



BOARD OF EDUCATION MEETING AGENDA
July 11, 2023 (Re-Organizational Meeting)
5:30 PM - NEW YORK MILLS UFSD LIBRARY

- Jacqueline Edwards
- Jeremy Fennell
- Jonathan Fiore
- Kimberly Gyore
- Kristin Hubley
- Steve King
- Robert Mahardy, Jr.

Agenda Item	Who	Information Distributed	Action	Notes
1. MEETING CALL TO ORDER	District Clerk		Procedural	
1.1 Pledge to the Flag			Procedural	
I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.				
1.2 Reading of the New York Mills UFSD Mission Statement.			Procedural	
Through combined efforts of the students, staff, parents and community members, our mission is to foster the confidence, knowledge, cognition, and character necessary to instill a strong work ethic, to create an environment of tolerance and respect, and to ignite an attitude of inquiry and enthusiasm for learning that will enable students to become productive, responsible citizens.				
1.3 Acceptance of Agenda		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No ___ Abstain ___
2. PRESENTATIONS AND COMMITTEE REPORTS				
2.1 Administer Oath to Superintendent	District Clerk		Information	

The Oath: "I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of School Superintendent according to the best of my ability."

2.2 Oath of Board Members

District Clerk

Information

The Oath: "I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of School Board Member according to the best of my ability.

2.3 Election of New President

Action

1st _____ 2nd _____ / Yes ___ No ___ Abstain ___

2.4 Election of New Vice President

Action

1st _____ 2nd _____ / Yes ___ No ___ Abstain ___

2.5 Annual Board Appointments

Action

1st _____ 2nd _____ / Yes ___ No ___ Abstain ___

- a. District Treasurer - Lisa Stamboly
- b. School Attorneys - Ferrara, Fiorenza PC
- c. Central Treasurer, Extra Activities Account – Marybeth Abbadessa
- d. Internal Claims Auditor - Christine Hurlbut

2.6 Board Sub-Committees

Information

- Policy Committee –
- Finance Committee
- Survey& Communications Committee –
- Transportation Committee –
- Health & Safety Committee –
- Facilities Committee –
- SBI Committee –

2.7 Action Consent items 2.8 through 2.14

Action

1st _____ 2nd _____ / Yes ___ No ___ Abstain ___

Action (Consent)

Our adopted rules of Parliamentary Procedure, Robert’s Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member. 2.8 through 2.14

2.8 External District Auditor

Appoint: Bonadio & Company, LLC

2.9 403b Service Providers

Renew: OMNI Group Service Agreement

2.10 Financial Advisor				
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Appoint: R.G. Timbs, Inc.

2.11 Bond Council				
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Appoint: Timothy McGill

2.12 School Physician				
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Appoint: BOCES Physician Service

2.13 Lead Evaluators				
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Appoint M. Facci and D. DiSpirito as Lead Evaluators for Teachers and J. M. LaGase as Lead Evaluator for Principals and Teachers

2.14 Tax Collectors				
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Appoint Margaret Hardy, Whitestown and Oneida County, New Hartford

2.15 Action Consent items 2.16 through 2.27		Action	1 st _____ 2 nd _____ / Yes ___ No ___ Abstain ___	
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Action (Consent)

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member. 2.16 through 2.27

2.16 Authorization to Participate in the following Consortiums:				
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- a. Central New York School Employees Workers Compensation Plan
- b. Oneida-Herkimer-Madison Area Schools Property & Casualty Insurance Group
- c. Madison-Oneida-Herkimer Health Insurance Consortium
- d. Herkimer-Fulton-Hamilton-Otsego BOCES Disability Insurance Consortium

2.17 Sub-Committee on Special Education for K-12 School:				
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- Mary Facci and O-H-M BOCES Special Education Chairperson
- Special Education Teacher
- Child's Guidance Counselor
- Parent Member
- Child's Special Education and/or Regular Education Teacher(s)
- BOCES/School Social Worker
- BOCES School Psychologist

2.18 Committee on Special Education:				
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- Mary Facci and O-H-M BOCES Special Education Chairperson
- Special Education Teacher

BOCES School Psychologist
BOCES/School Social Worker
Parent Member
BOCES School Physician Service
Child's Guidance Counselor
Child's Special Education and Regular Education Teacher(s)

2.19 Committee on Special Education for Pre-School Education:

Mary Facci and O-H-M BOCES Special Education Chairperson
Special Education Teacher
BOCES School Psychologist
BOCES/School Social Worker
Parent Member
BOCES School Physician Service
Preschool Teacher
Special Education Teacher of the child

2.20 District Specific List for Impartial Hearing Officers:

As maintained by the New York State Education Department Impartial Hearing Reporting System - On-Line

2.21 Resolution: New York Public Officers Law Section 18 (see attachment)

2.22 Community/School Organizations:

Parent Teacher Student Organization
Marauder Athletic Booster Club
School District Foundation

2.23 Annual Board Designations:

- a. Official Bank Depository - M&T Bank and Citizens Bank
- b. Investment Banks: Any bank deemed profitable by the District Treasurer
- c. Authorization Signatures on Checks: School Treasurer and Superintendent of Schools
- d. Authorized Signatures on Extra-Curricular Activities Account - K-12 Executive Principal's Secretary, District Treasurer, Superintendent of Schools
- e. Authorize Wire Transfers Up to \$2 million with the exception of Serial Bond Payments - District Treasurer
- f. Budget Transfers authorization - Superintendent of Schools or Treasurer as their designee
- g. Authorization Use of Credit Card - Superintendent of Schools
- h. Official Newspaper - Utica Observer Dispatch
- i. Medicaid Compliance Officer - Mary Facci

2.24 Annual Authorization:

- a. Certification of Payroll - Superintendent of Schools
- b. Establishment of K-12 Petty Cash Fund - \$300 Marybeth Abbadessa, custodian
- c. Purchasing Agent - Lisa Stamboly, School Treasurer

