reason:

B. Name: Maggie L. Greeran  
   Position: Part-Time – 0.6 Family and Consumer Science Teacher  
   Building: Middle School  
   Part-Time Start Date: 9/1/13  
   End Date: 6/30/14  
   Salary: $46,000. MA Step 1  
   Pro-Rated Salary: $27,600.  
   Education: BS – SUNY Oneonta – Family and Consumer Science
C. **Name:** John DeMeo  
   **Position:** 0.4 Physical Education Teacher  
   **0.6 Interim Athletic Director Supervisor**  
   **Tenure Area:** Physical Education  
   **Building:** District  
   **Start Date:** 7/1/13  
   **End Date:** 1/31/14  
   **Tenure Date:** 2/1/84  
   **Seniority Date:** 2/2/81  
   **Salary:** $114,607. MA+46 Step 31.5  
   **Pro-Rated Salary:** $62,513.  
   **Education:** BS – SUNY Brockport – Physical Education  
   MS – SUNY at Albany – Education Administration  
   **Certification Status:** Physical Education  
   **Reason:**  
   School Administrator/Supervisor  
   **Interim Appointment for First Semester**

D. **Name:** Erica L. Ladu  
   **Position:** Part-Time – 0.8 English Teacher  
   **Building:** Middle School  
   **Part-Time Start Date:** 9/1/13  
   **End Date:** 6/30/14  
   **Salary:** $47,100. MA Step 2  
   **Pro-Rated Salary:** $37,680.  
   **Education:** BS – College of Saint Rose – Elementary Education  
   MEd – College of Saint Rose – Literacy Birth – Grade 6  
   **Certification Status:** English Language Arts 7-12  
   English Language Arts 7-9 Extension  
   Childhood Education (Grades 1-6)  
   **Reason:**  
   Recall of Catherine Casey taking another position in the District

E. **Name:** Jody E. Kozy  
   **Position:** Part-Time – 0.6 English as a Second Language Teacher  
   **Building:** District  
   **Part-Time Start Date:** 9/1/13  
   **End Date:** 6/30/14  
   **Salary:** $46,000. MA Step 1  
   **Pro-Rated Salary:** $27,600.  
   **Education:** BA – Nazareth College of Rochester – International
Studies & German  
MS - University at Albany - TESOL

**Certification Status:** English to Speakers of Other Languages  
**Reason:** Recall of Kristen Buyce taking another position in the District

| F. | Name: Michael S. Charvat  
Position: Replacement – 0.6 Physical Education Teacher  
Part-Time – 0.2 Physical Education Teacher  
Building: Middle School/High School  
Part-Time Start Date: 9/1/13  
End Date: 1/31/14  
Salary: $58,700. MA Step 11  
Pro-Rated Salary: $23,480.  
Education: AA – Suffolk Community College – Business  
BA – SUNY Cortland – Physical Education  
**Certification Status:** Physical Education  
**Reason:** Replacement of John DeMeo taking an Interim position in the District  
Part-time FTE Vacancy |

| G. | Name: Laurie Bremer  
**FTE:** 0.4 FTE  
Teaching Area: School Counselor  
Building: Elementary  
Salary: $18,736 MA + 30 Step 1 |

| H. | Name: Marilyn E. Valentini  
Position: 1.0 Elementary Teacher  
Location: Slingerlands Elementary  
Effective Date: 2/1/14  
Reason: Resignation for Retirement Reasons  
Length of Service: 29.5 Years |

| I. | New Teacher: Shana R. Pellitteri  
Discipline: 1.0 Probationary Foreign Language Teacher  
Building: High School  
Advisor: Michelle Atallah  
Total Stipend: $400.00 |

| J. | New Teacher: Megan E. Scolaro  
Discipline: 1.0 Replacement Music Teacher  
Building: Middle School  
Advisor: Jason Dashew  
Total Stipend: $400.00 |

| K. | New Teacher: Kyle D. Greene  
Discipline: .8 Art Teacher |
L. New Teacher: Shana R. Pelligeri
   Discipline: 1.0 Probationary Foreign Language Teacher
   Building: High School
   Advisor: Michelle Atallah
   Total Stipend: $400.00

M. Name: Kristen Buice
   Position: English as a Second Language Teacher
   Location: Middle School
   Effective Date: September 20, 2013 through December 13, 2013
   Type of Leave: Maternity Leave

N. It is recommended that the Board of Education approve the attached list of Winter Athletic Coaches for the 2013-14 school year.

O. Approve the following Instructional staff for the “Extended School Year Program” at Eagle Elementary School, effective July 1, 2013, and ending August 9, 2013.

Kim Irwin Special Ed Teacher; 4 hours/day, 3 days/week, plus 2 $35.00/hr. days prep (4 hrs/day)

P. It is recommended that the Board of Education approve the following 2013 Summer Enrichment Program, effective July 8, 2013, and ending July 20, 2013.

<table>
<thead>
<tr>
<th></th>
<th>Program</th>
<th>Sessions</th>
<th>Time and Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Alesia Hall</td>
<td>Forensics</td>
<td>4 3.5 hours/day, 5 days/week, per session, plus 1 hour prep $35.00/hr.</td>
</tr>
<tr>
<td>2.</td>
<td>Charlie Evans</td>
<td>Forensics</td>
<td>1 3.5 hours/day, 5 days/week, plus 1 hour prep $35.00/hr.</td>
</tr>
<tr>
<td>3.</td>
<td>Bill Reilly</td>
<td>Film Production</td>
<td>1 3.5 hours/day, 5 days/week, plus 1 hour prep $35.00/hr.</td>
</tr>
<tr>
<td>4.</td>
<td>Chris Porter</td>
<td>Environmental Art</td>
<td>1 3.5 hours/day, 5 days/week, plus 1 hour prep $35.00/hr.</td>
</tr>
<tr>
<td>5.</td>
<td>Kayti Marr</td>
<td>Yoga</td>
<td>1 3.5 hours/day, 5 days/week, plus 1 hour prep $35.00/hr.</td>
</tr>
<tr>
<td>6.</td>
<td>Melissa Leach</td>
<td>Cooking</td>
<td>2 3.5 hours/day, 5 days/week, per session, plus 1 hour prep $35.00/hr.</td>
</tr>
<tr>
<td>7.</td>
<td>Heather Bush</td>
<td>Cooking</td>
<td>1 3.5 hours/day, 5 days/week, plus 1 hour prep $35.00/hr.</td>
</tr>
<tr>
<td>8.</td>
<td>Courtney Longton</td>
<td>Movie Making</td>
<td>2 3.5 hours/day, 5 days/week, per session, plus 1 hour prep $35.00/hr.</td>
</tr>
<tr>
<td>9.</td>
<td>Kristy Eldeen</td>
<td>Movie Making</td>
<td>2 3.5 hours/day, 5 days/week, per session, plus 1 hour prep $35.00/hr.</td>
</tr>
<tr>
<td>10.</td>
<td>Janette Folger-Beebe</td>
<td>Harry Potter</td>
<td>1 3.5 hours/day, 5 days/week, plus 1 hour prep $35.00/hr.</td>
</tr>
</tbody>
</table>
11. Amy Ludik  
   Chemistry of Cooking  
   1  
   3.5 hours/day, 5 days/week, plus 1 hour prep  
   $35.00/hr.

12. Mary Ann Bruno  
   Nurse  
   4  
   3.5 hours/day, 5 days/week, per session, plus 2 hour prep  
   $35.00/hr.

XX. Support Personnel

It is recommended that the Board of Education approve the following support staff action items A through U. (All appointments and payments for services are subject to our possession of proper payroll documentation and a notice, if appropriate, from the Commissioner of Education that (s)he is fully cleared for employment.)

<table>
<thead>
<tr>
<th>FOOD SERVICE DEPARTMENT</th>
</tr>
</thead>
</table>
| **A.**  | Name: Kimberly Hempstead  
|          | Position: Food Service Helper  
|          | Hours per Day: 3.25 |
| **B.**  | Name: Sandra Love  
|          | Position: Food Service Helper  
|          | Hours per Day: 3.25 |
| **C.**  | Name: DeeAnn McAuliffe  
|          | Position: Food Service Helper  
|          | Hours per Day: 3.25 |
| **D.**  | Name: Paul Lukatschat  
|          | Position: Food Service Helper  
|          | Hours per Day: 3.25 |
| **E.**  | Name: Thomas Scanni Jr  
|          | Position: Food Service Helper  
|          | Hours per Day: 3.25 |
| **F.**  | Name: Sheila Margosian  
|          | Position: Food Service Helper  
|          | Hours per Day: 3.25 |
| **G.**  | Name: Brandywine Eck  
|          | Position: Food Service Helper  
|          | Hours per Day: 3.25 |
| **H.**  | Name: Carolyn Rafferty  
|          | Position: Food Service Helper  
|          | Hours per Day: 3.25 |
| **I.**  | Name: Christine Delsignore |
J. Name: Connie Bruff  
    Position: Food Service Helper  
    Hours per Day: 3.0  

K. Name: Wendi Clarke  
    Position: Food Service Helper  
    Hours per Day: 3.25  

L. Name: Stacy Bronson  
    Position: Food Service Helper  
    Hours per Day: 3.0  

M. Name: Tina Benoit  
    Position: Food Service Helper  
    Hours per Day: 2.5  

N. Name: Stephanie Corbett  
    Position: Food Service Helper  
    Hours per Day: 3.0  

O. Approve the change in hours for the following School Monitors (Aide to Students with Disabilities), effective September 9, 2013:  

Mia Calabrese - from 6.5 to 6.25  
Tracy Cox - from 6.25 to 6.5  
Mildred Cushing - from 6.25 to 6.5  
Carolyn Daley - from 6.25 to 6.0  
Karen Maloney - from 6.25 to 6.5  
Diane McGurn - from 6.25 to 6.0  
Pamela Rizzo - from 6.25 to 6.5  
Eileen Rosetti - from 6.0 to 6.5  
Natalie Scarano - from 6.25 to 6.5  

P. Name: Amy Lane Grant  
    Position: 10 month Temporary Technology Support Specialist  
              (Education)  
    Location: Special Education and Student Services  
    Hours Per Day: 3 hours per day; 204 days per year  
    Re-appointment Date: July 1, 2013  
    Ending Date: June 30, 2014  

Q. Name: AnnMarie Boomhower  
    Position: Food Service Helper
XXI. Correspondence for Action

It is recommended that the Board of Education approve the following correspondence for action items A through M.

A. Committee on Special Education/Preschool Special Education Parent Representative – It is recommended that the Board of Education approve the attached list of Committee on Special Education/Preschool Special Education Parent Representative for the 2013-14 school year.
B. Committee on Special Education/Preschool Special Education Recommendations – It is recommended that the Board of Education approve the Committee on Special Education recommendations and the Committee on Preschool Special Education recommendations for the following meeting dates:


C. Approval of Impartial Hearing Officer Rotational List Selection – It is recommended that the Board of Education approve the Impartial Hearing Officer Rotational List, as maintained by Vocational and Education Services for Individuals with Disabilities (VESID), for appointing Hearing Officers for the 2013-14 school year, current list is attached.

D. CASHIC Trustee - It is recommended that the Board of Education appoint Ms. Judith E. Kehoe as Capital Area School Health Insurance Consortium (CASHIC) Trustee for the Bethlehem Central School District.

E. CASHIC Trustee Alternate - It is recommended that the Board of Education appoint Ms. Phyllis Albano as the Capital Area School Health Insurance Consortium (CASHIC) Trustee Alternate for the Bethlehem Central School District in the absence of Ms. Judith E. Kehoe.

F. Re-Appoint Prime Care Physicians for Student Related Matters – It is recommended that the Board of Education approve the re-appointment of Prime Care Physicians as School Physicians to provide professional medical services for student related matters, effective July 1, 2013 and ending on June 30, 2014. This is an extension of the current contract due to expire on June 30, 2013 with the ability to extend one more year as provided for in the Request For Proposal dated May 2010.

G. Re-Appoint Athletic Trainer – It is recommended that the Board of Education approve the re-appointment of Premiere Athletic Training, LLC, effective July 1, 2013 and ending on June 30, 2014. This is an extension of the current contract, based on a request for proposal, with the option to renew the appointment for an additional year, ending June 13, 2014.

H. PDP Plan – It is recommended that the Board of Education approve the attached 2013-14 PDP Plan.

I. RTI Plan – It is recommended that the Board of Education approve the attached 2013-14 RTI Plan.

J. Superintendent Agreement - The Board of Education shall consider the one year extension of the Superintendent’s employment agreement dated September 27, 2011 for the period July 1, 2016 to June 30, 2017, consistent with Section 10 of the Agreement.

K. Approve Extension of Athletic Football Reconditioning Services Contract – It is recommended that the Board of Education approve the extension of the contract for football reconditioning, effective July 1, 2013 and ending on June 30, 2014. This is an extension of the current contract, based on a request for proposal, with the option to renew the appointment for an additional year, ending June 13, 2014.
L. Approval of Human Resources Associates Contract – It is recommended that the Board of Education approve the contract with Human Resources Associates for the 2013-14 school year, as per attached. This contract provides professional services for the district’s Employee Assistance Program.

M. Approve Execution of Contract to Sell Property at 90 Adams Place – It is recommended that the Board of Education authorize the President of the Board of Education to execute a contract to sell the 90 Adams Place property to Integrated Associates, LLC for the sum of $425,000, as per the attached resolution.

XXII. Recognition of Visitors (This time is for visitors to address any items not on this agenda)

“It is the policy of the Board of Education to allow public comment during the visitors period of the meeting, it is not our policy to engage in public debate. Your comments and statements are heard and are greatly appreciated. If there is information we can provide for you after the meeting, feel free to contact the superintendent’s office with your request and we will do our best to get information for your needs, as soon as possible.”

XXIII. Future Meetings and Events

A. Wednesday, Aug. 14 7:00 p.m. Regular Board Meeting

B. Tuesday, Sept. 3 7:00 p.m. Regular Board Meeting

XXIV. Proposed Executive Session (if necessary)

A. Adjourn to Executive Session

B. Reconvene to Open Session

XXV. Adjourn the Meeting
AGREEMENT

AGREEMENT made this June 10, 2013 by and between the Rensselaer, Columbia and Greene Counties Board of Cooperative Educational Services, also known as and hereinafter referred to as "QUESTAR III" with its principal business address at 10 Empire State Boulevard, Castleton, New York 12033 and Bethlehem Central School District, hereinafter referred to as "DISTRICT" with a principal business address at 90 Adams Place, Delmar, NY 12054.

WITNESSETH:

WHEREAS, Education Law, section 1950(4) (k), as amended by Chapter 263 of the Laws of 2005, provides that a board of cooperative educational services ("BOCES") has the power and duty to establish an internal audit function;

WHEREAS, Education Law, section 2116-b, as added by Chapter 263 of the Laws of 2005, directs that each school district establish an internal audit function to include, among other things, the development of risk assessment of district operations, a review of financial policies and procedures; the testing and evaluation of district internal controls; and an annual review of risk assessment;

WHEREAS, Education Law, section 2116-b authorizes school districts to use inter-municipal agreements to fulfill the internal audit function provided that such function comply with regulations of the Commissioner of Education and meet professional auditing standards;

WHEREAS, General Municipal Law, Article 5-G authorizes the District and Questar III to enter into an inter-municipal agreement to carry out any function or responsibility each has authority to undertake alone;

WHEREAS, QUESTAR III has established an internal audit function and appointed an internal auditor who will provide internal audit functions for QUESTAR III and is ready, willing and able to provide such functions for school districts as may be agreed upon;

WHEREAS, District is desirous of establishing an internal audit function and has determined that QUESTAR III can provide DISTRICT with professional expertise for such purpose; and

WHEREAS, DISTRICT has undertaken a reasonable review of the cost of obtaining professional audit services and has determined that obtaining such services through QUESTAR III will afford best value to the DISTRICT.

NOW, THEREFORE, in consideration of the mutual promises herein given, and other good and valuable consideration, it is agreed as follows:
1. **TERM.** The term of this AGREEMENT shall begin on 07/01/2013 and extend for, through and including 06/30/2014.

2. **WORK.** QUESTAR III shall perform for DISTRICT the services described in Appendix A (SCOPE OF WORK). QUESTAR III shall undertake such WORK in accordance with generally accepted professional practices and applicable regulations of the Commissioner of Education. WORK shall take place at mutually agreeable dates and times.

3. **EQUIPMENT AND OTHER RESOURCES.** Unless otherwise provided in the SCOPE OF WORK, DISTRICT shall provide all of the equipment, supplies, and any other resources required to complete the WORK.

4. **COMPENSATION.** QUESTAR III shall be compensated for the WORK as provided in Appendix B, “SCHEDULE OF FEES.” Unless otherwise provided in Appendix B, QUESTAR III’s fee shall be all inclusive.

5. **PAYMENT.** Payment for the WORK provided pursuant to this AGREEMENT is dependent upon the satisfactory completion of the WORK and faithful compliance with the terms and conditions of the AGREEMENT by QUESTAR III.

6. **INDEPENDENT CONTRACTOR.** QUESTAR III agrees to provide such WORK to DISTRICT as an independent contractor. It is mutually agreed that for purposes of providing this WORK, any employee or contractor of QUESTAR III shall not be an employee of DISTRICT, and shall neither hold himself/herself out nor claim to be an officer, employee, agent or representative of DISTRICT nor make any claim, demand or application to or for any right based upon any different status.

7. **LIMITS ON COMPENSATION.** QUESTAR III agrees that neither it nor any employee or contractor of it are entitled to participate in any benefit plan provided to the employees of DISTRICT; Worker's Compensation through DISTRICT; unemployment insurance benefits through DISTRICT; nor any other benefit, right and/or privilege available to employees of DISTRICT.

8. **INDEMNIFICATION.** DISTRICT is responsible for establishing and maintaining internal controls for its financial operations. Questar III shall not indemnify District for theft, loss, unauthorized use or disposition of assets, or failure to comply with law or regulations on the part of District's employees, regardless of whether such theft, loss, unauthorized use or disposition of assets, or failure to comply with law or regulations occurs before, during, or after completion of the WORK, and District shall not indemnify Questar III for theft, loss, unauthorized use or disposition of assets, or failure to comply with law or regulations on the part of Questar III's employees under any circumstances.
9. **AVAILABILITY OF INFORMATION, RECORDS AND PERSONNEL.**
DISTRICT shall be responsible for making all financial records, related information and relevant personnel available to Questar III as may be necessary for Questar III to complete WORK. DISTRICT is responsible for the accuracy and completeness of any such information. DISTRICT acknowledges that Questar III will not perform a detailed examination of all transactions and that there is a risk that material misstatements, illegal acts, or noncompliance may exist and not be detected during WORK. The Internal audit shall preserve the confidentiality of all DISTRICT information and/or records unless otherwise required by law.

10. **REPORTING RESPONSIBILITIES.** Internal auditors assigned to perform WORK for DISTRICT shall report directly to the Board of Education of DISTRICT. The PARTIES agree that such internal auditors shall have suitable qualifications that allow him or her to undertake internal audit functions, as directed by DISTRICT'S Board of Education, in accordance with generally accepted professional practices and applicable regulations of the Commissioner of Education.

11. **SUBCONTRACTS.** QUESTAR III shall not enter into subcontracts for the performance of work pursuant to this AGREEMENT unless such subcontractors are approved by DISTRICT before the WORK is started.

12. **NON-ASSIGNMENT.** This AGREEMENT may not be assigned by either PARTY or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the OTHER PARTY and any attempt to assign the contract without such written consent will be null and void.

13. **DISPUTE RESOLUTION.** In the event either PARTY has a dispute relating to the execution of WORK or compensation for WORK, including but not limited to the applicability of professional standards for such WORK, it shall provide written notice to the other PARTY of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution. Within seven (7) days of receiving such notice, the receiving PARTY shall contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet and discuss the resolution. Both PARTIES shall provide documentation or other information useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the PARTIES cannot agree to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph fourteen (14) of this AGREEMENT.