- d. Superintendent or his/her designee be authorized to make transfers of appropriations within the budget of each program or service per board policy
- e. Authorization for participation and payment of dues: School Boards Institute, Association of School Business Organization, New York State Council of School Superintendents and Rural Schools Association.
- f. Superintendent Conference Approval (local, state, and national)
- g. Mileage reimbursement rate: IRS reimbursement rate
- h. Staff/Curriculum Development: \$25 per hour and Tutorial and Home Bound Instruction \$28 per hour
- i. Ticket Taker/Scanner \$20/hour, Clock/Timer: \$35/Game, Announcer: \$35/game Site Supervisor: \$35/hour, Shot Clock or Scorebook: \$35/game, Event Staff/Security: \$25/hour, Athletic Trainer:\$35/hour. (Please see Section III Event Voucher for Section III Rates).
- j Records Retention Officer - Superintendent's Secretary
- k. Records Access Officer – District Clerk
- l. Asbestos LEA Designee – Custodial Supervisor
- m. Civil Rights, Title IX, ADA Coordinator and Sexual Harassment Compliance Officer - Superintendent of Schools or Designee
- n. Dignity Act Coordinators - Mary Facci
- o. Pesticide Application for Emergencies – Custodial Supervisor
- p. Data Privacy Officer - Superintendent of Schools – Michele D. LaGase

2.25 Bonds:

- a. District Treasurer, Lisa Stamboly - \$1,000,000
- b. District Clerk - \$100,000
- c. Central Treasurer, Marybeth Abbadessa - \$1,000,000

2.26 2023-2024 Tuition Rate:

100% of the State Education Department Formula (currently estimated K-6 - \$6,041.00; 7-12 - \$12,310.00 (subject to change in November.)

2.27 Day and Time of Monthly Meeting:

BOARD OF EDUCATION
 MEETING DATES 2023-2024
 Tuesday, August 1, 2023
 Tuesday, September 12, 2023
 Tuesday, October 3, 2023
 Tuesday, November 7, 2023
 Tuesday, December 5, 2023
 Tuesday, January 9, 2024
 Tuesday, February 6, 2024
 Tuesday, March 5, 2024 – Budget Workshop #1
 Tuesday, March 19, 2024 – Budget Workshop #2
 Tuesday, April 2, 2024 Adopt Budget for Vote
 Tuesday, April 16, 2024 (Vote on BOCES Admin Budget)
 Tuesday, May 7, 2024 (Public Budget Hearing)

Tuesday, May 21, 2024 (Budget Vote and BOE Election)

Tuesday, June 4, 2024

All meetings begin at 6:00 p.m. unless otherwise noted

* July 2, 2024 (Reorganizational Meeting for 2024-25)

2.28 Re-adopt Board Policies and Code of Ethics			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
2.29 Board Presidential Appointments:			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
Appoint Executive Committee Member. Alternate Committee Member to School Board Institute				
2.30 Career & Technical Education Advisory Council			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
BOCES Council				
2.31 BOCES Cooperative Bids			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
Authorization for Participation Therein				
2.32 Mass Care Facility Usage			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
Authorization for Superintendent to Commit School District to a. Army Reserve b. American Red Cross				
2.33 Resolution to Approve Substitute Rates		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
3. CONSENT AGENDA				
3.1 Business Office Reports		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
3.2 CSE Reports		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
3.3 Approval of the Previous Minutes	June 6, 2023	Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___

3.4 Approval of the Previous Minutes	June 12, 2023	Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
4. OLD BUSINESS				
4.1 Resolution - Policy 4506 Fundraising Activities – Adopt		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5. NEW BUSINESS				
5.1 Personnel Report		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.2 AS-7 Contract for the 2023-2024 School Year between Oneida-Herkimer-Madison BOCES and New York Mills UFSD		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.3 Resolution- Contract for the 2023-2024 School Year between Upstate Cerebral Palsy and New York Mills UFSD		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.4 Resolution - Contract for the 2023-2024 School Year between U & S Services Inc. and New York Mills UFSD		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.5 Non-Resident/Non-Tuition Students		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.6 Approval of Combined Contract with Notre dame Jr./Sr. HS – Girls Field Hockey (Varsity and Modified)		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.7 Approval of Combined Contract with Oriskany CSD – Boys Soccer (Modified)		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.8 Resolution – Approval of the Contracted Service Agreement with R. G.		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___

Timbs, Inc. Financial Advisor Services for the 2023-2024 School Year.				
5.9 Resolution – Abolishment of 1 FTE Position- English Tenure Track		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.10 Resolution – Abolishment of 1 FTE Position – Teacher Assistant		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.11 Resolution – Policy 2304 Participation at Board Meetings – First Read		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.12 Approval of Subcommittee – Facilities/Beekman Gymnasium		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.13 Approval of Open Gym – 7-12 Basketball Program		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
6. K-12 REPORTS				
6.1 Executive Principal K-12	M. Facci		Information	
6.2 Interim Principal K-12	D. DiSpirito		Information	
7. SUPERINTENDENT’S REPORT				
7.1 Enrollment Update	M. LaGase	Yes	Information	
7.2 Superintendent’s Update	M. LaGase		Information	
8. COMMUNICATIONS				
8.1 From the Floor -	District Clerk	Yes	Information	

Persons wishing to speak should first be recognized by the President, then identify themselves, any organization they may be representing at the meeting, and the agenda topic or other matter of public concern about our schools that they wish to discuss. Topics must be addressed one at a time with each individual's comments limited to three (3) minutes for a total of twelve (12) minutes designated for the public comment agenda item.

8.2 Board Discussion

9. EXECUTIVE SESSION – (If Needed)	BOE		Time: _____	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
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9.1 Return to General Session	BOE		Time: _____	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
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10. ADJOURNMENT

10.1 Adjournment			Time: _____	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
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****§105. Conduct of executive sessions.**

1. Upon a majority vote of its total membership, taken in an open meeting pursuant to a motion identifying the general area or areas of the subject or subjects to be considered, a public body may conduct an executive session for the below enumerated purposes only, provided, however, that no action by formal vote shall be taken to appropriate public moneys:

- a. matters which will imperil the public safety if disclosed;**
- b. any matter which may disclose the identity of a law enforcement agent or informer;**
- c. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;**
- d. discussions regarding proposed, pending or current litigation;**
- e. collective negotiations pursuant to article fourteen of the civil service law;**
- f. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;**
- g. the preparation, grading or administration of examinations; and**
- h. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.**

2. Attendance at an executive session shall be permitted to any member of the public body and any other persons authorized by the public body.

2.21 Public Officers Law

Section 18 Defense and indemnification of officers and employees of public entities

Public Officers (PBO)
SHARE

Defense and indemnification of officers and employees of public entities. 1.
As used in this section, unless the context otherwise requires:

(a) The term "public entity" shall mean (i) a county, city, town, village or any other political subdivision or civil division of the state, (ii) a school district, board of cooperative educational services, or any other governmental entity or combination or association of governmental entities operating a public school, college, community college or university, (iii) a public improvement or special district, (iv) a public authority, commission, agency or public benefit corporation, or (v) any other separate corporate instrumentality or unit of government; but shall not include the state of New York or any other public entity the officers and employees of which are covered by section seventeen of this chapter or by defense and indemnification provisions of any other state statute taking effect after January first, nineteen hundred seventy-nine.

(b) The term "employee" shall mean any commissioner, member of a public board or commission, trustee, director, officer, employee, volunteer expressly authorized to participate in a publicly sponsored volunteer program, or any other person holding a position by election, appointment or employment in the service of a public entity, whether or not compensated, but shall not include the sheriff of any county or an independent contractor. The term "employee" shall include a former employee, his estate or judicially appointed personal representative.

(c) The term "governing body" shall mean the board or body in which the general legislative, governmental or public powers of the public entity are vested and by authority of which the business of the public entity is conducted.

2. The provisions of this section shall apply to any public entity:

(a) whose governing body has agreed by the adoption of local law, by-law, resolution, rule or regulation (i) to confer the benefits of this section upon its employees, and (ii) to be held liable for the costs incurred under these provisions; or

(b) where the governing body of a municipality, for whose benefit the public entity has been established, has agreed by the adoption of local law or resolution (i) to confer the benefits of this section upon the employees of such public entity, and (ii) to be held liable for the costs incurred under these provisions.

3. (a) Upon compliance by the employee with the provisions of subdivision five of this section, the public entity shall provide for the defense of the employee in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of his public employment or duties. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or at the behest of the public entity employing such employee.

(b) Subject to the conditions set forth in paragraph (a) of this subdivision, the employee shall be entitled to be represented by private counsel of his choice in any civil action or proceeding whenever the chief legal officer of the public entity or other counsel designated by the public entity determines that a conflict of interest exists, or whenever a court, upon appropriate motion or otherwise by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by counsel of his choice, provided, however, that the chief legal officer or other counsel designated by the public entity may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. Reasonable attorneys' fees and litigation expenses shall be paid by the public entity to such private counsel from time to time during the pendency of the civil action or

proceeding with the approval of the governing body of the public entity.

(c) Any dispute with respect to representation of multiple employees by a single counsel or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the court upon motion or by way of a special proceeding.

(d) Where the employee delivers process and a written request for a defense to the public entity under subdivision five of this section, the public entity shall take the necessary steps on behalf of the employee to avoid entry of a default judgment pending resolution of any question pertaining to the obligation to provide for a defense.

4. (a) The public entity shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in a state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the employee was acting within the scope of his public employment or duties; provided further that in the case of a settlement the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of settlement by the governing body of the public entity.

(b) Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this subdivision shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

(c) Nothing in this subdivision shall authorize a public entity to indemnify or save harmless an employee with respect to punitive or exemplary damages, fines or penalties, or money recovered from an employee pursuant to section fifty-one of the general municipal law; provided, however, that the public entity shall indemnify and save harmless its employees in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that an employee, acting within the scope of his public employment or duties, has, without willfulness or intent on his part, violated a prior order, judgment, consent decree or stipulation of

settlement entered in any court of this state or of the United States.

(d) Upon entry of a final judgment against the employee, or upon the settlement of the claim, the employee shall serve a copy of such judgment or settlement, personally or by certified or registered mail within thirty days of the date of entry or settlement, upon the chief administrative officer of the public entity; and if not inconsistent with the provisions of this section, the amount of such judgment or settlement shall be paid by the public entity.

5. The duty to defend or indemnify and save harmless prescribed by this section shall be conditioned upon: (i) delivery by the employee to the chief legal officer of the public entity or to its chief administrative officer of a written request to provide for his defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading within ten days after he is served with such document, and (ii) the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the public entity based upon the same act or omission, and in the prosecution of any appeal.

6. The benefits of this section shall inure only to employees as defined herein and shall not enlarge or diminish the rights of any other party nor shall any provision of this section be construed to affect, alter or repeal any provision of the workers' compensation law.

7. This section shall not in any way affect the obligation of any claimant to give notice to the public entity under section ten of the court of claims act, section fifty-e of the general municipal law, or any other provision of law.

8. Any public entity is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this state, or authorized by law to transact business in this state, against any liability imposed by the provisions of this section, or to act as a self-insurer with respect thereto.

9. All payments made under the terms of this section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited

and paid in the same manner as other public charges.

10. The provisions of this section shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

11. Except as otherwise specifically provided in this section, the provisions of this section shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any unit, entity, officer or employee of any public entity by, in accordance with, or by reason of, any other provision of state or federal statutory or common law.

12. Except as otherwise provided in this section, benefits accorded to employees under this section shall be in lieu of and take the place of defense or indemnification protections accorded the same employees by another enactment; unless the governing body of the public entity shall have provided that these benefits shall supplement, and be available in addition to, defense or indemnification protection conferred by another enactment.

13. The provisions of this section shall also be applicable to any public library supported in whole or in part by a public entity whose governing body has determined by adoption of a local law, ordinance, by-law, resolution, rule or regulation to confer the benefits of this section upon the employees of such public library and to be held liable for the costs incurred under these provisions.

14. If any provision of this section or the application thereof to any person or circumstance be held unconstitutional or invalid in whole or in part by any court, such holding of unconstitutionality or invalidity shall in no way affect or impair any other provision of this section or the application of any such provision to any other person or circumstance.