14. **TERMINATIONS.** Both PARTIES reserve the right to terminate this AGREEMENT upon providing thirty (30) days written notice to the other PARTY provided, however, that prior to providing such notice the PARTY seeking termination shall participate in dispute resolution as described in paragraph thirteen (13) of this AGREEMENT.
15. CONVERSION TO CO-SER. In the event that a cooperative service agreement ("Co-Ser") is offered through QUESTAR III for the internal auditor services during the term of this AGREEMENT, each PARTY agrees that this AGREEMENT may be converted to a Co-Ser by mutual consent without compliance with the terms of paragraph fourteen (14).

16. NOTICES. Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Service, postage prepaid, certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:

   (a) If to QUESTAR III:

   Questar III
   10 Empire State Blvd.
   Castleton, New York 12033
   Attn.: Harry Hadjiouannou, Assistant Superintendent

   With a copy to:

   Questar III
   10 Empire State Blvd.
   Castleton, New York 12033
   Attn.: Susan M. DiDonato, Esq.

   (b) If to District or BOCES

   Ms. Judith Kehoe
   Chief Business and Financial Officer
   Bethlehem Central School District
   90 Adams Place
   Delmar, NY 12054

17. HEADINGS. Headings or titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

18. FULL AGREEMENT. This AGREEMENT, including all appendices, constitutes the full agreement between the PARTIES.
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

Date: ______________ QUESTAR III

By: ________________________________
    C.L. Hadjoannou, Assistant Superintendent

Date: ______________ Bethlehem Central School District

By: ________________________________

Name: ________________________________
CERTIFICATION BY BOARD CLERK

I, ______________, Clerk of the Board of Education for the Bethlehem Central School District do certify that an AGREEMENT for certain internal audit functions between the District and Questar III was duly approved by a majority vote of the voting strength of the Board of Education on __________.

Date: ______________

Board Clerk: ________________________________

Signature

Name: ________________________________
CERTIFICATION BY BOARD CLERK

I, Robin Emanatian, Clerk of the Board of Education for the Questar III, Rensselaer Columbia Greene Board of Cooperative Educational Services, do certify that an AGREEMENT for certain internal audit functions between the Bethlehem Central School District and Questar III was duly approved by a majority vote of the voting strength of the Board of Education on ____________.

Date: ______________________

Signed: ______________________

Name: Robin Emanatian, Board Clerk ______________________
APPENDIX A
SCOPE OF WORK

The QUESTAR III will provide the QUESTAR III internal auditor who shall perform the following WORK for DISTRICT on a per diem basis:

A. Internal Audit Services (for additional fees noted in Appendix B)
   QUESTAR III will use sampling techniques to test significant operational controls to determine if DISTRICT's internal control structure is operating as designed. This service follows, and is based upon, DISTRICT's risk assessment undertaken no more than one year before the audit service.

   Deliverables: Report to DISTRICT the strengths and/or weaknesses of its internal controls and make recommendations to remediate deficiencies. The internal auditor will also provide an annual update to the financial risk assessment.

B. Financial Risk Assessment Update
   QUESTAR III will review the previously issued financial risk assessment and update the report to reflect the District's progress on correcting previously identified risks. The updated assessment will also consider the current status of the operation and may include risks not previously identified. This service shall include the following:
   - Discuss financial controls, operations and procedures with management and key staff members;
   - Review past financial risk assessment comments;
   - Update previously prepared risk assessment to reflect changes in the control environment;
   - Assessment of the current operating environment for the purpose of determining if financial risks have changed and require reporting in the update assessment.

   Deliverables: Report to DISTRICT results of financial risk assessment, to include recommendations for process improvements, if any.
A. DISTRICT agrees to pay QUESTAR III the following fees for WORK identified in Appendix A of this AGREEMENT:

All inclusive cost to perform the Financial Risk Assessment Update is $3,770.

This fee includes a maximum of one updated risk assessment. If the engagement extends beyond one updated risk assessment, the DISTRICT will be billed the additional services at prevailing hourly rates; with additional out-of-pocket travel related costs. This fee was developed based on our understanding of the size and complexity of the district. The fee could be higher or lower depending on the quality and availability of the information requested at the commencement of the engagement. Actual charges will be billed to the DISTRICT based on prevailing hourly rates for the staff performing the actual services. The fee is based on a $754 per staff day, based upon a 7.5 hour day.

The cost for the system testing and assessment for each year, once it has been determined which system(s) will be analyzed, will be negotiated prior to the commencement of testing and assessment based on the aggregate daily rate noted above for the year in which the testing is performed.

Additional costs – the DISTRICT will also be billed for reasonable out-of-pocket travel related costs which may include: mileage, tolls, hotel accommodations and per diem meals for days that require an overnight stay. The mileage rate to be billed will be the federal rate in effect at the time the services are rendered from QUESTAR III’s office to destination. Tolls will be billed based on the EZ Pass schedule or the actual out-of-pocket payment. Original invoices for these out-of-pocket expenses will not be provided as part of the billing to the district.

B. QUESTAR III will provide DISTRICT with quarterly invoices for services. DISTRICT will pay QUESTAR III no later than thirty (30) days from the date of the billing statement.
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* Executive Session start at 6:00 PM

** All Wednesday evenings will be reserved for additional BOE special meeting if necessary
# CODE OF CONDUCT

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I. Introduction

a. The Bethlehem Central Code of Conduct was developed in consultation with teachers, parents, students, administrators and other school/community representatives. It was adopted by the Board of Education with the expectation of full compliance by all students on school property or participating in or attending school functions. For the purpose of this Code of Conduct, "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 the district's elementary and secondary schools or any property owned and operated by the school district, in or on a school bus. "School function" means any school-sponsored extracurricular event or activity, whether on- or off-campus.

b. This Code of Conduct in compliance with the Schools Against Violence (SAVE!) legislation, which took effect on July 1, 2001, for all school districts in New York State. The code includes high standards for student conduct, outlines clear consequences for students who break the rules and serves as a standard for consistency and fairness that protects students' rights while promoting their responsibility.

c. Students at school-sponsored off-campus events shall be governed by all the rules and regulations of the school and are subject to the authority of the school district officials.

d. If you have any questions about the material contained in this document, please contact the building principal or the superintendent of schools. A complete copy of the Bethlehem Central Code of Conduct is available in the main office of each school in the district and on the district's official Web site at http://bcisd.k12.ny.us.

e.

II. Definitions: For purposes of this code, the following definitions apply:

a. "Student" refers to a child enrolled as a K-12 registrant, in any of the Bethlehem Central school district's academic programs.

b. "Parent" means parent, guardian or person in parental relation to a student.

c. "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 any property owned and operated by the school district, or in or on a school bus, as defined in Vehicle and Traffic Law §142.

d. "School function" means any school-sponsored extracurricular event or activity, on the campus or off school grounds.

e. "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, or with the authority of other school district employees.

f. "Violent student" means a student under the age of 21 who:

   i. Commits an act of violence upon a school employee, or attempts to do so.

   ii. Commits an act of violence upon another student or any other person on school property or at the school function, or attempts to do so.

   iii. Possesses, while on school property or at a school function, a weapon.
iv. Displays, while on school property or at a school function, what appears to be a weapon.

v. Threatens, while on school property or at a school function, to use a weapon.

vi. Threatens to bring or use a weapon on school property or at a school function.

vii. Knowingly and intentionally damages or destroys the personal property of any school employee or any person on school property or at a school function.

viii. Knowingly and intentionally damages or destroys school district property.

g. "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, slingshot, 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.

h. "Gender" means actual or perceived sex and shall include a person’s gender, identity or expression.

i. "Gender expression" is the manner in which a person represents or expresses gender to others, often through behavior, clothing, hairstyle, activities, voice or mannerisms.

j. "Gender identity" is one’s self-conception as being male or female, as distinguished from actual biological sex or sex assigned at birth.

k. "Sexual orientation" means actual or perceived heterosexuality, homosexuality or bisexuality.

III. Essential Partners

a. All students are expected to know the policies and regulations of the school district and abide by them.

b. All parents are expected to:
   
i. Recognize that the education of their child(ren) is a joint responsibility of the parents and the school community and collaborate with the district to optimize their child’s educational opportunities.

   ii. Send their children to school ready to participate and learn.

   iii. Ensure their children attend school regularly and on time.

   iv. Ensure absences are excused.

   v. Ensure their children are dressed and groomed in a manner consistent with the student dress code.

   vi. Inform school officials of changes in the home situation that may affect student conduct or performance.

   vii. Help their children understand that rules are required to maintain a safe, orderly environment.

   viii. Know school rules and help their children understand them so that their children can help create a safe, supportive school environment.

   ix. Convey to their children a supportive attitude toward education.

   x. Build positive, constructive relationships with teachers, other parents and their children’s friends.

   xi. Help their children deal effectively with peer pressure.

   xii. Provide a place for study and ensure homework assignments are completed.

c. All district teachers are expected to:
i. 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, expression or sex, which will strengthen students' self-concept and promote confidence to learn.

ii. Be prepared to teach.

iii. Demonstrate interest in teaching and concern for student achievement.

iv. Know school policies and rules, and enforce them in a fair and consistent manner.

v. Maintain confidentiality in conformity with federal and state law.

vi. Communicate to students and parents:

   1. Course objectives and requirements
   2. Marking/grading procedures
   3. Assignment deadlines
   4. Expectations for students
   5. Classroom discipline plan

vii. Communicate regularly with students, parents and other teachers concerning growth and achievement.

viii. Participate in school-wide efforts to provide adequate supervision in all school spaces, in conformity with the Taylor Law.

ix. Address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.

x. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.

d. All district counselors are expected to:

   i. 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, expression or sex.

   ii. Know school policies and rules, and enforce them in a fair and consistent manner.

   iii. Assist students in coping with peer pressure and emerging personal, social and emotional problems.

   iv. Initiate teacher/student/counselor conferences and parent/teacher/student/counselor conferences, as necessary, as a way to resolve problems.

   v. Regularly review with students their educational progress and career plans.

   vi. Maintain confidentiality in accordance with federal and state law.

   vii. Provide information to assist students with career planning.

   viii. Encourage students to benefit from the curriculum and extracurricular programs.

   ix. Make known to students and families the resources in the community that are available to meet their needs.

   x. Participate in school-wide efforts to provide adequate supervision in all school spaces.

   xi. Address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a school function.

   xii. Address personal biases that may prevent equal treatment of all students.

e. All other school personnel are expected to:
i. 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, expression or sex.

ii. Maintain confidentiality in accordance with federal and state law.

iii. Know school policies and rules, and enforce them in a fair and consistent manner.

iv. Be familiar with the Code of Conduct.

v. Help students understand the district’s expectations for maintaining a safe and orderly environment.

vi. Participate in school-wide efforts to provide adequate supervision in all school spaces.

vii. Address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a school function.

viii. Address personal biases that may prevent equal treatment of all students.

f. All district principals/administrators are expected to:
   i. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, gender identity, expression or sex.

   ii. Ensure that students and staff have the opportunity to communicate regularly with the principal/administrators and have access to the principal/administrators for redress of grievances.

   iii. Know school policies and rules, and enforce them in a fair and consistent manner.

   iv. Maintain confidentiality in accordance with federal and state law.

   v. Evaluate on a regular basis all instructional programs to ensure inclusion of civility education in the curriculum.

   vi. Support the development of and student participation in appropriate extracurricular activities.

   vii. Provide support in the development of the Code of Conduct, when called upon. Disseminate the Code of Conduct and anti-harassment policies.

   viii. Be responsible for enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly.

   ix. Participate in school-wide efforts to provide adequate supervision in all school spaces.

   x. Address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a school function.

   xi. Address personal biases that may prevent equal treatment of all students and staff.

g. The Dignity Act coordinator(s) is expected to:
   i. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, gender identity, expression or sex. Know school policies and rules, and enforce them in a fair and consistent manner.

   ii. Oversee and coordinate the work of the district-wide and building-level bullying prevention committee.
iii. Identify curricular resources that support infusing civility in classroom instruction and classroom management; and provide guidance to staff as to how to access and implement those resources.

iv. Be responsible for monitoring and reporting on the effectiveness of the district’s bullying prevention policy.

v. Be responsible for monitoring and reporting on the effectiveness of the district’s bullying prevention policy.

vi. Address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a school function.

vii. Address personal biases that may prevent equal treatment of all students and staff.

h. The superintendent is expected to:

i. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, gender identity, expression or sex.

ii. Inform the Board about educational trends relating to student discipline.

iii. Review with district administrators the policies of the Board of Education and state and federal laws relating to school operations and management.

iv. Know school policies and rules, and enforce them in a fair and consistent manner.

v. Maintain confidentiality in accordance with federal and state law.

vi. Work to create instructional programs that minimize incidence of misconduct and are sensitive to student and teacher needs.

vii. Work with district administrators in enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly.

viii. Participate in school-wide efforts to provide adequate supervision in all school spaces.

ix. Address issues of harassment or any situation that threatens the emotional or physical health of safety of any student, school employee, or any person who is lawfully on school property or at a school function.

x. Address personal biases that may prevent equal treatment of all students and staff.

i. Members of the Board of Education are expected to:

i. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, gender identity, expression or sex.

ii. Maintain confidentiality in accordance with federal and state law.

iii. Develop and recommend a budget that provides programs and activities that support achievement of the goals of the code of conduct.

iv. Collaborate with student, teacher, administrator, 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.

v. 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.

vi. Lead by example by conducting Board meetings in a professional, respectful, courteous manner as well as in accordance with any and all applicable laws and/or New York State Regulations.
vii. Address issues of harassment or 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.

viii. Address personal biases that may prevent equal treatment of all students and staff.

IV. Students' Rights and Responsibilities

The district is committed to safeguarding the rights given to all students under federal and state law and district policy. In addition, to promote a safe, healthy, orderly and supportive school environment, the district has established the following student rights and responsibilities.

a. Student Rights

i. Each student under the age of 21 has the right to take part in all district activities and education regardless of race, weight, color, gender, religion, religious practice, national origin, ethnic group, economic status, sexual orientation or disability and also the responsibility not to interfere with or threaten the education of others.

ii. Bethlehem Central students have the right to access school policies, regulations and rules and, when necessary, receive an explanation of those rules and seek changes in district policies and regulations in an orderly fashion through discussions with the administrative staff.

iii. Bethlehem Central students will be afforded a due process hearing where they will have the right to present their version of relevant events to school personnel and to question and review any witnesses or evidence brought against them by the school administration before imposition of penalty.

iv. Under the Family Educational Rights and Privacy Act (FERPA), parents and students who are over 18 years of age have the right to inspect and review the student's educational records and have the right to request the amendment of the student's education records believed to be inaccurate or misleading. They also have the right to consent to disclosure of personally identifiable information in a student's education record, except to the extent that FERPA authorizes disclosure without consent. More information regarding FERPA rights and procedures is described on the District Web site, in the Board of Education Policy 5500 and in back-to-school mailings. Note: The Board of Education policy books may be reviewed at the District Offices of the Bethlehem Central School District, the Bethlehem Town Library, and online at http://bcsd.k12.ny.us/district_policy_manual.html.

v. As a general rule, information received by teachers and other school officials is not privileged (except for provisions of the Family Educational Rights and Privacy Act of 1974), and may be revealed by the recipient of such knowledge whenever he or she feels that it is appropriate to do so. However, some communications made in connection with drug or alcohol abuse prevention programs may be kept confidential. A student who is concerned about the confidentiality of communications he/she makes to staff members should ask the staff member in advance whether the information could be kept confidential.

b. Student Responsibilities - all district students have the responsibility to:

i. Abide by the policies and regulations of the school district.

ii. Contribute to maintaining a safe, supportive and orderly school environment that is conducive to learning.

iii. Be familiar with and abide by district policies, rules and regulations dealing with student conduct.
iv. Show respect to other persons and to property.
v. Refrain from interfering with or threatening the education or rights of others.
vi. Attend school every day unless they are excused and be in class, on time and prepared to learn.
vii. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
viii. React to direction given by teachers, administrators and other school personnel in a respectful, positive manner.
ix. Ask questions when they do not understand.
x. Seek help in solving problems that might lead to discipline.
xi. Dress appropriately for school and school functions, as defined in the Student Dress Code. (See Section IX of this Code.)
xii. Accept responsibility for their actions.

VIII. Conduct themselves appropriately as representatives of the district when participating in or attending school functions.

V. Prohibited Student Conduct
The Board of Education 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.

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 educating students so they may grow in self-discipline.

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

a. Students may be subject to disciplinary action when they:
i. Engage in conduct that is disorderly. Examples of disorderly conduct include, but are not limited to:
a. Running in hallways.
b. Making unreasonable noise.
c. Using language or gestures that are profane, lewd, vulgar or abusive.
d. Obstructing vehicular or pedestrian traffic.
e. Engaging in any willful act that disrupts the normal operation of the school community.
f. Trespassing. Students are not permitted in any school office or school building, other than the one they regularly attend, without permission from the faculty member in charge.
g. Entering a building/facility after regular hours or using any facility for anything other than its intended purpose.
h. Misusing computer/electronic communications, including any unauthorized use of computers, software or Internet/intranet account; accessing
inappropriate Web sites; or any other violation of the school district's Computer and Internet Acceptable Use Policy (See Policy #4526.2).

i. Engaging in conduct that is insubordinate and/or disruptive to student learning or teacher instruction. Examples of insubordinate and/or disruptive conduct include but are not limited to:
   a. Failing to comply with the reasonable directions of teachers, school administrators or other school employees in charge of students or otherwise demonstrating disrespect.
   b. Arriving late for, missing or leaving school without permission.
   c. Skipping detention.
   d. Inappropriate public sexual contact.
   e. Display or use of personal electronic devices, such as, but not limited to, cell phones, iPods and digital cameras, in a manner that is in violation of district policy. Engage in conduct that is violent or threatening. Examples of violent or threatening conduct include, but are not limited to:
      a. Threatening an act of violence (such as hitting, kicking, punching, spitting, and scratching) against a teacher, administrator, other school employee or against another student or any other person on school property or at a school function, or attempting to do so.
      b. 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.
      c. Possessing a weapon. Authorized law enforcement officials are the only persons permitted to have a weapon in their possession while on school property or at a school function.
      d. Displaying what appears to be a weapon.
      e. Threatening to use any weapon, or any object as a weapon.
      f. Intentionally damaging or destroying the personal property of a student, teacher, administrator, other district employee or any person.
      g. Intentionally damaging or destroying school district property.

b. Engage in any conduct that endangers the safety, morals, physical or mental health or welfare of others. Examples of such conduct include but are not limited to:
   i. Lying to school district personnel.
   ii. Subjecting other students, school personnel or any other person lawfully on school property or attending a school function to danger by recklessly engaging in conduct that creates a substantial risk of physical injury.
   iii. Stealing the property of other students, school personnel or any other person on school property or while attending a school function.
   iv. 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.
   v. Discrimination, which includes the use of race, color, gender, gender identity, gender expression, sex, religion, ethnic group, national origin, economic status, sexual orientation, weight or disability as a basis for treating another in a negative manner.
   vi. Harassment, which includes a sufficiently severe action or persistently pervasive pattern of actions or statements directed at an identifiable individual or group that
are intended to be, or which a reasonable person would perceive as, ridiculing or demeaning. Harassment is also the creation of a hostile environment. (See Policy #0115.)

vii. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.

viii. Bullying, which may be a hostile activity that harms or induces fear through the threat of further aggression and/or creates terror. (See Policy #0115.)

ix. Cyberbullying or cyberthreats (see Policy #5810), and other inappropriate acts using technology.

x. Hazing: this 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. (See Policy #0115.)

xi. Physically detaining or restraining any other person.

xii. Selling, using or possessing obscene material.

xiii. Using vulgar or abusive language, cursing or swearing.

xiv. Smoking a cigarette, cigar, pipe or using chewing or smokeless tobacco.

xv. Possessing, consuming, selling, distributing or exchanging alcoholic beverages or illegal substances or being under the influence of either. “Illegal substances” include, but are not limited to, inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs and any substances commonly referred to as “designer drugs.”

xvi. Inappropriately possessing, consuming, selling, distributing or exchanging prescription and over-the-counter drugs.

xvii. Gambling.

xviii. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner.

xix. Initiating a report warning of fire, bomb threat or other catastrophe without valid cause, misuse of 911 or discharging a fire extinguisher.

c. Harassment

i. General Harassment: severe action or a persistent, pervasive pattern of actions or statements directed at an identifiable individual or group that is intended to be, or that a reasonable person would perceive, as ridiculing or demeaning.

ii. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.

iii. Cyberbullying or cyberthreats (see Policy #5810), and other inappropriate acts using technology.

iv. Hazing (see Policy #0115), 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.

v. Sexual Harassment:

1. Sexual Harassment: a severe action or a persistent, pervasive pattern of actions or statements directed at an identifiable individual or group that is intended to be or that a reasonable person would perceive as ridiculing or demeaning based on gender and sexual orientation.

2. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.

The Board of Education affirms its commitment to non-discrimination and recognizes its responsibility to provide all district students with an environment that is free of sexual harassment
and intimidation. Sexual harassment is a violation of law and stands in direct opposition to the district's philosophy and policies. Therefore, the Board prohibits all forms of sexual harassment by employees and students. Board of Education Policies #0100 and #0110 indicate the procedures for resolving sexual harassment complaints by students.

vi. Racial Harassment

1. Racial Harassment: a severe action or a persistent, pervasive pattern of actions or statements directed at an identifiable individual or group that is intended to be or that a reasonable person would perceive as ridiculing or demeaning based on race and/or ethnicity.

2. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.

The Board of Education recognizes its responsibility to provide all district students with an environment free of racial harassment and intimidation. Racial harassment is a violation of Title VI of the Civil Rights Act of 1964 and stands in direct opposition to the district's philosophy and policy.

3. Therefore, the Board prohibits all forms of racial harassment by employees and students. Board of Education Policy indicates the procedures for resolving racial harassment complaints by students.

d. Engage in misconduct while on a school bus. Students are required to conduct themselves on the bus in a manner consistent with establishing standards for classroom behavior.

e. Engaging in any form of academic misconduct.

f. Engaging in off-campus misconduct that interferes with, or can reasonably be expected to substantially disrupt, the education process in the school or at a school function. Examples of such misconduct include, but are not limited to:

   i. Cyberbullying (i.e., inflicting willful and repeated harm through the use of electronic text)

   ii. Threatening or harassing students or school personnel over the phone or other electronic medium.

VI. Academic Integrity

a. Definitions:

   i. Academic integrity governs the way in which a student writes, performs research, and fulfills the responsibilities of learning in a positive and constructive manner at Bethlehem Central. It is founded on the principles of respect for knowledge, truth, scholarship and acting with honesty. These principles and values are the foundation of learning. The purpose of this section of the Code of Conduct is to outline the school district’s expectations regarding academic integrity.

   ii. Academic dishonesty/misconduct includes but is not limited to: cheating, fabrication, plagiarism, altering records, copying, and facilitating dishonesty. Appropriate sanctions may be imposed on any student who has committed an act of academic dishonesty.

      1. Academic dishonesty is the attempt to secure unfair advantage for oneself or another in any academic exercise.

      2. The following is an extensive, though not exhaustive, list of actions that are considered to be academically dishonest.

      iii. Cheating is the use or attempted use of deception, fraud and/or misrepresentation of one’s academic work. This includes, but is not limited to:
1. copying answers from another student;
2. using books, notes, conversations with others;
3. calculators, cell phones and other electronic devices or any other type of external assistance during an examination or other academic exercise without the permission of the instructor;
4. collaborating with others on homework, lab reports, computer programs, or other academic assignments without the permission of the instructor;
5. obtaining the answers to or a copy of an examination prior to its administration.

iv. Fabrication is the falsification or invention of any information or citation in any academic exercise. This includes, but is not limited to:
   1. using “invented” information in any laboratory experiment or other academic exercise of research without permission of the teacher;
   2. altering and resubmitting returned academic work without permission of the teacher;
   3. misrepresenting the actual source from which information is cited (such as citing a quote from a book review as though it came from the original work).

v. Plagiarism is the representation of the words or ideas of another as one’s own work in any academic exercise. This includes, but is not limited to:
   1. failing to properly identify direct quotations by quotation marks or appropriate indentation and formal citation;
   2. failing to acknowledge and properly cite paraphrasing or summarizing material from another source;
   3. failing to acknowledge and properly cite information obtained from the Internet or other electronic media as well as other sources;
   4. submitting term papers written by another, including those obtained from commercial term paper companies or the Internet;

vi. Facilitating dishonesty is knowingly helping or attempting to help another commit any act of academic dishonesty. This includes, but is not limited to:
   1. substituting for another person in an examination;
   2. allowing another to copy one’s work in an examination or other academic exercise.

vii. Other prohibited actions:
   1. submitting all or substantial portions of the same work to fulfill the requirements for more than one course without the prior permission of the instructor(s);
   2. self-plagiarism, forging or otherwise altering grades, transcripts, course withdrawal forms, or other academic document;
   3. illegally accessing a computer drive, network folder, etc.;
   4. stealing or destroying the academic work of another, such as a computer disk, external storage drive, term paper or notebook.

b. Consequences and Sanction for Violations of Academic Integrity
   i. A student implicated in any of the above will be given a grade of zero on the assignment. A school administrator will notify the parents, and the student will be placed on formal academic probation for the remainder of his/her school career.
A second incident of cheating will result in a note being placed in the student’s academic file.

ii. If teachers or staff members observe any form of cheating for any reason during a quiz, test or exam, they will immediately pick up the test. No student may leave the examination room prior to the stated exam release time. Violation of these or any other testing procedures or rules announced by the proctor at the start of the examination will result in a grade of zero on the exam. Appeals must be made through the school principal.

VII. Standards for Student Conduct

a. Attendance

i. Regular attendance and punctuality are expected of students from the first day of school. Children should understand that regular school attendance is essential to their educational development and well-being. With some exceptions, every child enrolled in school is expected to be present. State law specifies that certain legal absences are permitted, of which personal illness is most common.

ii. Absences, tardiness and early departures (ATED) from class or school are excused if they are due to personal illness, illness or death in the family; impassable roads or weather; religious observance; quarantine; or medical appointments. All other ATEDs are considered unexcused absences.

iii. All ATEDs must be accounted for. It is the parent’s responsibility to notify the school office on the day of the ATED and to provide a written excuse upon the student’s return to school.

iv. Upon returning to school after an absence, each student must present to his/her homeroom teacher a written excuse that includes the date of excuse or dates of absence, reason for absence and parent signature. The school must have this information in order to comply with legal requirements. Please do not write one excuse to cover more than one child.

v. Unexcused ATEDs will result in disciplinary action consistent with the Code of Conduct. Students may also be denied the privilege of participating in or attending extracurricular events. In addition, the building principal or designee will contact the student’s parents and the student’s school counselor. The building principal shall remind parents of the attendance policy, explain the ramifications of unexcused ATEDs, stress the importance of class attendance and discuss appropriate intervention strategies to correct the situation.

vi. In grades 6-12, students may lose the opportunity to take further exams and quizzes in a course if the total number of excused and unexcused absences in that course exceeds 30, for a full-year course, and 15, for a semester course.

b. Student Inquiry and Expression

i. Students are entitled to express their personal opinions verbally or in writing or by symbolic speech. The expression of such opinions, however, shall not interfere with the freedom of others to express themselves. Libel, slander, the use of obscenity and comments that disparage an individual’s race, color, weight, gender, religion, ethnic origin, economic status, sexual orientation or disability are prohibited.

ii. All persons are prohibited from distributing any printed or written materials on school property or in the immediate vicinity without the prior permission of the building principal. To obtain such permission, the person wishing to distribute the
material shall provide a copy to the building principal with a written request that the building principal give permission for its distribution. This written request shall contain a brief statement of when, where and how the material is to be distributed.

iii. Student publications, whether or not they are officially recognized, should observe the normal rules of responsible journalism and must comply with Paragraph 1 above. Within these limits, students are free to report the news and to editorialize. Student publications should reflect the policy and judgment of the student editors. The district has no responsibility to assist in the production of student publications, other than those that have been officially recognized. Students may be held responsible for libelous or obscene materials contained in student publications. Student publications may be distributed only after permission is granted pursuant to Paragraph 2 above.

c. Search and Seizure

i. Student lockers and desks are purchased and maintained by the school district and remain the property of the school district. However, the school district is not responsible for books, clothing or valuables left in lockers or in desks. A student shall not place, keep or maintain in a school-owned locker or desk any article or material of a non-school nature that may cause or tend to cause the disruption of the lawful mission of the school.

ii. The following rules shall apply to the search of any student, student property or school property and the seizure of any illegal items found therein.

1. School district officials have the right and responsibility to search student lockers and/or desks at any time.

2. In addition, the Board authorizes the superintendent, building principals and their designees to conduct searches of students, their belongings and their automobiles that are parked on the school campus 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 Code of Conduct.

3. Items that are prohibited on school property or are used to disrupt or interfere with the educational process may be removed from student lockers, desks and/or automobile or other personal property by school authorities.

4. School 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:
   a. A search or arrest warrant; or
   b. Probable cause to believe a crime has been committed on school property or at a school function; or
   c. Been invited by school district officials.

5. The principal or designee will 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.

VIII. Computer and Internet Acceptable Use
a. Bethlehem Central School District provides students with access to district computers and to the Internet. Students’ use of computers and access to the Internet while at school are privileges and are intended to be for educational purposes only.
b. All parents and students are required to review and sign the Bethlehem Central School District’s Computer and Internet Acceptable Use Agreement. By signing the agreement, parents and students agree to comply with the regulations set forth therein.
c. Failure to comply with the regulations may result in disciplinary action.
d. The agreement is for educational use, and the school district’s regulations are not necessarily all-inclusive due to this rapidly changing field. Please refer to a copy of the Computer and Internet Acceptable Use Agreement, which can be obtained at any school main office, for details contained therein.

IX. Student Dress Code
a. All students are expected to give proper attention to personal cleanliness and to dress appropriately for school and school functions. Students and their parents have the primary responsibility for acceptable student dress and appearance.
b. 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.
c. A student’s dress, grooming and appearance, including hair, jewelry, make-up and nails, shall:
   i. Be safe and appropriate and not disrupt or interfere with the educational process.
   ii. Not include extremely brief, revealing or see-through garments or garments that expose undergarments and/or midriffs, including spaghetti string straps, halter-tops, etc.
   iii. Not include pajama pants, or other sleep attire.
   iv. Include footwear at all times. Footwear that is a safety hazard will not be allowed.
   v. Not include the wearing of hats/headgear inside the school during the school day except for a medical or religious purpose, or for approved activities.
   vi. Not include items that are vulgar, obscene or libelous or that denigrate others on account of race, color, weight, gender, religion, ethnic origin, sexual orientation or disability in an expressed or implied manner.
   vii. Not promote or endorse the use of alcohol, tobacco or illegal drugs or encourage other illegal or violent activities.
   viii. Not denote or represent gang affiliation such as bandanas, beads, jewelry or other indicators and/or symbols intended expressly so.
d. 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.
e. Any student who refuses to do so shall be subject to discipline, up to and including in-school suspension for the day.
f. Any student who repeatedly fails to comply with the dress code shall be subject to further discipline, up to and including suspension.
g. Each building principal or designee shall be responsible for informing all teachers, students and their parents of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year.

X. Prohibition of Gangs, Gang Activity and Fraternities/Sororities
   a. No student shall commit any act that furthers exclusionary groups such as fraternities/sororities, gangs or gang-related activities. Conduct prohibited by this policy includes:
      i. Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, emblems, badges, or symbols, signs or other items that may be evidence of membership or affiliation in any gang or fraternity.
      ii. Communicating either verbally or non-verbally (gestures, slogans, drawing, etc.) to convey membership or affiliation in a gang or fraternity.
      iii. Tagging, otherwise defacing school property with fraternity, gang, or gang-related symbols or slogans.
      iv. Requiring payment of protection, insurance, or otherwise intimidating or threatening any person related to gang activity.
      v. Inciting other students to intimidate or to act with physical violence upon other person related to fraternity or gang activity.
      vi. Soliciting others to fraternity or gang membership.
      vii. Committing any other illegal act or other violation of school policies that relates to fraternity or gang activity.

XI. Transportation Code
   a. The safety of all students is our primary concern. All school buses are “school property” and are subject to all rules set forth in the Bethlehem Central Code of Conduct. Each student has an individual responsibility to help ensure the safety of all students on the bus by following the rules. Coming to school, going home and riding buses for extracurricular events or field trips, a student is expected to listen to and obey all instructions from transportation personnel.
   b. Examples of bus misconduct include but are not limited to:
      i. Roughhousing at a bus stop.
      ii. Bringing prohibited items onto a school bus. Prohibited items include, but are not limited to, skateboards, animals, flammable materials of any kind, medications that contain controlled substances and weapons of any kind.
      iii. Making threatening gestures and/or comments.
      iv. Disregarding the instructions of the bus driver.
      v. Swearing or using inappropriate language.
      vi. Eating, drinking or smoking on a school bus.
      vii. Damaging or vandalizing any part of a school bus.
      viii. Fighting, pushing or shoving.
      ix. Standing while the bus is moving.
      x. Failing to keep head, hands and feet inside the bus at all times.
      xi. Use of flash photography

XII. Athletic Policies and Training Rules
   a. Participation in interscholastic athletics at Bethlehem Central is a privilege. This participation should elicit great pride among all school community members. Part of the
responsibility that goes with the participation in school sports is the need to maintain satisfactory standards of behavior.

b. Each student-athlete receives an Interscholastic Athletic Handbook, which clearly defines the standards for student athlete behavior. It is the responsibility of each student athlete and his/her parent(s) to be familiar with the contents of this handbook.

c. Before a student is permitted to participate on an athletic team, both the student and parent must sign an Interscholastic Athletics Participation form and return it to either the athletic director or the school nurse. The signatures of both the student athlete and the parent indicate that each agrees to respect and abide by these rules and behavior expectations in order to participate in interscholastic athletics at Bethlehem Central. This form is included in the handbook and may be obtained from a coach or the athletic director.

d. Student athletes will be disciplined by school district administrators for infractions using the guidelines set forth in the Interscholastic Athletic Handbook and this Code of Conduct.

XIII. Parking

a. High School students with a valid driver’s license may be eligible to drive to school and park on school grounds in the parking area designated for students. All student vehicles parking on campus must be registered with the school and must display a current BCHS permit sticker. Students are expected to have a valid driver’s license, not a driver’s permit, on the day of registration.

b. Students should be aware that student parking is a privilege, not a right, and requires adherence to school regulations. Students who continuously violate school policies and/or parking regulations may forfeit future parking privileges. Students who use the parking area without authorization may have their car towed at the owner’s expense.

c. Furthermore, seniors are to be in good standing academically and behaviorally the fourth quarter of their junior year to be eligible for this privilege. Students with three disciplinary referrals in the fourth quarter of their junior year will be ineligible for parking privileges in the fall.

d. Upon payment of a non-refundable fee, an eligible senior driver is guaranteed one parking spot for the school year.

e. Any remaining parking spots may be assigned to juniors via a lottery system each quarter.

f. Juniors must also be in good academic and behavioral standing to be eligible. Upon payment of a non-refundable fee, selected juniors are guaranteed one parking spot for the quarter. Juniors must turn in their parking tags at the end of each quarter. A new lottery will be held every quarter.

g. The school is not responsible for damage to personal vehicles. Safe driving techniques, including reduced speed, are in effect at all times particularly in the vicinity of pedestrians and school buses.

h. Students must use the proper entrance and exit to all school parking lots.

XIV. Extracurricular and Clubs

a. Student organizations cannot restrict membership on the basis of race, color, weight, gender, religion, ethnic origin, economic status, sexual orientation or disability.

b. Students may not be denied participation in any activity for any reason other than those established by state, county or school eligibility requirements and those requirements legitimately related to the purpose of the activity.
c. The school district requires student organizations to register with the school in order to obtain available school funds and the use of school facilities.
d. All student meetings in the school buildings or on school grounds may function only as part of the formal education process or as authorized by the building principal.
e. No student group may meet without the direct supervision of a school district employee.
f. Student organizations have the responsibility to make clear to the public that their programs do not necessarily reflect the view of the institution as a whole. Use of the school or district name when participating in a public demonstration is improper unless the building principal or his/her designee has granted permission.
g. Student organizations also have the responsibility to recognize that persons who disagree with their view and programs have the right to choose for themselves whether to listen to the groups' points of view and must not be coerced or harassed into doing so.

XV. Dance Guidelines
a. It is the expectation of the school district that all students will behave in an appropriate manner at all school events, as outlined in this Code of Conduct. The participation of students at school dances is also governed by the rules and regulations of this code.
b. In order to attend school dances, students must be in good standing behaviorally.
c. Students attending High School dances must be enrolled in grades 9 through 12 at Bethlehem Central High School. Guests attending High School dances can be no older than 19 years of age and must be approved in advance by the building principal.
d. Students attending Middle School dances must be enrolled in grades 6 through 8 at Bethlehem Central Middle School. Guests are not permitted at Middle School dances.
e. Students and guests under the influence of alcohol or drugs will be subject to the penalties of the school district as outlined in this Code of Student Conduct. Guests of students under the influence of alcohol or drugs will be required to leave. (Note: the Code of Conduct does not apply to non-students.)
f. Chaperones may use passive alcohol sensors prior to and/or during the dances to more accurately determine whether or not a student has consumed alcohol. The passive alcohol sensor is a screening device and is not a Breathalyzer. This device will be used to check all students when they enter the dance and periodically during the event.
g. If it is determined that the student has been drinking, parents will be called and disciplinary consequences will follow in accordance with the District Code of Conduct.

XVI. Procedures for Addressing Student Misconduct and Violations of the Code of Conduct
a. 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.
b. In determining the appropriate disciplinary action, school personnel authorized to impose disciplinary penalties will consider the following:
   i. The student's age.
   ii. The nature of the offense and the circumstances that led to the offense.
   iii. The student's prior disciplinary record.
   iv. The appropriateness of other forms of discipline.
   v. Information from parents, teachers, staff and/or others, as appropriate.
   vi. Other extenuating circumstances.
c. As a general rule, discipline will be progressive, meaning that a student's first violation will usually merit a lighter penalty than subsequent violations. However, school
personnel may impose a more severe penalty for a first violation depending on the specific facts and circumstances of the incident.