Resolution to Approve Substitute Rates

Be It Resolved that the New York Mills Union Free School District Board of Education approve the following substitute rates for the 2023-2024 School Year:

- Teachers: Certified \$120.00/day
- Uncertified \$100.00/day
- Curriculum: \$25.00/hour
- Tutor: \$28.00/hour
- Teaching Assistant: \$100.00/day
- Nurse: \$18.10/hour
- Bus Drivers: \$15.90/hour
- Clerical: \$14.20/hour
- School Monitors: \$13.90/hour
- Maintenance: \$13.90/hour

Motion _____

Second _____

Yes _____ No _____

Respectfully Submitted,

Paula May
District Clerk Pro Tempore

CLAIMS AUDITORS LOG						
Date	Check Number	Amount	Name	Problem	Resolution	
5/5/2023	50701	\$112.40	Giruzzi Plumbing & Heating	wrong vendor-Boces realized	Boces voided check and issued new check #59723 5/5/2023	
5/19/2023	59720	\$8,986.00	Tours by Design	wrong amount	Boces voided check and issued new check #59770 for \$8,636.00	

New York Mills Union Free School District
Extra-Curricular Fund
May 31st- June 30, 2023

<u>Name</u>	<u>Beginning Balance</u>	<u>Receipts</u>	<u>Payments</u>	<u>Ending Balance</u>
Class of 2023	\$1,141.32		\$1,141.32	\$0.00
Class of 2024	\$13,714.86		\$250.00	\$13,464.86
Class of 2025	\$4,628.79			\$4,628.79
Class of 2026	\$7,064.55			\$7,064.55
Class of 2027	\$2,109.42			\$2,109.42
Class of 2028	\$2,469.25			\$2,469.25
Varsity Club	\$1,202.12	\$900.00		\$2,102.12
Student Council	\$10,278.21	\$977.10	\$2,560.47	\$8,694.84
Nat. Honor Society	\$445.44			\$445.44
Yearbook Club	\$6,379.57	\$1,045.00	\$51.97	\$7,372.60
Band Club	\$160.72			\$160.72
Elementary Drama	\$3,319.54			\$3,319.54
HS Drama/Chorus	\$7,728.77	\$210.00	\$100.00	\$7,988.77
Interest earned as of 8/31/22				
Tax				
Model UN	\$1,202.73			\$1,202.73
Technology Club	\$0.00			\$0.00
After Prom Party	\$2,020.00			\$2,020.00
Total	\$63,865.29	\$3,132.10	\$4,103.76	\$62,893.63

Returned checks

Outstanding Checks

Reconciliation

Ending Book Balance
 Outstanding Checks
 Deposits in Transit
 Reconciled Balance

\$0.00 Total

Total

Ending M&T Bank Balance
 Difference

Total

Apr-23 Credit Card Statement					
Transaction Date	Post Date	Credit Card	Amount	Comment	
4/17/2023	4/18/2023	Walmart.com	\$37.11	12 pack of 12 count binder clips	
4/21/2023	4/24/2023	Sticker Mule	\$249.00	200 stickers for Lily Corathers 6th grade moving up	
4/21/2023	4/24/2023	Walmart.com	\$16.22	Notary Public Log	
4/21/2023	4/24/2023	Home Dept	\$548.00	Refrigerator - Fidgeidare 13.9 cu.ft. in white HS Home and Careers Room	
		Total	\$850.33		

3.3 Approval of the Previous Minutes



BOARD OF EDUCATION MEETING MINUTES
June 6, 2023
6 PM - NEW YORK MILLS UFSD LIBRARY

- | | |
|-------------------------------------|---------------------|
| <input checked="" type="checkbox"/> | Kristin Hubley |
| <input checked="" type="checkbox"/> | Kimberly Gyore |
| <input type="checkbox"/> | Jacqueline Edwards |
| <input type="checkbox"/> | Jonathan Fiore |
| <input checked="" type="checkbox"/> | Michelle Jordan |
| <input checked="" type="checkbox"/> | Steve King |
| <input checked="" type="checkbox"/> | Robert Mahardy, Jr. |

Agenda Item	Who	Information Distributed	Action	Notes
1. MEETING CALL TO ORDER				
1.1 Pledge to the Flag	K. Gyore		Procedural	
1.2 Reading of the New York Mills UFSD Mission Statement.	M. Jordan		Procedural	
1.3 Acceptance of Agenda	K. Hubley	Yes	Action	1 st M. Jordan 2 nd R. Mahardy / Yes <u>5</u> No ___ Abstain ___
2. PRESENTATIONS AND COMMITTEE REPORTS				
2.1 President's Message	K. Hubley		Information	K. Hubley thanked the community for voting and presented the Order of the Orange and Blue to Michelle Jordan.
2.2 Internal Auditor's Report	C. Hurlbut		Information	C. Hurlbut is waiting on audit documents and will update the Board at a later date.
2.3 District-Wide Safety Plan	M. LaGase		Information	

2.4 BOCES Representative Report	G. Porcelli		Information	None
2.5 Committee Reports	BOE		Information	
<p>Policy Committee: Jacqueline Edwards/Chair, Kimberly Gyore (6/26) Facilities Committee: Michelle Jordan/Chair, Jacqueline Edwards (6/26) The committee met last month. Fence is done. We are just waiting on the gate. Communications Committee: Robert Mahardy/Chair, Michelle Jordan (6/13) – Meeting was rescheduled. Safety Committee: Steve King/Chair, Rob Mahardy (TBD) – The committee met on 5/31/23 – Securing building after hours was the main focus. Transportation Committee: Steve King/Chair, Jonathan Fiore (6/13 *If needed) Finance: Jonathan Fiore/Chair, Kimberly Gyore, Jacqueline Edwards (6/6) – The meeting will be rescheduled. SBI: Steve King (SBI Alternate: Kristin Hubley) – Next meeting scheduled for September.</p>				
3. CONSENT AGENDA				
3.1 Approval of 3.2 through 3.4	K. Hubley	Yes	Action	1 st M. Jordan 2 nd K. Gyore Yes <u>5</u> No ___ Abstain ___
3.2 Business Office Reports		Yes		
3.3 CSE Reports		Yes		
3.4 Approval of the Previous Minutes	May 2, 2023 May 2, 2023 May 16, 2023	Yes	Action	1 st M. Jordan 2 nd S. King / Yes <u>5</u> No ___ Abstain ___ (Public Budget Hearing) (Board of Education Meeting) (Budget Vote/ Board Election)
4. OLD BUSINESS				
4.1 Capital Update	M. LaGase		Information	
5. NEW BUSINESS				
5.1 Personnel Report		Yes	Action	1 st M. Jordan 2 nd S. King / Yes <u>5</u> No ___ Abstain ___