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

e. The building principal or designee will consult with the appropriate local law enforcement agency regarding violations that constitute a crime. Notification may be made by telephone, followed by a letter mailed on the same day as the telephone call is made. The notification must identify the student and explain the conduct that violated the Code of Conduct and constituted a crime.

f. If the conduct of a student is related to a disability or suspected disability, the students shall be referred to the Committee on Special Education, when required by law. Discipline, if warranted, shall be administered consistent with the separate requirements of this Code of Conduct 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, except to the extent permitted by law.

g. Reporting Violations

   i. All students are expected to promptly report violations of the Code of Conduct to any staff member or administrator.

   ii. Any student observing another student possessing a weapon, alcohol or illegal substance on school property or at a school function shall report this information immediately to any staff member or administrator.

   iii. All school district personnel who are authorized to impose disciplinary sanctions are expected to do so in a prompt, fair and lawful manner. School district personnel who are not authorized to impose disciplinary sanctions are expected to promptly report violations of the Code of Conduct 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.

h. Removal of a Disruptive Student from the Classroom

   i. 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 or her composure and self-control in an alternative setting.

   ii. Timehonored classroom management practices may include, but are not limited to:

       1. Short-term “time-out” in an elementary classroom or in a school administrator’s office;
       2. Sending a student into the hallway briefly;
       3. Sending a student to the building principal’s office for the remainder of the class time only;
       4. Sending a student to a school counselor or other district staff member for counseling.
iii. Note: If a time frame in this section would expire on a day that is not a school day, the time period will be extended to the corresponding time on the next school day.

iv. On occasion, a student’s behavior may become disruptive. For purposes of this Code of Conduct, 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.

v. 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.

vi. A removal of a student from class at the secondary level will be for up to three days. The removal from class applies to the class of the removing teacher only. A removal at the elementary level will be for up to two days. The removal from class applies to the specific instructional setting of the removing teacher only.

vii. 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 or her version of the relevant events before the student is removed. Only after the informal discussion may a teacher remove a student from class.

viii. 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 or her version of the relevant events within 24 hours. (If the 24-hour period does not end on a school day, the time period will be extended to the corresponding time on the next school day.)

ix. The teacher must complete a disciplinary removal form and meet with the building principal or 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 building 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.

x. Within 24 hours after the student’s removal, the building principal or designee must notify the student’s parents, in writing, that the student has been removed from the class and why. The notice must also inform the parent that he or she and the student have the right, upon request, to meet informally with the principal or designee to discuss the reasons for the removal. (If the 24-hour period does not end on a school day, the time period will be extended to the corresponding time on the next school day.)

xi. The written notice must be provided by personal delivery, express mail delivery or some other means that is reasonably calculated to ensure receipt of the notice at the last known address for the parents within 24 hours of the student’s removal. 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 parents. (If the 24-hour period does not end on a school day, the time period will be extended to the corresponding time on the next school day.)
xii. The informal meeting, if requested by the parents/guardians, 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 and building principal. The building principal will require the teacher who ordered the removal to attend the informal conference. If at the informal meeting the student denies the charges, the building principal or the assistant principal must explain why the student was removed and give the student and the student's parents a chance to present the student's version of relevant events.

xiii. The building principal or the assistant principal, if designated by the building principal, may overturn the removal of the student from class if the building principal finds any of the following:

1. The charges against the student are not supported by substantial evidence.
2. The student's removal is otherwise in violation of law, including the Code of Conduct.

xiv. The conduct warrants suspension from school pursuant to Education Law Section 3214 and a suspension will be imposed.

xv. The building principal or 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 building principal makes a final determination or the period of removal expires, whichever is less.

xvi. 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.

xvii. Each teacher must keep a complete log (on a district-established form) for all cases of removal of students from his or her class. The building principal must keep a log of all removals of students from class.

xviii. 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 or her class until he or she has verified with the building principal that the removal will not violate the student's rights under state or federal law or regulation.

XVII. Consequences and Sanctions

a. Level I: Any misbehavior that represents an infraction of the established procedures that regulate the operation of the school and its educational process is considered a Level I infraction.

i. Examples of Level I Infractions

1. Dress code violations;
2. Failure to complete homework/coursework;
3. Unprepared for physical education;
4. Inappropriate behavior in school, including on the bus and during lunch, recess, school assemblies, and other school-sponsored events or activities;
5. Swearing/inappropriate language;
6. Use of unapproved electronic devices (those with no educational purpose) such as radios, CD players, mp3 players, cell phones, video games, pagers or laser pointers;
7. Buying/selling items without prior approval of school district official;
8. Abuse of student privileges;
9. Minor class disruptions;
10. Failure of student leader (such as not limited to safety patrol, student government representative, athletic team leaders, class officer) to exemplify positive student behavior;
11. Tardiness;
12. Class cutting/leaving class without permission;
13. Unexcused absence/truancy;
14. Cheating/plagiarism;
15. Insubordination.

ii. Level I Consequences: Building principal or designee may choose one or more of the following consequences and are not limited from using more severe consequences.

1. Loss of privileges (such as, but not limited to, parking, participation in student activities and events);
2. Counseling;
3. Detention;
4. Parent contact/conference;
5. Verbal reprimand;
6. Confiscation of electronic devices;
7. Removal, replacement or covering of item that violates dress code;
8. Loss of student leadership position;
9. Internal School Suspension
10. Restricted Study Hall.

b. Level II: Any misbehavior whose frequency and/or seriousness disrupts the educational process or poses a threat to the health and safety of others is considered a Level II infraction. These infractions may be reported to the NYS Education Department as violent and disruptive incidents.

i. Examples of Level II Infractions

1. Recurring or serious Level I infractions;
2. Harassing/bullying/cyberbullying and cyberthreats/menacing;
3. Physically aggressive behavior;
4. Cutting detention;
5. Physical altercation;
6. Inappropriate use of computer or Internet access;
7. Vandalism totaling less than $100;
8. Possession, use, sale or distribution of tobacco products or alcohol;

ii. Level II Consequences: Building principal or designee may choose one or more of the following consequences and are not limited from using more severe consequences.

1. Continuation of Level I consequences;
2. In-school suspension;
3. Suspension from recess;
4. Suspension from lunch;
5. Removal from class;
6. Off-Campus Intervention Program;
7. External suspension;
8. Suspension from transportation;
9. Loss of computer or Internet privileges;
10. Restitution;
11. Principal’s hearing;
12. Filing of a Person in Need of Supervision (PINS) Petition.

c. Level III: Any misbehavior that poses an immediate threat to the health and safety of self or others in school and may require police intervention is considered a Level III infraction. These infractions are reported to the NYS Education Department as violent and disruptive incidents.
   i. Examples of Level III Infractions
      1. Recurring or serious Level I or II infractions;
      2. Assault resulting in physical injury/serious physical injury;
      3. Vandalism totaling more than $100;
      4. Possession, use or threatened use of a weapon;
      5. Possession, use, sale or distribution of illegal drugs or unauthorized prescription drugs;
      6. Burglary;
      7. Arson;
      8. Bomb threat/false fire alarm/false 911 call;
      9. Homicide;
     10. Sexual offenses (forcible and other);
     11. Robbery;
     12. Kidnapping;
     13. Reckless endangerment;
     14. Larceny;
     15. Rioting;
     16. Possession of fireworks;
     17. Extortion;
     18. Hazing;
     19. Trespassing.

   ii. Level III Consequence: Building principal or designee may choose one or more of the following consequences and are not limited from using more severe consequences.
      1. Continuation of Level I or II consequences;
      2. External suspension;
      3. Superintendent’s hearing;
      4. Exclusion from school.

d. Guidelines for Student Suspensions
   i. The Board of Education of the Bethlehem Central School District retains the authority to suspend students but places primary responsibility for the suspension of students with the Superintendent and the building Principals.

   ii. The Superintendent, Principals, or their designees are assigned responsibility to following the procedures appropriate for student suspension as follows:
1. Keep careful records of all violations of school regulations. This should include names, dates, circumstances, investigation and disposition.

2. Utilize support personnel to find ways of helping the student and/or parents/person(s) in parental relation to solve the problem (teachers, guidance, psychologists, social worker, attendance officer, etc.).

3. Utilize school and community agencies that might prove helpful.

4. Record all attempts to deal with problems, including conferences with parents/person(s) in parental relation, teacher observations, record of referrals to other personnel and agencies and their reports.

5. When the building principal has exhausted all available alternatives and resources and feels that the student's continued presence in school would constitute a threat or danger to himself/herself or other students or that the student is "violent and/or disruptive" as defined in accordance with law and Commissioner's Regulations, the matter should also be referred to the superintendent of schools.

6. Teachers are required to immediately report and refer violent students to the building principal or superintendent for a violation of the Code of Conduct and a minimum suspension period pursuant to Education Law Section 2801. However, the suspending authority may reduce such period on a case-by-case basis to be consistent with any other state and federal law.

7. A "disruptive student" is defined in Education Law as an elementary or secondary student under 21 years of age who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom.

8. As further enumerated in the Commissioner's Regulations, "repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom" shall mean engaging in conduct that results in the removal of the student from the classroom by the teacher(s) pursuant to Education Law and the provisions set forth in the Code of Conduct on four (4) or more occasions during a semester, or three (3) or more occasions during a trimester, as applicable.

9. Pursuant to the Code of Conduct, a minimum suspension period shall be established for students who repeatedly are substantially disruptive of the educational process or substantially interfere with the teacher's authority over the classroom. However, the suspending authority may reduce such period on a case-by-case basis to be consistent with any other state and federal law.

10. When a student is removed from class by a teacher or has been suspended and is of compulsory attendance age, immediate steps shall be taken to provide alternative instruction that is of an equivalent nature to that provided in the student's regularly scheduled classes. "Immediate" does not mean instantaneously, but it does mean that the school administrator should act promptly, with due regard for the nature and circumstances of the particular case.
   a. Suspension: Five School Days or Less
i. Students who bring a weapon to school. Any student found guilty of bringing a weapon onto school property will be subject to suspension from school for at least one calendar year.

ii. Before being suspended, the student will have an opportunity for a hearing pursuant to Education Law §3214.

iii. The superintendent has the authority to modify the penalty. The superintendent may consider the following:
   1. The student’s age;
   2. The student’s grade in school;
   3. The student’s prior disciplinary record;
   4. The superintendent’s belief that other forms of discipline may be more effective;
   5. Input from parents, teachers and/or others;
   6. Other extenuating circumstances.

11. Students who commit violent acts other than bringing a weapon to school.

12. Any student who is found to have committed a violent act, other than bringing a weapon onto school property, shall be subject to suspension from school for at least five days. If the proposed penalty is the minimum five-day suspension, the student and the student’s parents will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension.

13. If the proposed penalty exceeds the minimum five-day suspension, the student and the student’s parents will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension.

14. 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.

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

16. Any student 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 three days.

For purposes of this code of conduct, “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.

17. The student and the student’s parent will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension.
   a. If the proposed penalty exceeds the minimum five-day suspension, the student and the student’s parent will be given the
same notice and opportunity for an informal conference given to all students and subject to a long-term suspension.

b. The superintendent has the authority to modify the minimum 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.

18. When a student may be suspended from school for a period of five (5) school days or less, the suspending authority shall immediately provide the student with notice of the charged misconduct. If the student denies the misconduct, the suspending authority shall provide an explanation of the basis for the proposed suspension.

a. Administration shall also immediately notify the legal guardians in writing that the student may be suspended from school.

b. Written notice shall be provided by personal delivery, express mail delivery, or equivalent means reasonably calculated to assure receipt of such notice within 24 hours of the decision to propose suspension at the last known address of addresses of the parents/persons in parental relation.

c. Where possible, notification shall also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents/or legal guardians.

d. Such notice shall provide a description of the charges for which suspension is proposed and shall inform the student and the parent/legal guardian of their right to request an immediate informal conference with the building principal that will include the right of the student to confront complaining witness(es) in accordance with the provisions of Education Law §3214(3)(b).

e. Both the notice and the informal conference shall be in the dominant language or mode of communication used by the parent/legal guardian. 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.

f. If the student’s presence does pose such a danger or threat of disruption, the notice and opportunity for an informal hearing shall take place as soon after the suspension as is reasonably practicable.

g. After the hearing, the principal shall advise the parents 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 preventing them from doing so.

h. The superintendent shall issue a written decision regarding the appeal within 10 business days of receiving the appeal. If the parents are not satisfied with the superintendent’s decision, they must file a written appeal to the Board of Education via 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.

i. Only the final decision of the Board may be appealed to the NYS Commissioner of Education within 30 days of the decision. Written appeals must be addressed/delivered to:

President, Board of Education
Bethlehem Central School District
District Offices
700 Delaware Avenue
Delmar, New York 12054

iii. Suspension: More than five school days

1. When the superintendent 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 parents 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 or her behalf.

2. The superintendent shall personally hear and determine the proceeding or may, in his or 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.

3. A record of the hearing shall be maintained, but no stenographic transcript shall be required. An audio recording shall be deemed a satisfactory record.

4. 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.

5. An appeal of the decision of the superintendent may be made to the Board of Education, which 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 parents can show that extraordinary circumstances precluded them from doing so. The Board may adopt, in whole or part, the decision of the superintendent. Final decisions of the Board may be appealed to the NYS Education Commissioner within 30 days of the decision.

6. Where the basis for a suspension is, in whole or in part, the possession on school grounds or school property by the student of any firearm, rifle, shotgun, dagger, dangerous knife, dirk, razor, stiletto, or any of the weapons, instruments or appliances specified in Penal Law §265.01, the hearing officer or the superintendent shall not be barred from considering the admissibility of such weapon, instrument or appliance as evidence, notwithstanding a determination by a court in a criminal or juvenile delinquency proceeding that the recovery of such weapon, instrument or appliance was the result of an unlawful search or seizure.
7. A record of the hearing shall be maintained, but no stenographic transcript shall be required and an audio recording shall be deemed a satisfactory record. When a student has been suspended and is of compulsory attendance age, immediate steps shall be taken to provide alternative instruction that is of an equivalent nature to that provided in the student’s regularly scheduled classes. Although the alternative instruction need not match in every respect the instructional program previously offered to the student, it must be adequate enough so that the student may complete his/her course work.

8. In the case of a potential long-term suspension and/or disciplinary change in educational placement of a student classified as having a disability or a student presumed to have a disability for discipline purposes as defined pursuant to law and regulation, a referral to the District Committee on Special Education will be made to determine if the behavior giving rise to the suspension is directly related to the disability. Suspension and/or disciplinary change in educational placement of students with disabilities and students presumed to have a disability for discipline purposes shall be in accordance with federal and state law and due process requirements.

iv. Referral to Juvenile Justice System

1. 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 that makes the student ungovernable, or habitually disobedient and beyond the lawful control of the school.
   c. Knowingly and unlawfully possesses controlled substances in violation of penal Law §221.05. A single violation of §221.05 will be a sufficient basis for filing a PINS petition.
   d. 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:
      i. Any student under the age of 16 who is found to have brought a weapon to school; or
      ii. Any student 14 or 15 years old who qualifies for juvenile offender status under the Criminal Procedure Law §1.20 (42).
      iii. The superintendent is required to refer students age 16 and older or any student 14 or 15 years old who qualify for juvenile offender status to the appropriate law enforcement authorities.

XVIII. Discipline of Students with Disabilities

a. The Board recognizes that it may be necessary to suspend, remove or otherwise discipline students with disabilities to address disruptive or problem behavior.
b. The Board also recognizes that for students with disabilities there are prescribed procedures whenever school authorities intend to impose discipline upon them.

c. The Board is committed to ensuring that the procedures followed for suspending, removing or otherwise disciplining students with disabilities are consistent with §3214 of the Education Law and Part 201 of the Regulations of the Commissioner of Education.

d. While the school has the authority to suspend or remove a child for violating the school’s Code of Conduct, the parent and child have certain rights throughout the process.

XIX. Prohibition of Corporal Punishment

No teacher, administrator, officer, employee or agent of a school district in this state, shall use corporal punishment against a student. As used in this section, corporal punishment means any act of physical force upon a student for the purpose of punishing that student, except as otherwise provided in the next subsection. In situations in which alternative procedures and methods not involving the use of physical force cannot reasonably be employed, nothing contained in this section shall be construed to prohibit the use of reasonable physical force for the following purposes:

a. to protect oneself from physical injury;

b. to protect another student or teacher or any person from physical injury;

c. to protect the property of the school or others; or

d. to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of school district functions, powers and duties, if that student has refused to comply with a request to refrain from further disruptive acts.

XX. Visitors to the Schools

a. The building principal or 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:

i. Anyone who is not a regular staff member or student of the school is considered a visitor.

ii. All visitors to the school during the school day must report to the school’s visitor sign-in desk or the main office upon arrival at the school. 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 main office before leaving the building.

iii. Visitors attending school functions that are open to the public, such as parent-teacher organization meetings or public gatherings are not required to register.

iv. Visitors are not to interfere with classroom instruction.

v. Any unauthorized person on school property will be reported to the building principal or designee. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.

vi. All visitors are expected to abide by the rules for public conduct on school property contained in this code of conduct.

XXI. 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 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 be properly attired for the purpose they are on school property.

Prohibited Conduct

a. No person, either alone or with others, shall:
   i. Intentionally injure any person or threaten to do so.
   ii. 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.
   iii. Disrupt the orderly conduct of classes, school programs or other school activities.
   iv. 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.
   v. Intimidate, harass or discriminate against any person on the basis of actual or perceived race, creed, color, weight, national origin, ethnic group, religion, religious practice, disability, sex, sexual orientation, or gender (including gender identity and expression).
   vi. Enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed.
   vii. Obstruct the free movement of any person in any place to which this Code applies.
   viii. Violate the traffic laws, parking regulations or other restrictions on vehicles.
   ix. 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.
   x. 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.
   xi. Loiter on or about school property.
   xii. Gamble on school property or at school functions.
   xiii. Refuse to comply with any reasonable order of identifiable school district officials performing their duties.
   xiv. Willfully incite others to commit any of the acts prohibited by this Code.
   xv. Violate any federal or state statute, local ordinance or Board policy while on school property or while 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.
ii. Students. They shall be subject to disciplinary action as the facts may warrant, in accordance with the due process requirements.

iii. 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.

iv. 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.

v. 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

i. The purpose of this Code of Conduct is to maintain public order and prevent abuse of the rights of others. The principal or his/her designee will be responsible for enforcing the conduct required by this Code.

ii. All persons on school property or attending a school function shall conduct themselves in a respectful and orderly manner.

iii. In addition, all persons on school property or attending a school function are expected to be properly attired for the purpose they are on school property. When the building principal or designee sees an individual engaged in disruptive or disorderly conduct, which in his or her judgment does not pose any immediate threat of injury to persons or property, the building principal or designee shall tell the individual that the conduct is prohibited and attempt to persuade the individual to stop.

iv. The principal or 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 principal or 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.

v. If the person's conduct poses an immediate threat of injury to persons or property, the building principal or designee shall have the individual removed immediately from school property or the school function.

vi. If necessary, local law enforcement authorities will be contacted to assist in removing the person.

vii. The district shall initiate disciplinary action against any student or staff member, as appropriate, who violates the Code of Conduct.

viii. In addition, the district reserves its right to pursue a civil or criminal legal action against any person violating the Code of Conduct.

XXII. Dissemination and Review

a. The Board of Education will ensure that the community, faculty, students, staff and parents are aware of the Code of Conduct.

i. Copies of an age-appropriate, written in plain language, summary of the Code of Conduct are to be provided to all students at the beginning of each school year.

ii. Providing a plain language summary to all parents at the beginning of the school year and thereafter on request.
iii. Posting the complete Code of Conduct on the district's Website.

iv. Provide all teachers and staff with a copy of the Code of Conduct after its adoption and any revisions.

v. Provide all new employees with a copy of the Code of Conduct when first hired.

vi. Further, the Board of Education will require review, provide in-service training of faculty and staff and communicate to constituents about the Code of Conduct.

vii. Review the Code of Conduct annually.

viii. Sponsor an in-service education program for all faculty and staff members to ensure the implementation of the Code of Conduct.

ix. Hold at least one public hearing before approving an updated or revised Code of Conduct and;

x. File the Code of Conduct and any amendments to it with the Commissioner of Education within 30 days of adoption.

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. On-going professional development will be included in the district's professional development plan, as needed.

b. Review of Code of Conduct

The Board will review this Code of Conduct 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 of Conduct violations. The committee will be made up of representatives of student, teacher, administrator, and parent organizations, school safety personnel and other school personnel.