5.2 Resolution – Municipal Cooperative Agreement to Provide Health Benefits		Yes	Action	1 st M. Jordan 2 nd R. Mahardy / Yes <u>5</u> No ___ Abstain ___
5.3 Approval of the BOCES Contract/Rental of Facilities/Distance Learning Classrooms		Yes	Action	1 st M. Jordan 2 nd R. Mahardy / Yes <u>5</u> No ___ Abstain ___
5.4 Approval of the DCMO BOCES Contract/Generic Resolution		Yes	Action	1 st M. Jordan 2 nd S. King / Yes <u>5</u> No ___ Abstain ___
5.5 Resolution – 8103 Acceleration Policy		Yes	Action	1 st M. Jordan 2 nd K. Gyore / Yes <u>5</u> No ___ Abstain ___
5.6 Resolution – 8103.3 Acceleration Regulation		Yes	Action	1 st M. Jordan 2 nd R. Mahardy / Yes <u>5</u> No ___ Abstain ___
5.7 Resolution – 4506 Student Fundraising Activities		Yes	Action	1 st M. Jordan 2 nd K. Gyore / Yes No ___ Abstain ___ *Tabled
5.8 Resolution – 8301 Homebound Instruction		Yes	Action	1 st M. Jordan 2 nd S. King / Yes <u>5</u> No ___ Abstain ___
5.9 Resolution –8500 Special Education Programs and Services		Yes	Action	1 st M. Jordan 2 nd R. Mahardy / Yes <u>5</u> No ___ Abstain ___
5.10 Resolution – Approval of the Revised Contract with Western New York Educational Service Council		Yes	Action	1 st M. Jordan 2 nd R. Mahardy / Yes <u>5</u> No ___ Abstain ___
5.11 Resolution – Approval of the Articulation Agreement with Thompkins Cortland Community College		Yes	Action	1 st M. Jordan 2 nd K. Gyore / Yes <u>5</u> No ___ Abstain ___
5.12 Resolution – Approval of the Contracted Service Agreement with Developmental Therapy Associates Occupational & Physical Therapy, PLLC		Yes	Action	1 st M. Jordan 2 nd S. King / Yes <u>5</u> No ___ Abstain ___

			Yes	Action	1 st M. Jordan 2 nd R. Mahardy / Yes <u>5</u> No ___ Abstain ___				
5.13 Resolution – Approval of the Intermunicipal Agreement with Madison-Oneida BOCES for the 2023-2024 school year			Yes	Action	1 st M. Jordan 2 nd R. Mahardy / Yes <u>5</u> No ___ Abstain ___				
5.14 Approval of the Combined Contract with Notre Dame Jr./Sr. HS – Girls Soccer			Yes	Action	1 st M. Jordan 2 nd R. Mahardy / Yes <u>5</u> No ___ Abstain ___				
5.15 Resolution – Abolishment of 1 FTE Positions – Social Studies and Special Education			Yes	Action	1 st M. Jordan 2 nd R. Mahardy / Yes <u>5</u> No ___ Abstain ___				
5.16 Resolution – Creation of the Split FTE Position – Social Studies/Special Education			Yes	Action	1 st M. Jordan 2 nd R. Mahardy / Yes <u>5</u> No ___ Abstain ___				
5.17 Resolution – Accept Anonymous Donation to the Varsity Club			Yes	Action	1 st M. Jordan 2 nd K. Gyore / Yes <u>5</u> No ___ Abstain ___				
6. K-12 REPORTS									
6.1 Executive Principal K-12	M. Facci			Information	Excused Absence				
6.2 Interim Principal K-12	D. DiSpirito			Information					
D. DiSpirito will be taking over Thursday's award ceremony. Kindergarten moving up is on 6/21 at 9:00 a.m. 6 th grade graduation is on 6/21 at 10:00 a.m.									
7. SUPERINTENDENT'S REPORT									
7.1 Enrollment Update	M. LaGase		Yes	Information					
7.2 Superintendent's Update	M. LaGase		Yes	Information					
8. COMMUNICATIONS									
8.1 From the Floor -	District Clerk			Information					

Persons wishing to speak should first be recognized by the President, then identify themselves, any organization they may be representing at the meeting, and the agenda topic or other matter of public concern about our schools that they wish to discuss. Topics must be addressed one at a time with each individual's comments limited to three (3) minutes for a total of twelve (12) minutes designated for the public comment agenda item.

8.2 Board Discussion					
9. EXECUTIVE SESSION (if needed)	BOE	Time _____	Discussion/Action	1 st _____ 2 nd _____ / Yes ___ No ___ Abstain ___	
9.1 Return to General Session	BOE	Time _____	Action	1 st _____ 2 nd _____ / Yes ___ No ___ Abstain ___	
10. ADJOURNMENT					
10.1 Adjournment		Time 6:58 p.m.	Action	1 st M. Jordan 2 nd K. Gyore / Yes <u>5</u> No ___ Abstain ___	

**§105. Conduct of executive sessions.

1. Upon a majority vote of its total membership, taken in an open meeting pursuant to a motion identifying the general area or areas of the subject or subjects to be considered, a public body may conduct an executive session for the below enumerated purposes only, provided, however, that no action by formal vote shall be taken to appropriate public moneys:
 - a. matters which will imperil the public safety if disclosed;
 - b. any matter which may disclose the identity of a law enforcement agent or informer;
 - c. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
 - d. discussions regarding proposed, pending or current litigation;
 - e. collective negotiations pursuant to article fourteen of the civil service law;
 - f. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
 - g. the preparation, grading or administration of examinations; and
 - h. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.
2. Attendance at an executive session shall be permitted to any member of the public body and any other persons authorized by the public body.

3.4 Approval of the Previous Minutes



BOARD OF EDUCATION MEETING MINUTES

June 12, 2023

5:30 PM - LIBRARY

- Kristin Hubley
- Kimberly Gyore
- Jacqueline Edwards
- Jonathan Fiore
- Michelle Jordan
- Steve King
- Robert Mahardy, Jr.

Agenda Item	Who	Information Distributed	Action	Notes
1. MEETING CALL TO ORDER				
1.1 Pledge to the Flag	K. Gyore		Procedural	
1.2 Reading of the New York Mills UFSD Mission Statement.	R. Mahardy		Procedural	<i>Through combined efforts of students, staff, parents and community members, our mission is to foster the confidence, knowledge, cognition, and character necessary to instill a strong work ethic, to create an environment of tolerance and respect, and to ignite an attitude of inquiry and enthusiasm for learning that will enable students to become productive, responsible citizens.</i>
1.3 Acceptance of Agenda	K. Hubley	Yes	Action	1 st S. King 2 nd J. Edwards / Yes <u>6</u> No ___ Abstain ___
2. NEW BUSINESS				
2.1 Request - Use of a School Bus/Fuel Reimbursement for Summer Recreation Program/Village of NYM		Yes	Action	1 st M. Jordan 2 nd R. Mahardy / Yes <u>6</u> No ___ Abstain ___
2.2 Approval of the Request for Facilities Use - NY Mills Village Summer Recreation Program		Yes	Action	1 st M. Jordan 2 nd K. Gyore / Yes <u>6</u> No ___ Abstain ___

3. EXECUTIVE SESSION

3.1 EXECUTIVE SESSION

BOE Time _____ Discussion/Action 1st _____ 2nd _____ / Yes ___ No ___ Abstain ___

3.2 Return to General Session (time)

BOE Time _____ Action 1st _____ 2nd _____ / Yes ___ No ___ Abstain ___

4. ADJOURNMENT

4.1 Adjournment

Time: Action 1st J. Edwards 2nd K. Gyore / Yes 6 No ___ Abstain ___
6:27 p.m.

**§105. Conduct of executive sessions.

1. Upon a majority vote of its total membership, taken in an open meeting pursuant to a motion identifying the general area or areas of the subject or subjects to be considered, a public body may conduct an executive session for the below enumerated purposes only, provided, however, that no action by formal vote shall be taken to appropriate public moneys:
 - a. matters which will imperil the public safety if disclosed;
 - b. any matter which may disclose the identity of a law enforcement agent or informer;
 - c. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
 - d. discussions regarding proposed, pending or current litigation;
 - e. collective negotiations pursuant to article fourteen of the civil service law;
 - f. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
 - g. the preparation, grading or administration of examinations; and
 - h. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.
2. Attendance at an executive session shall be permitted to any member of the public body and any other persons authorized by the public body.



4.1

**RESOLUTION TO APPROVE THE STUDENT FUNDRAISING
ACTIVITIES POLICY**

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the revised policy #4506, Fundraising Activities Policy, as per the file, be approved.

Yes ____ No ____

Respectfully Submitted,

Paula May
District Clerk Pro Tempore

STUDENT FUNDRAISING ACTIVITIES

- I. The New York Mills Union Free School District recognizes that students, staff, and student organizations may wish to express support for the District by conducting fund-raising drives. While the Board of Education respects such expressions of support, it also requires that such approved fund-raising projects be conducted so that they do not interfere with educational objectives, educational responsibilities or community standards. Fund-raising projects shall be for the purpose of acquiring equipment or items that will enhance the educational program.
- II. The established principles and provisions herein shall govern fund-raising within the District:
 - A. The use of students, school buildings and facilities by any individual or organization for private gain shall be prohibited, except where specifically permitted by law and Policy 1001, Community Use of School Facilities.
 - B. The Board of Education believes that it is poor policy to depend on the solicitation of financial contributions to meet the needs of the school or to finance extra-curricular activities. Therefore, it is the policy of any kind from the District to hold fund-raising campaigns by pupils, staff and parental organizations to a bare minimum.
 - C. The Board of Education wants to avoid the appearance of impropriety or illegality in allowing private profit-making firms to solicit or conduct business on school property. The use of students, school buildings and other facilities by any organization or individual for private gain, or any purpose involving private gain, shall be prohibited.

School sponsored groups may have activities approved in which the “arrangement is a public benefit, i.e. where it serves a school purpose and any benefit accruing to the private entry is merely incidental to such public purpose.” (Appeal of Gary Credit Corporation, 26 Ed. Dept. Rep 414).

New York Mills School District employees and students may not solicit funds from students during school hours for any charitable cause or organization.

However, it shall not be a violation of this Policy:

1. To raise funds through a transaction in which something of value is received by the donor, and a portion of the proceeds are a contribution, e.g. band concert tickets, candy bars, etc. (outside the hours of required school attendance);

POLICY

FISCAL MANAGEMENT

4506

STUDENT FUNDRAISING ACTIVITIES

2. To collect material goods, such as clothing or food, for charitable purposes, provided the material is collected in a manner that it is not apparent which students have contributed or what each student has contributed;
3. To inform students of community-based charitable fundraising activities and to encourage their participation after school hours; or
4. For a student organization recognized pursuant to Policy 4501, Extra classroom Activities Accounts to participate in a community service activity consistent with its constitution, and to solicit funds in support of that activity outside the hours of required school attendance.

D. Fund-raising projects by students, ~~staff and school related organizations~~ shall require the prior approval of the student council and Executive Principal. ~~Fundraising by staff and school related organizations shall require the prior approval of the Executive Principal and shall be held to a minimal number~~ **maximum of two (2) per year.**

1. Elementary school students (K-6) are prohibited from door- to-door solicitation.
2. The following guidelines are for the administration to utilize when approving fundraising activities:

All secondary grade levels may run one fund raiser per year. The Executive Principal can determine if a class needs a second fund raiser due to extenuating circumstances.
3. Approval will be granted for such fund-raising purposes as student awards, library books, teacher recognition activities, supplemental playground equipment, assemblies, out-of-state trips and equipment replacement.
4. Instructional materials, supplies and textbooks, teacher conferences, classroom furniture, drapes, room carpeting, etc. are the fiscal responsibility of the Board of Education. Field trips are a part of the total educational experience and are the responsibility of the Board of Education.
5. Should the Executive Principal have any questions, he/she should consult the Superintendent of Schools.
6. Each group, which provides funds for use of in schools, must supply an

POLICY

FISCAL MANAGEMENT

4506

STUDENT FUNDRAISING ACTIVITIES

annual financial summary at the end of each school year. The summary must include the amount of funds raised for use in schools and the allocation of such funds. Student groups involved in extra-classroom activities must also abide by Regulation 4501.1.