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Amended and Reapproved: July 6, 2011
Amended and Reapproved: November 16, 2011
Amended and Reapproved: July 3, 2012
To: Dr. Thomas J. Douglas  
Board of Education

From: Judith E. Kehoe

Date: June 27, 2013

Re: Information required by Policy

In accordance with the Cell Phone Policy #8332 and Credit Card Policy #8334, listed below is the 2013-14 policy report to the Board:

**Policy #8332: List of positions which are issued communication devices.**

**Cell Phones:**
- Maintenance Personnel (14)
- 19-A Trainer (1)
- School Bus Garage Dispatcher (1)
- Bus Garage Field Trip (2)
- Nurse (1)

**Smart Phone:**
- Superintendent (1)
- Director of Facilities and Operations (1)
- Superintendent of Buildings and Grounds (1)
- Assistant Superintendent of Buildings and Grounds (1)
- Director of Transportation (1)
- Technology Director (1)
- Director of SESS (1)
- Technology Specialist SESS (1)
- Network and Systems Engineer (1)
- Senior Network and Systems Technician (1)

**Policy #8334: List of positions which may be authorized to use a district credit card.**

Issued credit cards: (These are issued to Operation and Maintenance employees, as deemed necessary by the Director of Facilities and Maintenance, and Technology Teachers as deemed necessary by the K-12 Science Supervisor - Lowes card only.)
- Lowes
- Home Depot
- Mobil Gas Card

**District issued credit cards:**
- Superintendent
- Chief Business and Financial Officer
- Chief Technology and Information Officer
- Director of Transportation
- Technology Specialist
INVESTMENTS

The Board of Education recognizes its fiduciary responsibility under §39 of the General Municipal Law (GML) requiring a comprehensive investment policy outlining the district’s policy with regard to the investing, monitoring and reporting of the district’s funds.

Therefore, the Board directs the Superintendent of Schools or his/her designee to ensure that procedures and regulations are followed to safeguard district funds and to minimize risk, to ensure that investments mature when cash is required to finance operations and to ensure a competitive rate of return. In accordance with this policy, the Treasurer or his/her designee is authorized to invest and/or deposit all funds, including proceeds of obligations and reserve funds, in time-deposit accounts, certificates of deposit, short-term government securities, repurchase agreements or other investment instruments permitted by law, subject to the investment regulations approved by the Board of Education.

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the school district’s ability to govern effectively. Investments shall be made with prudence, diligence, skill, judgment, and care, under circumstances then prevailing that a knowledgeable and prudent person acting in like capacity would use, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived. Furthermore, all participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

This policy will be annually reviewed by the Board and may be amended from time to time in accordance with the provisions of §39 of the General Municipal Law.

Ref: Education Law §§1604-a; 1723-a; 3651; 3652
Local Finance Law §165.00
General Municipal Law §§6-e-6-e; 6-j-6-n; 10; 11; 39

Adoption date: June 19, 2002
Amended date: July 6, 2011
Re-approved: July 3, 2012
INVESTMENTS REGULATIONS

Delegation of Authority

The Treasurer is authorized to invest all available district funds, including proceeds of obligations and Reserve Funds, in the permitted investment instruments as defined in this regulation.

Securing Deposits and Investments

All deposits and investments at a bank or trust company, including all demand deposits, certificates of deposit and special time deposits (hereinafter, collectively, "deposits") made by officers of the Bethlehem Central School District that are in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured by:

1. A pledge of "eligible securities" with an aggregate "market value" (as provided by the GML, Section 10) that is at least equal to the aggregate amount of deposits by the officers. Eligible securities include the following:
   a. Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government-sponsored corporation.
   b. Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of this State or obligations of any public benefit corporation that under a specific State statute may be accepted as security for deposit of public moneys.

2. A pledge of a pro rata portion of a pool of eligible securities, having in the aggregate a market value at least equal to the aggregate amount of deposits from all such officers within the State at the bank or trust company.

3. An "eligible surety bond" payable to the government for an amount at least equal to 100 percent of the aggregate amount of deposit and the agreed-upon interest if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations. The governing board shall approve the terms and conditions of the surety bond.

4. An "eligible letter of credit," payable to the Bethlehem Central School District as security for the payment of 140 percent of the aggregate amount of deposits and the agreed-upon interest, if any. An "eligible letter of credit" shall be an irrevocable letter of credit issued in favor of the Bethlehem Central School District, for a term not to exceed 90 days, by a qualified bank (other than the bank where the secured money is deposited). A qualified bank is either one whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank that is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization, or one that is in compliance with applicable federal minimum risk-based capital requirements.
5. An “irrevocable letter of credit” issued in favor of the Bethlehem Central School District by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any.

Diversification

To the extent feasible, investments and deposits shall be made in and through local or regional financial institutions. Concentration of investments in a single financial institution should be avoided. Diversification of investments and deposits is encouraged.

Designations of Depositories

Depositories are approved by the Board of Education at the annual reorganizational meeting.

Collateralization and Safekeeping

All investments made pursuant to this investment policy will comply with the following conditions:

A. Collateral
   1. Savings accounts, money market accounts, time deposit accounts and certificates of deposit will be fully secured by insurance of the Federal Deposit Insurance Corporation or by obligations of New York State, the United States, New York State school districts and federal agencies whose principal and interest are guaranteed by the United States. The market value of collateral will at all times exceed the principal amount of the certificate of deposit. Collateral will be monitored no less frequently than on a weekly basis.
   2. Collateral will not be required with respect to the direct purchase of obligations of New York State, the United States and federal agencies, the principal and interest of which are guaranteed by the United States Government.

B. Delivery of Securities
   1. Payment of funds may only be made upon receipt of collateral or other acceptable form of security, or upon the delivery of government obligations whether such obligations are purchased outright, or pursuant to a repurchase agreement. Written confirmation of delivery shall be obtained from the custodial bank.
   2. Every Repurchase Agreement will make payment to the seller contingent upon the seller's delivery of obligations of the United States to the Custodial Bank designated by the school district, which shall not be the repurchase, or in the case of a book-entry transaction, when the obligations of the United States are credited to the Custodian's Federal Reserve account. The seller will not be entitled to substitute securities. Repurchase agreements shall be for periods of 30 days or less. The Custodial Bank shall confirm all transactions in writing to insure that the school district’s ownership of the securities is properly reflected in the records of the Custodial Bank.
C. Written Contracts

1. Written contracts are required for certificates of deposit and custodial undertakings and Repurchase Agreements. With respect to the purchase of direct obligations of U.S., New York State, or other governmental entities in which monies may be invested, the interests of the school district will be adequately protected by conditioning payment on the physical delivery of purchased securities to the school district or custodian, or in the case of book-entry transactions, on the crediting of purchased securities to the Custodian’s Federal Reserve System account. All purchases will be confirmed promptly in writing to the school district.

2. The following written contracts are required:
   a. Written agreements will be required for the purchase of all certificates of deposit.
   b. A written contract will be required with the Custodial Bank(s).
   c. Written contracts shall be required for all Repurchase Agreements. Only creditworthy banks and primary reporting dealers shall be qualified to enter into a Repurchase Agreement with the school district.

   The written contract will stipulate that only obligations of the United States may be purchased and that the school district shall make payment upon delivery of the securities or the appropriate book-entry of the purchased securities. No specific repurchase agreement will be entered into unless a master repurchase agreement has been executed between the school district and the trading partners. While the term of the master repurchase agreement may be for a reasonable length of time, a specific repurchase agreement will not exceed thirty (30) days.

Permitted Investments

A. Permitted investments include the following:
   1. Savings Accounts or Money Market Accounts of designated banks;
   2. Certificates of Deposit issued by a bank or trust company located in and authorized to do business in New York State;
   3. Demand Deposit Accounts in a bank or trust company located in and authorized to do business in New York State;
   4. Obligations of New York State;
   5. Obligations of the United States Government (U.S. Treasury Bills and Notes);
   6. Repurchase Agreements involving the purchase and sale of direct obligations of the United States:
      a. No more than 30% of the Bethlehem Central School District’s total invested funds at the time of investment may be invested in repurchase agreements.
   7. All funds may be invested in Revenue Anticipation Notes or Tax Anticipation Notes of other school districts and municipalities, with the approval of the State Comptroller.

Authorized Financial Institutions and Dealers

A. The Board will designate a commercial bank or trust company authorized to do business in the State of New York to act as Custodial Bank of the school district’s investments. However, securities may not
be purchased through a Repurchase Agreement with the Custodial Bank.
B. When purchasing eligible securities, the seller will be required to transfer the securities to the district’s Custodial Bank.

Purchase of Instruments

The Chief Business and Financial Officer or Treasurer (or other officer having custody of money) is authorized to contract for the purchase of investments:

A. Directly, from an authorized trading partner
B. By participation in a cooperative investment agreement with other authorized municipal corporations pursuant to Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold, or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Bethlehem Central School District by the bank or trust company.

Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law Section 10(3)(a). The agreement shall provide that securities held by the bank or trust company, as agent of, and custodian for, the Bethlehem Central School District, will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to secure the local government’s perfected interest in the securities, and the agreement may also contain other provisions that the governing board deems necessary. The security and custodial agreements shall also include all other provisions necessary to provide the Bethlehem Central School District with a perfected interest in the securities.

The Chief Business and Financial Officer or Treasurer (or other officers having custody of money) can direct the bank or trust company to register and hold the evidences of investments in investments in the name of its nominee, or may deposit or authorize the bank or trust company to deposit, or arrange for their deposit with a federal reserve bank or other book-entry transfer system operated by a federally regulated entity. The records of the bank or trust company shall show, at all times, the ownership of such evidences of investments, and they shall be, when held in the possession of the bank or trust company, at all times, kept separate from the assets of the bank or trust company. All evidences of investments delivered to a bank or trust company shall be held by the bank or trust company pursuant to a written custodial agreement as set forth in General Municipal Law Section 10(3)(a), and as described earlier in the section. When any such evidences of investments are so registered in the name of a nominee, the bank or trust company shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidence of investments.
Courier Service

The Chief Business and Financial Officer (or officer authorized by law to make deposits) may, subject to the approval of the governing board by resolution, enter into a contract with a courier service for the purpose of causing the deposit of public funds with a bank or trust company. The courier service shall be required to obtain a surety bond for the full amount entrusted to the courier, payable to the Bethlehem Central School District and executed by an insurance company authorized to do business in the State of New York, with a claims-paying ability that is rated in the highest rating category by at least two nationally recognized statistical rating organizations, to insure against any loss of public deposits entrusted to the courier service for deposit or failure to deposit the full amount entrusted to the courier service.

The Bethlehem Central School District may agree with the depositary bank or trust company that the bank or trust company will reimburse all or part of, but not more than, the actual incurred by the Bethlehem Central School District in transporting items for deposit through a courier service. Any such reimbursement agreement shall apply only to a specified deposit transaction, and may be subject to such terms, conditions and limitations as the bank or trust company deems necessary to ensure sound banking practices, including, but not limited to, any terms, conditions or limitations that may be required by the banking department or other federal or state authority.

Annual Review and Amendments

This policy will be annually reviewed by the Board and may be amended from time to time in accordance with the provisions of section 39 of the General Municipal Law.

Internal Controls

A. The Chief Business and Financial Officer or designee will authorize the purchase and sale of all securities and execute contracts for investments and deposits on behalf of the school district. Oral directions concerning the purchase or sale of securities will be confirmed in writing. The school district will pay for purchased securities upon the simultaneous receipt of the deposit or book-entry thereof.

B. The school district will encourage the purchase and sale of securities through a competitive process involving telephone solicitation or group e-mails for at least three quotations.

C. The independent auditors will audit the investment proceeds of the school district for compliance with the provisions of this investment Regulation.

D. Investment reports will be furnished monthly to the Board of Education if any investments are made using permitted investments as defined in Permitted Investments, Section A, #4, 5, 6 or 7.

Definitions

Agent Bank: A commercial bank or trust company under contract with the Bethlehem Central School District to receive, pay for, safeguard and account for investment securities purchased by the Bethlehem Central School District. Other responsibilities will be defined in agent bank agreement.
Banks: As defined in Article III of the State Banking Law.

Broker/Dealer: A financial firm, other than a commercial bank, engaged in the sale of U.S. Treasury obligations.

Certificate of Deposit: A negotiable receipt from a commercial bank or trust company for deposit of funds for a specified period of time at a specified rate of interest. A certificate of deposit ranges from 14 days to one year, and the minimum amount is generally $100,000.

Collateral: Securities pledged to secure repayment of certificates of deposit and money market accounts.

Joint Custody Accounts: Account for the handling of securities purchased or held as collateral maintained in the names of both the district and the financial institution with whom they are dealing. The account is maintained by a third party (trust department is acceptable) which would provide written confirmation of securities held to the school district. Written joint custody agreements are required, specifying such points as failure of the financial institution to return funds to the school district at maturity and authorizing the custodian to release securities directly to the school district.

Mark to Market: The act of determining the current value of the securities.

Primary Dealer: The largest and soundest broker/dealers as designated by the Federal Reserve Bank.

Repurchase Agreement: Consists of a broker/dealer or bank selling U.S. Treasury securities for cash to the Bethlehem Central School District and, at the same time, agreeing to buy them back on an established date and at an agreed upon price including interest. These short-term investments usually range from overnight to six months in term. Repurchase agreements start at $100,000. Payment is made against the delivery of the securities. Delivery is required.


Treasury Bills: Short-term, direct obligations of the U.S. Government that are usually issued with maturities of three months, six months, or one year. Bills are offered in bearer form and are issued in amounts of $10,000 and up, in multiples of $5,000. Bills do not bear a stated interest rate; the interest is calculated by taking the difference between the discount price paid at purchase and the face amount (par) collected at maturity.

Treasury Bonds and Notes: Direct obligations of the U.S. Government to pay a specified rate of interest for a specified period of time on the face value (par) of the instrument. Interest is paid semiannually, and the life of the notes is usually limited to ten years or under; bonds generally have maturities of 10-30 years. Treasury notes with a maturity through three years can usually be purchased in $5,000 denominations and require a $5,000 minimum purchase. Treasury notes with a term longer than three years, and Treasury Bonds, can usually be purchased in $1,000 denominations and require a $1,000 minimum purchase.
Ref: Education Law §§1604-a; 1723-a; 3651; 3652
Local Finance Law §165.00
General Municipal Law §§6-e-6-e; 6-j-6-n; 10; 11; 39

Adoption date: June 19, 2002
Re-approved: July 7, 2010
Revised: July 6, 2011
Re-approved: July 3, 2012
INVESTMENTS REGULATION

The following regulation is organized into separate sections for each investment alternative available to Bethlehem Central School District, followed by criteria for the use of an agent bank, general investment criteria and a glossary.

Authorized Investments

U.S. Treasury Obligations

1. Purchase can be made from any broker/dealer or bank principally located in New York State.
2. Funds for investment will be taken from Bethlehem Central School District account and wired or otherwise transferred to Bethlehem Central School District's agent bank. Agent bank releases funds to broker/dealer or bank only after securities are received through book entry by the agent bank via the Federal Reserve Bank of New York.

Certificates of Deposit (CD)

Purchase may be made from any bank principally located in New York State which meets the following conditions:

1. Bank currently holds a rating within the "A" category or better with Moody's or Standard & Poor's, a rating of "C" or better with Keefe, Bruyette & Woods or a comparable rating from a recognized reputable rating service.
2. Bank agrees to collateralize the deposit with allowable securities which, at the inception of the investment, must be in an amount of the deposit. Thereafter, during the term of the investment, the securities shall generally be equal in value to the amount of the deposit. FDIC insurance can be utilized to offset the collateral. When consistent with general market practice, the Bethlehem Central School District shall ensure that the value of the collateral also includes the amount of interest to be earned on the deposit.
3. Bank agrees to deliver the collateral, whether through book entry or physical delivery, to a trust account in the name of the Bethlehem Central School District, the Bethlehem Central School District's agent bank or a joint custody account within five days of receiving the deposit.
4. The Bethlehem Central School District shall enter into an agreement with each holder of collateral which, among other items, specifies that the holder is taking possession of the securities exclusively as collateral for the Bethlehem Central School District, that the securities are free of any holder's claims against the financial institution; and that written confirmation of delivery shall be provided to the Bethlehem Central School District.
5. For each particular certificate of deposit investment, the bank shall provide adequate written confirmation of the terms of the transaction.

Repurchase Agreements

1. Purchase can be made from a bank principally located in New York State currently holding a rating within the "A" category or better with Moody's or Standard & Poor's, a rating of "C" or better with Keefe, Bruyette & Woods or a comparable rating from a recognized reputable rating service.
2. Purchase can also be made from any broker/dealer principally located in New York State that is on the most recent Federal Reserve Bank listing of primary government securities dealers.

3. The Bethlehem Central School District shall enter into a master repurchase agreement with each financial institution with which it undertakes such investments. The agreement shall set forth the responsibilities and liabilities of both the buyer and the seller of the securities such as those specified in this section of the regulation.

4. The securities underlying repurchase agreements shall be limited to U.S. Treasury obligations.

5. The funds for repurchase agreement investments will be taken from Bethlehem Central School District’s account and wired or otherwise transferred to Bethlehem Central School District’s agent bank. Agent releases funds to the broker/dealer or bank only when securities are received through book entry by the agent bank via the Federal Reserve Bank of New York.

6. The financial institution involved as seller in the repurchase agreement shall confirm the investment in writing to the Bethlehem Central School District, specifying the terms of the transaction.

7. Securities transferred to Bethlehem Central School District’s agent bank must, at the inception of the agreement, be at least equal in market value to the amount of the repurchase agreement. Thereafter, during the term of the agreement, the district shall ensure that the securities held by the agent bank shall generally be equal in value to the amount of the agreement. When consistent with general market practice, the Bethlehem Central School District shall ensure that the value of the securities also includes the amount of interest to be earned from the repurchase agreement. Bank or broker/dealer must agree to add securities within 24 hours upon being notified by the district that additional securities are required.

8. Substitution of securities by the broker/dealer or bank during the term of the repurchase agreement is prohibited.

9. If purchase is made from agent bank, the securities underlying the repurchase agreement must be transferred to another agent bank of Bethlehem Central School District.

10. In addition to the above, participation in cooperative investment programs as authorized by the opinion of the Comptroller 88-46 and Article 5-G, Section 119-O of the General Municipal Law and the instrument made pursuant to such programs shall be deemed to meet all requirements of this regulation.

**Interest Bearing Accounts**

1. Bank must be principally based in New York State.

2. Every year, Bethlehem Central School District shall consider whether to solicit bids for such accounts, considering interest rate offered, quality of service, cost and other factors deemed appropriate.

3. Bank shall collateralize or insure deposits in each account with allowable securities in an amount equal in value to the approximate average daily balance of the previous 12 months. The determination of this amount shall be made every six months.
4. Bank shall add collateral within 72 hours, as determined by the Bethlehem Central School District, to insure that the value of the collateral equals the amount agreed upon.

5. Bank agrees to maintain the collateral, whether through book entry or physical delivery, in a trust department in an account of Bethlehem Central School District, Bethlehem Central School District’s agent or in a joint custody account. The requirement for the Bethlehem Central School District entering into an agreement with any holders of collateral shall be the same as specified under the section titled Certificates of Deposit above.

6. The Bethlehem Central School District shall enter into an agreement with each bank stating the bank’s applicable rules and regulations for maintaining an interest bearing account on its behalf.

Use of an Agent Bank

1. The Bethlehem Central School District shall select a bank or trust company to serve as its agent bank based upon competitive process taking into account the extent and quality of experience in performing agent functions, particularly of the type required by the Bethlehem Central School District, price and other factors deemed relevant.

2. Bethlehem Central School District shall enter into an agreement with the agent bank specifying such matters as:

   a. The bank’s responsibilities to receive and safeguard securities purchased by the Bethlehem Central School District or delivered as collateral.

   b. The bank’s understanding that it is taking possession of the securities exclusively for the Bethlehem Central School District; that the securities are free of any claims against the financial institution from which the Bethlehem Central School District purchased them; and that any of the bank’s future claims against such financial institution are subordinate to the Bethlehem Central School District’s claims.

   c. The bank’s commitment to confirm its receipt of all securities within 24 hours, maintain specified records, and report transactions as they occur.

   d. The bank agrees to “mark to market” the securities underlying the repurchase agreements. Such “marking to market” shall be performed at least monthly or more frequently if requested by the Bethlehem Central School District.

   e. The terms of compensation of the agent bank.

General Provisions

1. For outright U.S. Treasury purchases, certificates of deposits and repurchase agreements, there shall be competitive bids for rate quotations.

2. No more than 30% of the Bethlehem Central School District’s total invested funds at the time of investment may be invested in repurchase agreements
3. The Bethlehem Central School District Assistant Superintendent for Business shall supply the Board on a semi-annual basis with an investment report identifying by type of investment, interest rate and terms, all current investment holdings by institution invested with, and any other information the Board may require. The last monthly report shall include a summary of the investment program for the entire year.

4. The Bethlehem Central School District Board shall periodically review this investment policy and make changes as it deems appropriate.

5. Review of compliance with this policy shall be a part of the annual audit process by the Bethlehem Central School District's independent auditor.

Glossary

**Agent Bank:** A commercial bank or trust company under contract with the Bethlehem Central School District to receive, pay for, safeguard and account for investment securities purchased by the Bethlehem Central School District. Other responsibilities will be defined in agent bank agreement.

**Banks:** As defined in Article III of the State Banking Law.

**Broker/Dealer:** A financial firm, other than a commercial bank, engaged in the sale of U.S. Treasury obligations.

**Certificate of Deposit:** A negotiable receipt from a commercial bank or trust company for deposit of funds for a specified period of time at a specified rate of interest. A certificate of deposit ranges from 14 days to one year, and the minimum amount is generally $100,000.

**Collateral:** Securities pledged to secure repayment of certificates of deposit and money market accounts.

**Joint Custody Accounts:** Account for the handling of securities purchased or held as collateral maintained in the names of both the district and the financial institution with whom they are dealing. The account is maintained by a third party (trust department is acceptable) which would provide written confirmation of securities held to the school district. Written joint custody agreements are required, specifying such points as failure of the financial institution to return funds to the school district at maturity and authorizing the custodian to release securities directly to the school district.

**Mark to Market:** The act of determining the current value of the securities.

**Primary Dealer:** The largest and soundest broker/dealers as designated by the Federal Reserve Bank.

**Repurchase Agreement:** Consists of a broker/dealer or bank selling U.S. Treasury securities for cash to the Bethlehem Central School District and, at the same time, agreeing to buy them back on an established date and at an agreed upon price including interest. These short-term investments usually range from overnight to six months in term. Repurchase agreements start at $100,000. Payment is made against the delivery of the securities. Delivery is required.
**Treasury Obligations**: Consist of U.S. Government Treasury Bills, Bonds and Notes.

**Treasury Bills**: Short-term, direct obligations of the U.S. Government that are usually issued with maturities of three months, six months, or one year. Bills are offered in bearer form and are issued in amounts of $10,000 and up, in multiples of $5,000. Bills do not bear a stated interest rate; the interest is calculated by taking the difference between the discount price paid at purchase and the face amount (par) collected at maturity.

**Treasury Bonds and Notes**: Direct obligations of the U.S. Government to pay a specified rate of interest for a specified period of time on the face value (par) of the instrument. Interest is paid semiannually, and the life of the notes is usually limited to ten years or under; bonds generally have maturities of 10-30 years. Treasury notes with a maturity through three years can usually be purchased in $5,000 denominations and require a $5,000 minimum purchase. Treasury notes with a term longer than three years, and Treasury Bonds, can usually be purchased in $1,000 denominations and require a $1,000 minimum purchase.

Ref: Education Law §§1604-a; 1723-a; 3651; 3652
Local Finance Law §165.00
General Municipal Law §§6-c-6-e; 6-j-6-n; 10; 11; 39

Adoption date: June 19, 2002
Re-approved: July 7, 2010
PURCHASING

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

It is the goal of the Board to purchase competitively, without prejudice or favoritism, and to seek the maximum educational value for every dollar expended. Competitive bids or quotations shall be solicited in connection with purchases pursuant to law. The General Municipal Law requires that purchase contracts for materials, equipment and supplies involving an estimated annual expenditure exceeding $20,000 and public work contracts involving an expenditure of more than $35,000 will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. Purchases of the same commodity cannot be artificially divided for the purpose of avoiding the threshold. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid.

In accordance with law, the district shall give a preference in the purchase of instructional materials to vendors who agree to provide materials in alternative formats. The term “alternative format” shall mean any medium or format for the presentation of instructional materials, in addition to traditional print textbook, that is needed as an accommodation for a disabled student enrolled in the district (or program of a BOCES), including but not limited to Braille, large print, open and closed captioned, audio, or an electronic file in a format compatible with alternative format conversion software that is appropriate to meet the needs of the individual student.

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

In order to ensure that the district avails itself of advantageous purchasing opportunities, the Board authorizes the Director of Technology and Information Systems to represent the district in applying for federal programs designed to discount prices for goods and services. Specifically, the Director of Technology and Information Systems will abide by the rules and regulations associated with applying for telecommunications service discounts through the Universal Service Fund (E-Rate), in addition to complying with the local purchasing policies set forth by the Board. As with all purchasing activity, appropriate documentation of the application and purchase through any federal program will be maintained by the business office.
Purpose

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

Statutory Exceptions From Obtaining Quotations And Proposals in Accordance With The Requirements Of This Policy

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

1. under a county contract; (GML, S 103 (3))
2. under a state contract; (GML, S 104)
3. of articles manufactured in state correctional institutions; (correction LAN, 184 & 186) or
4. from agencies for the blind and severely disabled.

Objectives

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

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

Opportunities shall be provided to all responsible suppliers to do business with the school district. Suppliers whose place of business is situated within the district may be given preferential consideration only when bids or quotations on an item or service are identical as to price, quality and other factors. Purchases will be made through available cooperative BOCES bids, state contracts of the Office of General Services or county contracts whenever such purchases are in the best interests of the district. In addition, the district will make purchases from
correctional institutions and severely disabled persons through charitable or non-profit-making agencies, as provided by law.

**Awards to Other Than The Lowest Responsible Dollar Offeror**

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

**Individuals Responsible for Purchasing**

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

1. emergencies where time is a crucial factor;
2. procurements for which there is no possibility of competition (sole source items); or
3. very small procurements when solicitations of competition would not be cost-effective.

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

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

**Input from Officers**

Comments will be solicited from those administrators involved in the procurement process before enactment of the district’s policies regarding purchasing and from time to time thereafter.

**Annual Review**

The board shall annually review and, when needed, update this policy and corresponding regulation.

**Unintentional Failure to Comply**

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

**Cross-ref:** 6710, Purchasing Authority

**Ref:** Education Law §§305(14); 409-i; 1604(29-a); 1709(4-a)(9)(14)(22); 2503(7-a); 2554(7-a)
General Municipal Law §§102; 103; 104-b; 109-a; 800 et seq.
State Finance Law 163-b

Adoption date: January 5, 2011
Re-adoption date: July 6, 2011
Re-approved: July 3, 2012
PURCHASING REGULATION

The following sets forth the procedures for the procurement of goods and services by the district:

I. Definitions

Purchase Contract: a contract involving the acquisition of commodities, materials, supplies or equipment

Public Work Contract: a contract involving services, labor or construction

II. General Municipal Law

The General Municipal Law requires that purchase contracts for materials, equipment and supplies involving an estimated annual expenditure exceeding $20,000 and public work contracts involving an expenditure of more than $35,000 will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid.

III. Competitive Bidding Required

A. Method of Determining Whether Procurement is Subject to Competitive Bidding

1. The district will first determine if the proposed procurement is a purchase contract or a contract for public work.

2. If the procurement is either a purchase contract or a contract for public work, the district will then determine whether the amount of the procurement is above the applicable monetary threshold as set forth above.

3. The district will also determine whether any exceptions to the competitive bidding requirements (as set forth below) exist (refer to section IV).

B. Contract Combining Professional Services and Purchase

In the event that a contract combines the provision of professional services and a purchase, the district, in determining the appropriate monetary threshold criteria to apply to the contract, will determine whether the professional service or the purchase is the predominant part of the transaction.

C. Opening and Recording Bids; Awarding Contracts

The Purchasing Agent or Departmental Directors will be authorized to open and record bids. Contracts will be awarded to the lowest responsible bidder (as recommended by the Purchasing Agent), who has furnished the required security after responding to an advertisement for sealed bids.
D. Documentation of Competitive Bids

The district will maintain proper written documentation which will set forth the method in which it determined whether the procurement is a purchase or a public work contract. Proper written documentation will also be required when a contract is not awarded to the vendor submitting the lowest bid, setting forth the reasons therefore.

E. Purchase of Instructional Materials

In accordance with Education Law the district shall give a preference in the purchase of instructional materials to vendors who agree to provide materials in alternative formats (i.e., any medium or format for the presentation of instructional materials, in addition to a traditional print textbook, that is needed as an accommodation for a disabled student enrolled in the district, including but not limited to Braille, large print, open and closed captioned, audio or an electronic file in an approved format.)

The district will establish and follow a plan to ensure that every student with a disability who needs his or her instructional materials in an alternative format will receive those materials at the same time that they are available to non-disabled students.

F. Leases of Personal Property

In addition to the above-mentioned competitive bidding requirements, section 1725 of the Education Law requires that the district will be subject to competitive bidding requirements for purchase contracts when it enters into a lease of personal property. This includes bus leases as well.

G. Environmentally Sensitive Cleaning and Maintenance Products

The district will purchase and utilize environmentally sensitive cleaning and maintenance products whenever feasible. The Purchasing Agent will consult with the Green Guidelines provided by the Office of General Services.

Any legal issues regarding the applicability of competitive bidding requirements will be presented to the school attorney for review.

IV. Exceptions to Competitive Bidding Requirements

The district will not be subject to competitive bidding requirements when the Board of Education, in its discretion, determines that one of the following situations exists:

1. Emergency situations where:
   a. the situation arises out of an accident or unforeseen occurrence or condition;
b. a district building, property, or the life, health, or safety of an individual on district property is affected; or
c. the situation requires immediate action that cannot await competitive bidding.

However, when the Board passes a resolution that an emergency situation exists, the district will make purchases at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practicable under the circumstances.

**Documentation:** The district will maintain records of verbal (or written) quotes, as appropriate;

2. When the district purchases surplus or second-hand supplies, materials or equipment from the federal or state governments or from any other political subdivision or public benefit corporation within the state.

**Documentation:** The district will maintain market price comparisons (verbal or written quotes) and the name of the government entity;

3. When the district separately purchases eggs, livestock, fish and dairy products (other than milk), juice, grains and species of fresh fruits and vegetables directly from producers or growers. The amount expended in any fiscal year by the district may not exceed an amount equal to fifteen cents multiplied by the number of days in the school year multiplied by the total enrollment of the district.

**Documentation:** The district will maintain documentation consistent with sections 114.3 of the Regulations of the Commissioner of Education;

4. When the district separately purchases milk directly from licensed milk processors employing less than forty (40) people. The amount expended in any fiscal year by the district may not exceed an amount equal to twenty-five cents multiplied by the number of days in the school year multiplied by the total enrollment of the district or exceed the current market price.

**Documentation:** The district will maintain documentation consistent with section 114.4 of the Regulations of the Commissioner of Education;

5. When the district purchases goods, supplies and services from municipal hospitals under joint contracts and arrangements entered into pursuant to section 2803-a of the Public Health Law.

**Documentation:** The district will maintain the legal authorization, Board authorization and market price comparisons;

6. When there is only one possible source from which to procure goods or services required in the public interest.
Documentation: The district will maintain written documentation of the unique benefits of the item or service purchased as compared to other items or services available in the marketplace; that no other item or service provides substantially equivalent or similar benefits; and that, considering the benefits received, the cost of the item or service is reasonable, when compared to conventional methods. In addition, the documentation will provide that there is no possibility of competition for the procurement of the goods; or

7. When the district purchases professional services that require special skill or training, such as but not limited to, audit, medical, legal or insurance services, or property appraisals.

Documentation: The district will use an RFP process for any professional services in excess of $20,000.

V. Quotes When Competitive Bidding Not Required

Goods and services that are not required by law to be procured by the district through competitive bidding will be procured in a manner so as to ensure the prudent and economical use of public monies in the best interests of the taxpayers. Alternative proposals or quotations will be secured by requests for proposals, written or verbal quotations or any other appropriate method of procurement, as set forth below.

A. Methods of Documentation

1. Verbal Quotations: the telephone log or other record will set forth, at a minimum: the date, item or service desired, price quoted, name of vendor, and name of vendor's representative;

2. Written Quotations: vendors will provide, at a minimum: the date, description of the item or details of service to be provided, price quoted, and name of contact.

3. Requests for Proposals: the district will utilize (an RFP process) to engage professional services providers for any professional services in excess of $20,000.

Refer to Exhibits 6700-E.1 and 6700-E.2 for further requirements as to type and number of quotes or other required documentation.
B. Purchases/Public Work: Methods of Competition to be Used for Non-Bid Procurements; Documentation to be Maintained

The district will require the following methods of competition be used and sources of documentation maintained when soliciting non-bid procurements in the most cost-effective manner possible:

1. **Purchase Contracts up to $20,000 and Public Work Contracts up to $35,000:** refer to Exhibit 6700-E.1 for required number of verbal or written quotes, depending on dollar volume of purchases.

2. **Emergencies:** Verbal quotes, insofar as practicable under the exigent circumstances. Documentation will include notations of verbal quotes.

3. **Property, Casualty and Liability Insurance:**
   - "Requests for Proposals" (RFPs), should be issued on a 7-year cycle.

4. **Professional Services:** Documentation will include an RFP if services exceed $20,000 and written proposals if services are less than $20,000.

5. **Second Hand Equipment from Other Governments:**
   - Documentation will include market price comparisons (verbal or written quotes) and the name of the government.

6. **Written Quotes for Certain Food and Milk Purchases:**
   - Documentation will be consistent with sections 114.3 and 114.4 of the Regulations of the Commissioner of Education.

7. **Certain Municipal Hospital Purchases:** Documentation will include the legal authorization, Board authorization, and market price comparisons.

8. **Sole Source:** Documentation will include, among other things, the unique benefits of the patented item as compared to other items available in the marketplace; that no other item provides substantially equivalent or similar benefits; and that considering the benefits received, the cost of the item is reasonable, when compared to conventional methods. In addition, the district will document that there is no possibility of competition for the procurement of the goods.

VI. Exceptions to Competitive Bidding Requirements

The district will not be required to secure alternative proposals or quotations for those procurements:

1. under a county contract;
2. under a state contract;
3. of articles manufactured in state correctional institutions; or
4. from agencies for the blind and severely disabled.

VII. Awards to Other than the "Lowest Responsible Dollar Offeror"

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

VIII. Internal Control

The Board authorizes the Superintendent of Schools, with the assistance of the Purchasing Agent, to establish and maintain an internal control structure to ensure, to the best of their ability, that the district's assets will be safeguarded against loss from unauthorized use or disposition, that transactions will be executed in accordance with the law and district policies and regulations, and recorded properly in the financial records of the district.

Input From Administrators

Comments will be solicited from those administrators involved in the procurement process before enactment of the district's regulations regarding purchasing and from time to time thereafter. The regulations must then be adopted by Board resolution.

Annual Review

All district regulations regarding the procurement processes will be reviewed by the Board at least annually.

Conflict of Interest

No person employed by the district shall negotiate or execute any contract on behalf of the district for the purchase, sale or lease of real or personal property, services of any nature, or for insurance with any business in which an immediate family member is a principal within said business. (# 9120.1 Conflict of Interest, BCSD Policy Manual)

Any proposed purchases from businesses owned by an employee of the district must be reviewed and approved in advance by the Chief Business and Financial Officer.

Cooperative Purchasing

With Board approval, the district may participate in cooperative purchasing activities with other school districts, BOCES, or local government entities (GML § 119-o).

Unintentional Failure to Comply

The unintentional failure to fully comply with the provisions of section 104-b of the General Municipal Law or the district’s regulations regarding procurement will not be grounds to void action taken or give rise to a cause of action against the district or any officer or employee of the district.

Re-adoption date: January 5, 2011
Re-adoption date: July 6, 2011
Re-approved: July 3, 2012
# PURCHASING EXHIBIT

Methods Of Competition To Be Used For Non-Bid Procurements

<table>
<thead>
<tr>
<th>Purchase Contracts up to $20,000</th>
<th>Verbal Quotes</th>
<th>Written Quotes</th>
<th>RFP*</th>
<th>Other Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $499</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>$500 - $999</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>$1,000 - $4,999</td>
<td></td>
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<td>X</td>
<td></td>
</tr>
<tr>
<td>$5,000 - $19,999</td>
<td></td>
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<tr>
<td>Public Work Contracts Up To $35,000</td>
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<tr>
<td>Under $1,000</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$1,000 - $4,999</td>
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<tr>
<td>$5,000 - $9,999</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$10,000 - $34,999</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Emergencies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Services and Insurance &gt;$20,000</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Professional Services and Insurance &lt;$20,000</td>
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<td></td>
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<tr>
<td>Second-Hand Equipment from Other Governments</td>
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<td></td>
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<tr>
<td>Certain Food &amp; Mild Purchases</td>
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<td></td>
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<tr>
<td>Certain Municipal Hospital Purchases</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Sole Source (For Example, patented or monopoly item)</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

*RFP: Request for Proposal
Explanations of Other Methods of Competition to Be Used
For
Non-Bid Procurements

**Emergencies:** Informal solicitation of quotes or otherwise, to the extent practicable under the circumstances

**Leases of Personal Property:** Section 1725 of the Education Law requires that a district will be subject to competitive bidding requirements for purchase contracts when it enters into a lease of personal property.

**Second-Hand Equipment from Federal and State Governments:** Section 103(6) of the General Municipal Law provides a statutory exception to the competitive bidding requirement by permitting the purchase of surplus and second-hand supplies, materials or equipment without competitive bidding from the federal or state governments or from any other political subdivision or public benefit corporation with the state.

**Certain Food and Milk Purchases:** Section 103(a) and (10) of the General Municipal Law provides a statutory exception to the competitive bidding requirement by permitting a Board of Education to separately purchase eggs, livestock, fish and dairy products (including milk), juice, grains and varieties of fresh fruits and vegetables directly from producers, growers or certain processors without bidding.

**Certain Municipal Hospital Purchases:** Section 103(8) of the General Municipal Law provides a statutory exception to the competitive bidding requirement by permitting the purchase of goods, supplies and services from municipal hospitals under joint contracts and arrangements entered into pursuant to section 2803-a of the Public Health Law.

**Sole Source:** Section 103 of the General Municipal Law provides a statutory exception to the competitive bidding requirement in limited situations where there is only one possible source from which to procure goods or services required in the public interest (such as in the case of certain patented goods or services or public utility services).

Adoption date: June 19, 2002
Re-adopted date: January 5, 2011
Re-adoption date: July 6, 2011
Re-approved: July 3, 2012
USE OF CELL PHONES

The Board of Education recognizes that certain district employees will be required to carry district-owned cell phones in order to meet their job responsibilities. Such phones should be provided only when a less costly alternative (e.g., pager, radio) is not available or is not appropriate in the circumstances.

A list of job titles requiring district-owned cell phones shall be maintained in the Business Office and reported to the Board each year at its reorganizational meeting in July. The district shall establish the level of service contract and all such contracts shall be secured in accordance with the district’s purchasing policy.