7. **The Executive Principal can determine if a staff member or a school related organization needs an additional fundraiser due to extenuating circumstances.**

- E. To govern school sales and student fund-raising activities, the Board of Education's policy is that such activity shall be:
1. Appropriate to the age or grade level;
 2. Such that no student is prevented from participating by the high cost of the activity or by his/her limited financial resources;
 3. In the conduct of the campaign for funds, no quotas may be set for pupils, and donations must be entirely voluntary without any pressure which compares that giving of one pupil with the giving of another;
 4. All monies collected by student organizations must be carried into the proper accounts in the activity accounts of the Executive Principal's office according to the Extra-Classroom Activity Funds Regulations;
- F. Policy pertaining to In-School Student Fund-Raising
- Any request for an in-school fund-raising activity and/or sale by a student organization must be presented to the Student Council for their decision. Upon approval by the Student Council, the request must be presented to the Executive Principal.
1. The purpose and type of any fund-raising activities in which money is to be collected from the general public by any group for students using the name of the New York Mills Union Free School District, or of any student organization sponsored by the school, must have the prior written approval of Student Council and the Executive Principal.
 2. There will be no fund raising of this type at the K-6 level.
 3. Cumulative monies raised by the senior class will be used in their senior year for caps and gowns, yearbook, Senior "swag", graduation ceremony

POLICY

FISCAL MANAGEMENT

4506

STUDENT FUNDRAISING ACTIVITIES

expenses such as flowers and videographer, the class trip, and the prom as funds allow.

4. The Board of Education is authorized to take the balance of funds left by the graduating classes and use such funds for the general welfare of the school. The Student Council and Senior Class Officers shall be consulted for suggestions.

G. Regulations Governing School-Related Organizational Fund-Raising

School-related organizational fund-raising activities must conform to the additional guidelines, as follow, when utilizing the buildings and property of the School District:

1. All proposed fund-raising activities to be conducted under the name of the school-related group and involving the use of either school property, buildings, or the participation students must first have the prior written approval of the Executive Principal. A Building Use Request Form must accompany requests for the use of a school building or facility.
2. Activities to be conducted during the school day and on school grounds must be approved by the Executive Principal and placed on the building calendar. All other activities must be approved by the Executive Principal and superintendent and placed on the district's calendar. Requests submitted by August 15 of each school year will be given first consideration.
3. The Superintendent will then exercise his/her discretion for approving or disapproving a school related group fund-raising project. Any such approved project may not violate the Education Law, the rules of the Board of Regents or the New York State constitution, which all generally state that revenue for private purposes/gain may not be produced on school property.
4. Funds raised by the parental groups and intended for use in schools or for students must comply with this Regulation.

D. Regulations pertaining to raffles

1. School affiliated organizations (i.e. those that have among their dominant purpose support of the schools' programs) may conduct "small" raffles on school district property, in accordance with the NYS General Municipal Law, as long as the total raised from any one raffle is not more than 5,000.00 and the total amount raised by one group for a calendar year is not more than \$25,000.00.

POLICY

FISCAL MANAGEMENT

4506

STUDENT FUNDRAISING ACTIVITIES

2. The sponsoring group (PTSO, Sports Boosters, Foundation, etc.) must be “not for profit”, have been in existence for at least three years, and must have a charter, certificate of incorporation, or constitution that includes among its dominant purposes support of the schools’ programs, and have at least 75% of its activities be other than the conduct of games of chance. Proof of these requirements must be submitted to the Superintendent of Schools.
 3. The sponsoring group must also submit to the superintendent in writing the following information:
 - A. Type of raffle
 - B. When the raffle is proposed to take place
 - C. Where the raffle is proposed to take place
 - D. The manner in which the raffle is proposed to be run
 4. Following the submission of information as per requirements two and three above, the Superintendent will grant or deny permission for the raffle, request additional information before making a decision, and/or require certain changes prior to approval.
 5. Once permission is received for a raffle:
 - A. Only persons eighteen (18) years of age or older shall purchase raffle tickets, sell raffle tickets, or conduct or assist in the conduct of a raffle drawing.
 - B. The District generally encourages that all raffles take place on school property and discourages selling raffle tickets door to door or at shopping areas.
- III. The Board of Education authorizes the Superintendent of Schools to define further the standards for the conduct of fund-raising projects within the District, in accordance with the premises of this policy.

New York Mills Union Free School District

Legal Ref: NYS Constitution, Article 8, §1; NYS Education Law § and 414; 8 N.Y.C.R.R. 172.1 et. seq.; Commissioner’s Decisions #7780 (July 1, 1967).

Adopted: 03/06/01

New York Mills Union Free School District - Personnel Report School Yr. 2023-2024
Board of Education Meeting: 7/11/2023

NAME	TENURE	ASSIGNMENT	CERTIFICATION	SALARY/RATE OF	EMPLOYEE	EFFECTIVE DATE	END OF
<i>The commencement dates of the appointments are "subject to the employees' obtaining all necessary clearances from the State Education Department".</i>							
I. Non-instructional Appointments							
Edward Shepard	Civil Service	Cleaner - Probationary		\$15.81 per hour	Mark Burnop	7/12/2023	
Amanda VanEtten	Civil Service	Substitute - Cleaner		\$13.90 per hour		7/12/2023	
II. Instructional Appointments							
Bryan Waterman	School Counselor	7-12 School Counselor	Certified	\$63,203	Debra Ellis	7/31/2023	Tenure - 7/1/2026
III. Advisors and Coordinators							
Alyssa Vanno		National Honor Society		\$1,530.00		2023-2024 School Year	
Marissa Rys		Varsity Club - Co-Advisor (Stephen, Davis)		\$702.00		2023-2024 School Year	
Stephen Davis		Varsity Club - Co-Advisor (Marissa Rys)		\$702.00		2023-2024 School Year	
IV. Change in Employment Status - Workforce Reduction							
Ronald Klopfanstein	Non-Tenured	English - 7-12	Certified	\$60,547.00		7/12/2023	*PEL
Amanda Edwards	Non-Tenured	Teacher Assistant	Certified	\$22,445.00		7/12/2023	*PEL
V. Coaching							
Christopher Edick		Open Gym - Basketball Program 7-12	C	Volunteer		7/12/2023 - 9/6/2023	
Logan Murphy		Open Gym - Basketball Program 7-12	TCL1	Volunteer		7/12/2023- 9/6/2023	
VI. Resignations							
Amanda Sullivan	Tenured	Elementary Teacher	Certified	\$58,670.00		8/4/2023	