Employees shall make every attempt to use their cell phones for business purposes only. In the event an employee uses a district-owned cell phone for other than business purposes, he/she shall keep such call to a reasonable length and reimburse the district for such non-business call within 30 days if expenses are incurred under such service plan. Failure to follow these guidelines and to reimburse the district may result in revocation of the phone and discipline of the employee.

As with any district-owned equipment, employees must take proper care of cell phones and take all reasonable precautions against damage, loss, or theft. Any damage, loss, or theft must be reported immediately to the Business Office.

Adoption date: June 15, 2005
Revised: October 4, 2006
Re-Adopted: July 6, 2011
Re-Adopted: July 3, 2012
USE OF CREDIT CARDS

The Board of Education permits the use of district credit cards (including credit arrangements such as gas credit cards and store credit accounts) by certain school officials to pay for actual and necessary expenses incurred in the performance of work-related duties and to purchase goods for the district. A list of those job titles that will be issued a district credit card will be maintained in the Business Office and reported to the Board each year at its reorganizational meeting in July.

The district shall establish a credit line not to exceed $5,000 for each card issued.

Credit cards may only be used for legitimate business expenditures. The use of credit cards is not intended to circumvent the district's policy on purchasing. Users must submit detailed documentation, including itemized receipts for commodities, services, travel and/or other actual and necessary expenses, which have been incurred in connection with school-related business for which the credit card has been used.

Users must take proper care of these credit cards and take all reasonable precautions against damage, loss, or theft. Any damage, loss, or theft must be reported immediately to the Business Office and to the appropriate financial institution.

Purchases that are unauthorized, illegal, represent a conflict of interest, are personal in nature or violate the intent of this policy may result in credit card revocation and discipline of the employee.

The Superintendent, or designee, shall provide a copy of this policy to each cardholder and inform each cardholder of the procedures governing the use of the credit card.

Cross-ref: 6700, Purchasing
6830, Expense Reimbursement

Ref: Education Law §§1724(1); 2524(1) (itemized, audited, and approved vouchers required)
Opns. St. Compt. No. 79-202 (use of multi-purpose credit cards by municipal employees)
Opns. St. Compt. No. 79-494
Opns. St. Compt. No. 78-897 (gas credit cards)

Note: Policy Draft

Adoption date: June 15, 2005
Re-adopted: July 6, 2011
Re-adopted: July 3, 2012
BETHLEHEM CENTRAL SCHOOL DISTRICT  
DELMAR, NEW YORK 12054

Fee Schedule for Use of School Facilities  
July 1, 2013

GROUP I  School Related Groups (President’s Council, Booster Clubs) 
GROUP II  Town of Bethlehem Parks & Recreation, Fire Department, Continuing Education 
GROUP III  All Other Groups (Resident) (Recreational Clubs, Profit Organizations) 
GROUP IV  Non-Resident/Non District Groups (not located in the Bethlehem School District)

<table>
<thead>
<tr>
<th>FACILITY</th>
<th>GROUP I *</th>
<th>GROUP II &amp; III *</th>
<th>GROUP IV *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom</td>
<td>No Charge</td>
<td>$7.00/hr.</td>
<td>$25.00/hr.</td>
</tr>
<tr>
<td>Auditoriums</td>
<td>No Charge</td>
<td>$15.00/hr.</td>
<td>$100.00/hr</td>
</tr>
<tr>
<td>Lobbies</td>
<td>No Charge</td>
<td>$5.00/hr.</td>
<td>$25.00/hr.</td>
</tr>
<tr>
<td>Cafeteria Elementary</td>
<td>No Charge</td>
<td>$12.00/hr.</td>
<td>$50.00/hr.</td>
</tr>
<tr>
<td>Cafeteria Secondary</td>
<td>No Charge</td>
<td>$17.00/hr.</td>
<td>$100.00/hr</td>
</tr>
<tr>
<td>Library Elementary</td>
<td>No Charge</td>
<td>$9.00/hr.</td>
<td>$25.00/hr.</td>
</tr>
<tr>
<td>Library Secondary</td>
<td>No Charge</td>
<td>$12.00/hr.</td>
<td>$100.00/hr</td>
</tr>
<tr>
<td>Gym – Elementary</td>
<td>No Charge</td>
<td>$12.00/hr.</td>
<td>$100.00/hr</td>
</tr>
<tr>
<td>Gym – Secondary</td>
<td>No Charge</td>
<td>$14.00/hr.</td>
<td>$125.00/hr</td>
</tr>
<tr>
<td>Fitness Center – Secondary</td>
<td>No Charge</td>
<td>$10.00/hr.</td>
<td>$125.00/hr</td>
</tr>
<tr>
<td>Pit – Secondary</td>
<td>No Charge</td>
<td>$5.00/hr.</td>
<td>$25.00/hr.</td>
</tr>
<tr>
<td>Wrestling Room – Secondary</td>
<td>No Charge</td>
<td>$5.00/hr.</td>
<td>$25.00/hr.</td>
</tr>
<tr>
<td>Athletic Fields</td>
<td>No Charge</td>
<td>$12.00/hr.</td>
<td>$75.00/hr.</td>
</tr>
<tr>
<td>Tennis Courts/Track Field</td>
<td>No Charge</td>
<td>$17.00/hr.</td>
<td>$125.00/hr</td>
</tr>
<tr>
<td>Parking Lot (1 hr. min)</td>
<td>No Charge</td>
<td>$5.00/hr.</td>
<td>$5.00/hr.</td>
</tr>
<tr>
<td>Pool (September – March)</td>
<td>N/A</td>
<td>Group II $20.00/hr.</td>
<td>$125.00/hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Group III $40.00/hr.</td>
<td></td>
</tr>
<tr>
<td>Pool (April – August)</td>
<td>N/A</td>
<td>$2500/mth.</td>
<td>+ $125.00/hr</td>
</tr>
</tbody>
</table>

* All groups will incur fees when additional costs are incurred by the district (e.g. custodial OT for weekend events, fund raisers, custodial regular time for large evening events) - Custodial OT charges: $20.00 per hour for Regular Overtime and $30.00 per hour for Holiday Overtime.

“Special Event” or Tournament Set-up Fee - To be determined on a case by case basis.
**Cafeteria (per hour)**
- Food Service Helper $10.00

**Office Workers (per hour)**
- Clerical $10.00
- Aides, and Monitors $10.00
- Technology Intern I $10.00
- Technology Intern II $17.75
- Substitute Calling $11.50
- Jump Start Program Staff $15.05

**Operations and Maintenance (per hour)**
- Custodial Substitute (September-June) $10.00
- Custodial Extra Help (July and August) $10.00

**School Nurse (per hour)**
- $24.00

**Transportation (per hour)**
- All Bus Drivers $22.00
- Mechanic Helper $10.00
- School Monitor (Bus Attendant) $10.00

**Instructional (per day)**
- Teachers $95.00
- (after 30 consecutive days) $215.00

**Home Tutors (per hour)**
- $22.50

**Interpreter Rate**
- $30.00

**Extended Day Tutors for ESL Students**
- $35.00

**Athletic Trainer/EMT (per hour)**
- $25.00

**Pool Monitor (per hour)**
- $10.00

**Student Lifeguard (per hour)**
- $7.50

**Transportation Department Training Program (per hour)**
- New Driver w/o License (maximum of 30 hours) $10.00
- New Driver with License (maximum of 15 hours) $10.00
- Bus Attendant (maximum 6 hours – In Service) $10.00
- Bus Attendant (maximum 20 hours for route) $10.00

*For Transportation Department in-service or training hours, to be payable, the applicant must complete all required qualifications for the position and have worked for the district for a minimum of six (6) months.*
RESOLUTION OF BOARD OF EDUCATION

FOOD AND CAFETERIA SUPPLIES
COOPERATIVE PURCHASING
SCHOOL YEAR 2013-2014

WHEREAS,
The Cooperative Purchasing Service is a plan of a number of public school districts in the Albany-Schoharie-Schenectady-Saratoga Counties Board of Cooperative Educational Services area (Capital Region BOCES) in New York, to bid jointly cafeteria supplies including but not limited to food, beverages and paper items, and

WHEREAS,
The School District named below is desirous of participating with other districts in the Capital Region BOCES in the joint bidding of the items mentioned above as authorized by General Municipal Law, Section 119-0, and

WHEREAS,
The School District named below wishes to appoint the Capital Region BOCES to advertise for bid, accept, tabulate bids and award bids on their behalf; therefore

BE IT RESOLVED,
That the Board of Education of the School District listed below hereby appoints the Capital Region BOCES to represent it in all matters relating above, and designates the Daily Gazette Newspaper as the legal publication for all related Cooperative Purchasing bid notifications, and,

BE IT FURTHER RESOLVED,
That the Board of Education of the School District listed below authorizes the Capital Region BOCES to represent it in all matters leading up to the entering into a contract for the purchase of the above mentioned commodities, and,

BE IT FURTHER RESOLVED,
That the Board of Education of the School District listed below agrees to (1) assume its equitable share of the costs of the Cooperative Bidding; (2) abide by majority decisions of the participating districts; (3) abide by the Award of the BOCES Board; (4) and that after the award of the bid it will conduct all negotiations directly with the successful bidder(s).

CERTIFICATION OF DISTRICT CLERK

I, _______________________________ , District Clerk of the

__________________________________ School District Board of
Education, hereby certifies that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on _____________.

__________________________________
Signature of District Clerk

__________________________________
Date
RESOLUTION OF BOARD OF EDUCATION

COOPERATIVE BIDDING
SCHOOL YEAR 2013-2014

WHEREAS,
The Cooperative Bidding (Purchasing) Service is a plan of a number of public school districts in the Board of Cooperative Educational Services of Albany-Schoharie-Schenectady-Saratoga Counties area (Capital Region BOCES) in New York, to bid jointly equipment, supplies and contractual items, and

WHEREAS,
The School District named below is desiring of participating with other districts in the Capital Region BOCES in the joint bidding of the items mentioned above as authorized by General Municipal Law, Section 119-o, and

WHEREAS,
This resolution shall not preclude the School District named below from separately bidding equipment, supplies and contractual items in those instances where only a single School District is seeking to make a purchase, and

WHEREAS,
the School District named below may at its option notify the Capital Region BOCES that it elects not to participate in a particular bid, and

WHEREAS,
The School District named below wishes to appoint the Capital Region BOCES to advertise for, bid, accept, tabulate bids and award bids on their behalf; therefore

BE IT RESOLVED,
That the Board of Education of the School District listed below hereby appoints the Capital Region BOCES to represent it in all matters relating above, and designates the Daily Gazette Newspaper as the legal publication for all related Cooperative Purchasing bid notifications, and,

BE IT FURTHER RESOLVED,
That the Board of Education of the Central School listed below authorizes the Capital Region BOCES to represent it in all matters leading up to and including the entering into a contract for the purchase of the above mentioned commodities and services, and,

BE IT FURTHER RESOLVED,
That the Board of Education of the School District listed below agrees to (1) assume its equitable share of the costs of the Cooperative Bidding; (2) abide by majority decisions of the participating districts; (3) abide by the Award of the BOCES Board; (4) and that after the award of the bid it will conduct all negotiations directly with the successful bidder(s).

CERTIFICATION OF DISTRICT CLERK

I, ____________________________________________, District Clerk of the ______________________________ School District Board of Education, hereby certifies that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on ____________.

Authorized Signature ___________________________ Date ___________________________
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To: The Board of Education

From: Kathleen Johnston

Date: June 26, 2013

Re: Parent Representatives for 13-14

The following parents would like to be Parent Representatives for the 2013-14 school years.

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<tr>
<th>Parent Representative</th>
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<td>Melissa Bowers</td>
<td>801 Elkin Court Delmar, NY 12054</td>
<td>512-3430</td>
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<tr>
<td>Francesca Casaregola</td>
<td>6 Journey Lane Glenmont, NY 12077</td>
<td>439-1406</td>
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<td>Danielle Bartholomew</td>
<td>92 Union Avenue S. Delmar, NY 12054</td>
<td>439-3182</td>
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<td>Lisa Metz</td>
<td>509 Huron Road, Delmar, NY 12054</td>
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<td>Braun, Karoline (Harrington)</td>
<td>72 Duncan Phyfe Lane Slingerlands, NY 12159</td>
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<td>Gail Landsman</td>
<td>1613 New Scotland Ave, Slingerlands, NY 12159</td>
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<td>Jennifer Bliss</td>
<td>56 Carstead Drive Slingerlands, NY 12159</td>
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IHO Rotational List Selection

You should contact Hearing Officers in the order they appear on the screen.

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Records 1 to 39 of 39
Bethlehem Central School District

Professional Development Plan

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- Professional Development Goals 1-2
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- Implementation Plan 2
- Mentoring 2
- Role Descriptions and Responsibilities 3-4
- Statement of Assurances 5

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  - C. Statement on Student Learning and Achievement 8
  - D. District Goals 9
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Preface

Bethlehem Central School’s Professional Development Plan represents the District’s commitment to the enhancement of student learning and achievement through the growth and development of professional staff. It is the intent of the District through this plan, to provide professional development opportunities that foster and support continuous improvement and continuing success of teachers and other professionals throughout the District.

Professional Development Planning Team

The process of creating the Professional Development Plan has been accomplished by the District’s Professional Practices Council (PPC). The Professional Development Committee of the PPC has served as the ad hoc work group in drafting the plan. Membership of the PPC is comprised of representative teachers, supervisors and administrators, supplemented with parent representation provided by BC’s Presidents’ Council. The roster of current year members is appended to the plan (Attachment A).

Needs Assessment/Data Analysis

In constructing its approach to professional development, the District considers various sources of information in the areas of student learning and achievement, key indicators and stakeholder input. Student learning and achievement information is drawn from student performance data, as exemplified by NYS Assessments, including Regents examinations and 3-8 assessments reported on the NYS School Report Card. Local assessment data and standardized test results also provide valuable insights to student learning.

Beyond this, each participant is solicited for evaluative feedback regarding specific aspects of individual professional development offerings. These evaluations provide information on both the quality and relevance/utility of the offering, with implications for its replication (Attachment B).

As a component of the annual process of professional development, a survey is distributed soliciting the input of all professional staff, regarding areas of perceived need for professional development (Attachment C).

Finally, the District has developed a “Statement on Student Learning and Achievement” (Attachment D), which articulates Bethlehem’s goals and objectives for student academic performance.

Professional Development Goals

Bethlehem seeks to provide professional development opportunities that will enable maximum instructional effectiveness of its faculty, in pursuit of District Goals (Attachment E) and BC’s Statement on Student Learning Achievement. This is
accomplished on an annual basis, addressing current and emerging themes consistent with this ongoing goal, and a commitment to continuous improvement.

**Relationship of Goals to Learning Standards**

Bethlehem has demonstrated its dedication and success in the integration of state-of-the-art learning standards throughout the District’s K-12 curriculum. BC curriculum documents have been recognized by NYSED and others as exemplary models of locally developed curricula that incorporate progressive learning standards.

In turn, the District supports professional development offerings that focus on effective instructional implementation of the curriculum. Bethlehem’s professional development program(s) is/are designed to ensure that learning standards are the heart of the District’s K-12 instructional program.

**Continuous Nature of Professional Development Goals**

Bethlehem recognizes that professional development must be ongoing to be effective; that it occurs best as a continuous professional endeavor. Themes and topics extend across years. Similarly, themes and topics are amended, supplemented and enhanced as our knowledge base grows. For example, a multi-year theme such as “Standards to Practice” may, and does, incorporate diverse areas of professional development related to such topics as instructional methodologies, classroom management, assessment strategies, learning standards, curriculum articulation, and instructional technologies, among others.

**Implementation Plan**

The Professional Development Plan will be implemented primarily through the activities of the District’s Professional Practices Council with the support of the Professional Advancement Committee. The District provides a substantial annual budget of local monies for this purpose and accesses applicable grant funds as well. The Staff Development Committee of the PPC accomplishes its charge on a detailed annualized schedule of activities. The annual cycle includes needs assessment and program development, implementation, and evaluation. On an annual basis, the professional development programs will include such opportunities as Superintendent’s Conference Day (Attachment F), three half-day professional development workshops, a catalog of instructional offerings (Attachment G), and special offerings such as BC’s Curriculum Technology Integration Project (Attachment H), professional conference participation, and sabbaticals, among others.

**Mentoring**

Statement of Purpose: To provide a research-based mentoring program for new Bethlehem Central teachers.
Rationale: The first year of teaching can be a difficult transition from the world of academia to the professional setting. Beginning teachers come to the educational community full of enthusiasm, but often need assistance in the practical application of instructional skills necessary for effective and efficient student learning. It is important to have beginning teachers start their careers not only with the education expectations of Bethlehem Central, but also with the practical skills necessary for the implementation of educational theory.

The Bethlehem Central Mentor Program provides the new teacher with the opportunity to receive ongoing support, encouragement and understanding to obtain success in this area. The Mentor Program provides exemplary tenured teachers to assist new staff through this initial phase of their careers. New teachers will find their competency, confidence and enthusiasm for teaching enhanced by their professional relationships with these role model teachers/mentors.

Goals:
- To maximize student achievement by improving teachers effectiveness and daily instruction.
- To integrate new teachers into the system of their building, the district and community.
- To enhance teacher’s ability to deal effectively with diverse groups of individuals and the different learning styles of children and adults.
- To retain highly qualified new teachers.
- To provide confidential, objective feedback about their teaching in a non-evaluative setting.
- To enable reflection about their teaching and their students’ learning.
- To assist in expanding the instructional repertoire.

Role Descriptions and Responsibilities

Building Administrators:
- Create a supportive school environment for mentor program.
- Collaborate on scheduling and approval of release time for mentors and/or apprentices.
- Work with the Mentor Coordinator on the pairing of mentors and apprentices, logistics and duty assignments.
- Collaborate with Mentor Coordinator on other district support programs available for new staff.

Mentor Committee:
- Review applications and select a Mentor Coordinator.
- Address any program concerns as referred by the Mentor Coordinator.
- Conduct an annual review and evaluation of the program.
- Review and approve program budget.
- Create and revise program documents.
Mentor Coordinator:
- Send program information letters to faculty soliciting new members for the mentor pool.
- Schedule and chair candidate interviews.
- Mentor selection notification.
- Work with the assistant superintendent to plan training and professional development opportunities through the year.
- Review program evaluations in October and April.
- Monitor mentor/apprentice responsibilities.
- Meet with mentor committee as needed (minimum of twice a year).
- Facilitate and support group meetings with mentors and associates (minimum of one per quarter).

Mentor:
- Support and enhance the first year experience of the apprentice teacher by participating fully in all aspects of the Bethlehem Central mentoring program.
- Meet 30 minutes per week (up to a total of two hours per month) outside the school day.
- Complete and submit summary logs.
- Complete and submit two Program Evaluations (October and April).
- Coordinate with building principals for half-day release time.
- Attend program orientation.
- Maintain a system of personal record keeping.
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 and 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
ATTACHMENT A:

Roster of PPC 2013-2014

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<td>2015</td>
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<tr>
<td>Bruff, Leslie</td>
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<td>2015</td>
</tr>
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<td>Baker, Annie</td>
<td>Middle School</td>
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</tr>
<tr>
<td>Atallah, Michelle</td>
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<td>2014</td>
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<td>Arket, Richard</td>
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<td>Letzring, Michael</td>
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</tr>
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<td>Majewski, Jason</td>
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<td>Edgar, Elizabeth</td>
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</tr>
<tr>
<td>Petraccone, Nick</td>
<td>Supervisor</td>
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</tr>
<tr>
<td>Hurst, David</td>
<td>Supervisor</td>
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</tr>
<tr>
<td>Klugman, Michael</td>
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<td>2014</td>
</tr>
<tr>
<td>Bonacquist, Heidi</td>
<td>Elementary Principal</td>
<td>2014</td>
</tr>
</tbody>
</table>
ATTACHMENT B: Evaluation Form

Bethlehem Central School District

Professional Development Evaluation Form

Title of Session: __________________________ Date: ______________
Name of Presenter: __________________________ Your Grade Level: ______

Please complete the items below. Rate each item as follows:


1. The objectives of the workshop were clear.
2. The concepts, activities and materials met the stated objectives.
3. The presentation was clear and well organized.
4. The presenter(s) were knowledgeable in the content presented.
5. The handouts and reference materials were helpful.
6. The workshop will enable me to use new ideas and practices.
7. This session will help me improve student achievement.
8. I recommend that this workshop be repeated.

General comments:

Topics of interest for future staff development:

Name (optional) __________________________ School (optional) __________________________

Return to presenter or send to Jody Monroe at ESC.
ATTACHMENT C: State of Student Learning and Achievement

BETHLEHEM CENTRAL SCHOOL DISTRICT

STATEMENT ON STUDENT LEARNING AND ACHIEVEMENT

GIVENS

1. As a district, we are committed to outstanding student achievement and continuous improvement, as measured by local, state and national assessments of community, state and national learning standards.

2. We will analyze and report student achievement on assessments and use this data to inform and direct budget, curriculum and staff development and instructional planning.

3. We are committed to ongoing and thoughtful analysis of student learning and achievement trends.

QUESTIONS

1. Recognizing the importance of state testing, what other assessments do we also emphasize to measure student learning and achievement?

2. How will we analyze national, state and local assessment results to determine areas for improvement?

3. How will we then connect this analysis to curriculum, staff and budget development and instruction, and then evaluate again?
ATTACHMENT D: District Goals

Bethlehem CENTRAL SCHOOL DISTRICT

KNOWLEDGE
Empowering all students to learn to the best of their ability

VALUE
Delivering high-quality programs and services that merit the community’s investment

CHARACTER
Building school culture that promotes integrity, respect and social responsibility

http://bcdl.k12.ny.us
ATTACHMENT E: Catalog of Instructional Offerings

Catalog of Instructional Offerings can be viewed in PDP Premier on http://www.eboces.org/wps/portal/MyeBOCES
Response to Intervention PLAN

Grades K-5

Bethlehem Central School District

2013-2014
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<td>Behavior Assessment</td>
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<td>Resources for RTI</td>
<td>12</td>
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</tbody>
</table>
RtI Team Members:
Child Study Team members for each building will be the RtI team members. The Behavior Support Team (BST) will be used to help with student behaviors and social emotional.

Summary of RtI:
Response to intervention is the practice of providing high quality instruction and intervention matched to student needs. This process seeks to close achievement gaps for all students. A multi-tier prevention system is established to increase student achievement. Data will be used to identify students at risk, monitor progress and provide appropriate interventions to increase student learning. This multi-tier approach will be utilized to ensure that a learning disability is based on extensive and accurate information and not the result of the instructional program. (NYS Guidance Document Response to Intervention, and National Center on Response to Intervention Essential Components of RtI).

Appropriate Instruction:
Appropriate instruction indicates a program that provides high quality research based instruction to all students provided by quality teachers. Instruction will be differentiated to meet diverse student needs. The curriculum will be aligned to the NYS core curriculum (http://www.p12.nysed.gov/clai/commoncorestandards/) and instructional strategies will utilized a formative assessment process. (NYS Guidance Document Response to Intervention).

Appropriate instruction in reading means ‘explicit and systematic instruction’ in phonemic awareness, phonics, vocabulary, fluency and reading comprehension. Early literacy instruction will consist of a 90 minute block of instruction daily. (NYS Guidance Document Response to Intervention).

Appropriate instruction in mathematics includes instruction in problem-solving, arithmetic skill and fluency, conceptual knowledge/ number sense and reasoning ability. (NYS Guidance Document Response to Intervention).

Appropriate instruction in behavioral interventions include; use of a classroom management plan, behavioral contracts, individualized behavior plans, behavioral report cards and 504 plans.

School wide Screening and Progress Monitoring:
Screening is an assessment procedure that involves quick, efficient and repeated testing of academic skills throughout the year to identify students who are “at-risk” for academic failure and require monitoring or further assessment (NYS Guidance Document Response to Intervention).

Screenings of all students will take place three times per year using the AIMS Web Assessment System. These screenings will take place in the fall, winter and spring. Following each screening, CST will meet to review every student’s assessment data and identify student who score below the AIMS Web level benchmarks. Any child who scores below the established benchmark will be considered at risk. Students identified to be at risk will then be given the Fountas & Pinnell assessment to more accurately predict students who are truly at risk for poor learning outcomes. This second screening will involve additional and more in-depth testing. The reading specialists will meet with each classroom teacher to review their assessment scores and identify student needs and potential services.

For behavior, all students will follow the classroom management plan. The BST will recommend use of the Aims web BESS (Behavioral and Emotional Screening System) will be utilized.
Students who do not meet the benchmark score will be progress monitored using the (AIMS web system) 1x per month for students at Tier 1; 2x per month for students at Tier 2 or 4x per month for students at Tier 3. The classroom teacher is responsible for progress monitoring their students unless they are receiving other remedial (reading, math, special education) services. In this case, the remedial teacher will complete the progress monitoring.

Progress monitoring of students will assess student performance over time, to quantify rates of improvement or responsiveness to instruction, to evaluate instructional effectiveness and for students who are not responding to instruction, to formulate an individualized plan/program. This plan may include increasing the intensity of the intervention such as lengthening the instructional time, increasing the frequency of the instructional session, reducing the size of the instructional group or adjusting the level of instruction. This could also include providing intervention support from a teacher with more experience or skill such as a reading specialist. (National Center on Response to Intervention Essential Components of Rti).

Date Based Decision Making:
Screening and progress monitoring data will be reviewed to determine the effectiveness of the core curriculum and instruction as well as identify areas where professional development may be needed. If more than 20% of the total population are not meeting benchmark or making adequate progress towards established benchmarks, the school will evaluate its overall curriculum and instructional program. If less than 20% are not making adequate progress then the school will focus on focusing on additional interventions needed for this population. (NYS Guidance Document Response to Intervention).

Levels of Intervention (Tier 1, 2, 3):

Tier 1 (80-90% of students)

Tier 1 is commonly identified as the core instructional program provided to all students by the general education teacher in the general education classroom. Components of this level include a core curriculum and interventions that are research based, universal screening, differentiated instruction, and a daily 90 minute block of instruction in reading. No more that 10-20% of your students will need targeted Tier 1 interventions. K-5 teachers should identify the specific need such as fluency, decoding, phonemic awareness, phonics, vocab, oral reading skills and reading comprehension.

For behavior all students will follow the classroom management plan.

Tier 2 (5-15% of students)

Classroom instruction and/or small group instruction (within classroom or alternate location)

Tier 2 intervention is typical small group supplemental instruction (3-5 students). This instruction is provided in addition to the core instruction. Intervention should be based on student needs after reviewing student assessment data. Intervention may take place in the regular classroom setting or in an alternate location. The length of time a student spends in the second tier of intervention may vary from nine to 30 weeks depending
on skills needed, rate of progress, student age and developmental level. Tier 2 interventions will not start until Tier 1 interventions have been implemented and documented. Once this has occurred a referral to CST may be completed.

For behavioral needs these groups could be social skills groups, banana splits, friendship groups; provided by Guidance Counselors and Social Workers.

Tier 3 (1.5% of students)

Tier 3 intervention is designed for students who demonstrate insufficient progress in Tier 2. Time, duration, group size, frequency and focus are factors that differ from Tier 2. This tier provides greater individualized instruction in a small group setting. Instruction is provided by highly skilled staff based on academic and behavioral needs identified by student performance data. (NYS Guidance Document Response to Intervention). Tier 3 interventions will not start until Tier 2 interventions have been implemented and documented. Once this has occurred a referral to CST and BST may be completed. For behavioral needs this would be Functional Behavioral Assessment (FBA) and Behavioral Intervention Plan (BIP).

<table>
<thead>
<tr>
<th>Table: Description of Critical Elements in a 3-Tier Rti Model</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Elements</strong></td>
</tr>
<tr>
<td>Size of instructional group</td>
</tr>
<tr>
<td>Mastery requirements on content</td>
</tr>
<tr>
<td>Behavior – follow classroom management plan</td>
</tr>
<tr>
<td>Frequency of progress monitoring</td>
</tr>
<tr>
<td>Frequency of intervention provided</td>
</tr>
<tr>
<td>Duration of Intervention</td>
</tr>
</tbody>
</table>

Adapted and reprinted with permission from Johnson, E., Mellard, D., Fuchs, D., McKnight, M. for NRCLD (2006, August) Responsiveness to Intervention (Rti): How to Do It
Disability Identification:
If a student fails to respond to intervention, the student may have a learning disability or other disability that requires further evaluation. If a student has not made adequate progress in attaining grade level standards after an appropriate period of time, the school district must make a referral and promptly request parental consent to evaluate the student to determine if the student needs special education services and programs. (NYS Guidance Document *Response to Intervention*).

Parent Notification:
Parents of all students will be notified of screening results. Results will be shared with parents in the fall at parent teacher conferences and at the end of the year. The screening results will be included on the elementary report card.

Parents of students who are identified at risk who will be receiving Tier 2 supplemental intervention of above will receive written notification, consistent with section 100.2 (ii)(1)(vi) of the Regulations of the Commissioner of Education which includes the:

- Amount and nature of the data that will be used to monitor a student’s progress;
- Strategies to increase the student’s rate of learning; and
- Parent’s right to refer the student for special education services.

(NYS Guidance Document *Response to Intervention*).

Teacher Referral Process:
Any teacher can make a referral to the CST committee to review an individual student’s assessment data and progress. This referral should be submitted to the Building Principal. The CST & BST will then meet to review the data and meet with the teacher to discuss the student’s progress and areas of need. Forms are available on the BCSD Intranet System (EagleNet). They must be completed online and submitted electronically.

APPENDIX
<table>
<thead>
<tr>
<th>Assessment Name</th>
<th>Grade Level</th>
<th>When Administered</th>
<th>What's Assessed</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIMS Web</td>
<td>Grades K-5</td>
<td>3 x year for benchmark assessment (Sept.– Oct. 1, Jan 1– Feb 1, May 1– June 1)</td>
<td>Grade K: Fall</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Progress Monitoring for students who do not meet benchmark on assessments - 1X per month or 2X per month depending on level of need</td>
<td>• Letter Naming Fluency</td>
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<td></td>
<td></td>
<td>• Letter Sound Fluency</td>
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<td>Winter</td>
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<td></td>
<td></td>
<td></td>
<td>• Letter Naming Fluency</td>
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<td></td>
<td></td>
<td></td>
<td>• Letter Sound Fluency</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Phoneme Segmentation Fluency</td>
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<td></td>
<td></td>
<td></td>
<td>• Nonsense Word Fluency</td>
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<td></td>
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<td>Spring</td>
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<td></td>
<td></td>
<td></td>
<td>• Letter Naming Fluency</td>
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<td></td>
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<td>• Letter Sound Fluency</td>
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<tr>
<td></td>
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<td>• Phoneme Segmentation Fluency</td>
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<td>• Nonsense Word Fluency</td>
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<td>Grade 1: Fall</td>
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<td></td>
<td></td>
<td></td>
<td>• Letter Naming Fluency</td>
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<td>• Letter Sound Fluency</td>
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<td>• Phoneme Segmentation Fluency</td>
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<td>• Nonsense Word Fluency</td>
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<td></td>
<td>• R-CBM-Reading</td>
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<td>• MAZE</td>
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<td>Winter</td>
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<td></td>
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<td>• Phoneme Segmentation Fluency</td>
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<td>• Nonsense Word Fluency</td>
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<td>• R-CBM-Reading</td>
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<td>• MAZE</td>
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<td></td>
<td>• Nonsense Word Fluency</td>
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<td></td>
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<td></td>
<td>• R-CBM-Reading</td>
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<td></td>
<td>• MAZE</td>
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<td>Early Literacy Profile</td>
<td>Grade K</td>
<td>September, January as needed</td>
<td>Grades 2-5: Fall, Winter, Spring</td>
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<td>• R-CBM-Reading</td>
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<td>• MAZE</td>
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<td>• Rhyming Words</td>
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<td></td>
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<td>• Spelling</td>
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<td>Grade Level</td>
<td>When Administered</td>
<td>What's Assessed</td>
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<td>Fountas &amp; Pinnell</td>
<td>Grades K-5</td>
<td>Fall and Spring required; January as needed</td>
<td>• Comprehension</td>
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<td></td>
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<td>• Fluency</td>
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<td></td>
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<td>• Writing</td>
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<td></td>
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<td></td>
<td>• Decoding</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>• Sight Words</td>
</tr>
<tr>
<td>NYS ELA Exam</td>
<td>Grades 3-5</td>
<td>1x year (Spring)</td>
<td>NYS Common Core Standards</td>
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</table>

**OPTIONAL READING ASSESSMENTS**

These assessments may be administered by any teacher/RTI provider as needed. The RTI committee may request that a classroom teacher administer any of these assessments to accurately assess a student’s area(s) of need.

<table>
<thead>
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<th>Assessment Name</th>
<th>Grade Level</th>
<th>When Administered</th>
<th>What's Assessed</th>
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</thead>
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<td>QRI (Qualitative Reading Inventory-4)</td>
<td>Grades 1-5</td>
<td>Ongoing as needed for students who score below benchmark on AIMS Web or need further evaluation</td>
<td>• Word Identification</td>
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<td></td>
<td></td>
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<td>• Fluency</td>
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<td></td>
<td></td>
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<td>• Comprehension</td>
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<tr>
<td>Rigby</td>
<td>Grades K-3</td>
<td>Ongoing as needed for students who score below benchmark on AIMS Web or need further evaluation</td>
<td>• Comprehension</td>
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<td>• Decoding</td>
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<tr>
<td>Woodcock Reading Mastery</td>
<td>Grades K-5</td>
<td>Ongoing as needed for students who score below benchmark on AIMS Web or need further evaluation</td>
<td>• Decoding</td>
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<td>• Sight Words</td>
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<td></td>
<td></td>
<td></td>
<td>• Comprehension</td>
</tr>
<tr>
<td>Running Records</td>
<td>Grades K-5</td>
<td>Ongoing as needed for students who score below benchmark on AIMS Web or need further evaluation</td>
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<tr>
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<td>• Fluency</td>
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## MATH ASSESSMENTS

### REQUIRED ASSESSMENTS

<table>
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<tr>
<th>Assessment Name</th>
<th>Grade Level</th>
<th>When Administered</th>
<th>What's Assessed</th>
</tr>
</thead>
</table>
| AIMS Web                 | Grades K-5  | 3 x year for benchmark assessment (Sept.–Oct. 1, Jan 1–Feb 1, May 1–June 1)       | Grade K: Fall, Winter, Spring  
  - Test of Early Numeracy  
    - Oral Counting  
    - Number Identification  
    - Quantity Discrimination  
    - Missing Number  
  Grade 1: Fall, Winter, Spring  
  - Test of Early Numeracy  
    - Oral Counting  
    - Number Identification  
    - Quantity Discrimination  
    - Missing Number  
  - M-COMP  
  Grades 2-5: Fall, Winter, Spring  
  - M-COMP  
  - M-CAP |
| Basic Facts Timed Test   | Grades 1-5  | Ongoing throughout academic year (12 timed tests)                                 | Basic Facts                                                                    |
| BCSD Interim Assessments | Grades K-3  | 3 x year (Nov, Mar, Jun)                                                          | NYS Common Core Standards  
  BCSD Curriculum          |
| NYS Math Exam            | Grades 3-5  | 1 x year (Spring)                                                                 | NYS Common Core Standards                                                     |

### OPTIONAL MATH ASSESSMENTS

These assessments may be administered by any teacher/RTI provider as needed. The RTI committee may request that a classroom teacher administer any of these assessments to accurately assess a student's area(s) of need.

<table>
<thead>
<tr>
<th>Assessment Name</th>
<th>Grade Level</th>
<th>When Administered</th>
<th>What's Assessed</th>
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<tbody>
<tr>
<td>Pearson – envision Math Diagnosis</td>
<td>Grades K-5</td>
<td>Ongoing as needed for students who score below benchmark on AIMS Web or need further evaluation</td>
<td>NYS Common Core Standards</td>
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<td>Intervention System</td>
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<td>Assessment Name</td>
<td>Grade Level</td>
<td>When Administered</td>
<td>What’s Assessed</td>
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<td>-------------------------------------------------------</td>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>Classroom Management Plan</td>
<td>K-5</td>
<td>Discussed and posted in each room. Agreed upon by teacher, student and parent</td>
<td>• Behavior during year</td>
</tr>
<tr>
<td>Individual School Dress Code Harassment, Hazing and Bullying Policy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Code of Conduct</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>BESS Behavioral and Emotional Screening</td>
<td>K-12</td>
<td>As reference to Tier II</td>
<td>• A quick reliable and systematic way to screen for behavioral and emotional issues in children and adolescents.</td>
</tr>
<tr>
<td>FBA/BIP Contract</td>
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</table>
Resources for RtI

NYS Common Cored Standards

Dial 3 Assessment-Developmental Indicators for the Assessment of Learning
http://psychcorp.pearsonassessments.com/HAIWEB/Cultures/en-us/Productdetail.htm?Pid=PAA13700

PALS (Phonological Awareness Literacy Screening)
http://pals.virginia.edu/index.html

AIMS Web  http://www.aimsweb.com/

Florida Center for Reading Research http://www.fcrr.org

Intervention Central http://www.interventioncentral.org/

Reading Rockets http://www.readingrockets.org/

Dana Center Math Toolkit  http://www.utdanacenter.org/mathtoolkit/

XP Math  http://www.xpmath.com/

Mathematics Institute for Learning Disabilities and Difficulties http://3tiermathmodel.org/
  Username: texas teacher
  Password: mathematics

TERC Investigations  http://investigations.terc.edu/curric-math/

The Meadows Center: Tier II Supplemental Mathematics Intervention (Grades 3 and 4)
RESOLUTION

At a duly called meeting of the Board of Education of the Bethlehem Central School District held on July 2, 2013, on a motion made by ____________ and seconded by ____________.

WHEREAS, the Board of Education of the Bethlehem Central School District (the "Board") previously deemed the Education Services Center, located at 90 Adams Place, Delmar, New York (the "Ed. Center") to be of no operational use or value to the District;

WHEREAS, the Board authorized the Chief Business and Financial Officer to work with a licensed and qualified real estate broker to determine the value of the Ed. Center and to market it for sale;

WHEREAS, as a result of these efforts, an offer to purchase the Ed. Center has been made and a contract for the sale of the Ed. Center has been presented to the Board for its review and approval;

WHEREAS, the Board has reviewed the contract and finds the terms to be acceptable;

NOW THEREFORE, BE IT RESOLVED, that the President of the Board is authorized and directed to sign the contract to sell the Ed. Center to Integrated Associates, LLC, for four hundred and twenty-five thousand dollars ($425,000) under the terms and conditions set forth in the contract proposed by Integrated Associates, LLC in the form accompanying this resolution and allowing for non-material changes to those terms and conditions as a result of advice of the school attorneys; and

BE IT FURTHER RESOLVED, that the passage of this resolution shall trigger the thirty (30) day period under Education Law §1804(6)(c) in which a permissive referendum may be petitioned for to submit the question of the sale of the property to the District voters; and

BE IT FURTHER RESOLVED, that the members of Board shall execute the deed at the time of closing which shall occur not less than thirty (30) days after the passage of this resolution; and

BE IT FURTHER RESOLVED, that the President of the Board is authorized and directed to sign any other documents necessary or desirable to consummate the transaction.

Dated: July 2, 2013

Votes: __ In favor
       __ Opposed
       __ Abstentions

______________________________ District Clerk