Teacher Key: Certification Listed or 'N' Uncertified
 Teacher Assistant Key: 'C' Certified Teacher, 'CTA I' Certified Teaching Assistant Level I, 'CTA II' Certified Teaching Assistant Level II, 'CTAIII' Certified Teaching Assistant Level III,
 'TAP' Pre-Professional ^see attachment
 Coaches: 'CPE' Certified Physical Education Teacher 'C' Certified Teacher 'TCL' Temporary Coaching License, 'PCL' Professional Coaching License
 *Represents 80% payment for an individual who is placed in charge of two sports programs in a given season

5.1



5.2

NEW YORK MILLS UNION FREE SCHOOL DISTRICT

ONEIDA-HERKIMER-MADISON BOCES- AS-7 CONTRACT

BE IT RESOLVED that the New York Mills Board of Education authorizes the Superintendent of Schools to enter into an agreement with Oneida-Herkimer-Madison BOCES for services outlined in the AS-7 Contract for the 2023-2024 school year.

YES _____ NO _____

Respectfully Submitted,

Paula May
District Clerk Pro Tempore



Oneida-Herkimer-Madison BOCES

P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070
www.oneida-boces.org

Scott Morris

Assistant Superintendent for Support Services

T: 315.793.8566

F: 315.793.8652

smorris@oneida-boces.org

June 12, 2023

Ms. Michele LaGase
Superintendent
New York Mills Union Free School
New York Mills, New York 13417

Dear Ms. LaGase,

Enclosed is your AS-7 Contract for the 2023-2024 school year.

Please have both copies approved and signed by your Board of Education.

Return BOTH copies to Oneida-Herkimer-Madison BOCES. Once the contracts are signed by our board, you will receive a fully executed copy for your records.

If you should have any questions, please do not hesitate to call our office at (315) 793-8552.

Sincerely,

Scott Morris
Assistant Superintendent for
Support Services

SM:ct
Attachment

ONEIDA HERKIMER MADISON BOCES
PO BOX 70
4747 MIDDLE SETTLEMENT ROAD
NEW HARTFORD, NY 13413-0070

Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2023 by and between the ONEIDA HERKIMER MADISON BOCES, party of the first part, NEW YORK MILLS UFSD, party of the second part.

WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law.

IT IS THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 school year at the indicated cost:

Program/ Contract No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Unit				
010	ADMINISTRATIVE COSER	581.0000	109.6004	PER RWADA		-0.01	63,677.82	0.00	63,677.82
010	RENT	581.0000	18.2067	PER RWADA		0.00	10,578.09	0.00	10,578.09
020	CAPITAL FUND	581.0000	117.8560	PER RWADA		0.00	68,474.34	0.00	68,474.34
010	OCCUPATIONAL EDUCATION	0.0000	0.0000	STUDENT AVG		355,272.00	355,272.00	0.00	355,272.00
010	OCCUPATIONAL EDUCATION-HANDICAPPED	6.0000	9,133.0000	PER STUDENT		0.00	54,798.00	0.00	54,798.00
010	8:1:2 PROGRAM	11.0000	39,295.0000	TUITION RATE		0.00	432,245.00	0.00	432,245.00
715	8:1:2 PROGRAM SPEECH IMPAIRED - RS	2.0000	4,553.0000	PER HOUR		0.00	9,106.00	0.00	9,106.00
721	8:1:2 PROGRAM SOCIAL WORKERS	14.0000	4,015.0000	PER 1/2 HOUR		0.00	56,210.00	0.00	56,210.00
722	8:1:2 PROGRAM OCC THERAPY - RS	1.0000	4,825.0000	PER HOUR		0.00	4,825.00	0.00	4,825.00
010	12:1:1 ADJUSTMENT PROGRAM	2.0000	49,700.0000	TUITION RATE		0.00	99,400.00	0.00	99,400.00
721	ADJUSTMENT- COUNSELING -RS	2.0000	4,015.0000	PER 1/2 HOUR		0.00	8,030.00	0.00	8,030.00
010	12:1:1 MILD/MODERATE PROGRAM	5.0000	29,720.0000	TUITION RATE		0.00	148,600.00	0.00	148,600.00
715	12:1:1 MILD/MODERATE SPEECH IMP-RS	2.0000	4,553.0000	PER HOUR		0.00	9,106.00	0.00	9,106.00
720	12:1:1 MILD/MOD PHYS THERAPY-RS	2.0000	4,720.0000	PER HOUR		0.00	9,440.00	0.00	9,440.00
721	12:1:1 MILD/MODERATE COUNSELING-RS	4.0000	4,015.0000	PER 1/2 HOUR		0.00	16,060.00	0.00	16,060.00
722	12:1:1 MILD/MODERATE OCC THER - RS	2.0000	4,825.0000	PER HOUR		0.00	9,650.00	0.00	9,650.00
020	TRANSITION SERVICES	11.0000	5,213.0000	PER STUDENT		0.00	57,343.00	0.00	57,343.00
010	12:1:4 DEV/MD PROGRAM	6.0000	39,910.0000	TUITION RATE		0.00	239,460.00	0.00	239,460.00
715	12:1:4 DEV/MD SPEECH - RS	4.0000	4,553.0000	PER HOUR		0.00	18,212.00	0.00	18,212.00
720	12:1:4 DEV/MD PHYS THERAPY-RS	1.0000	4,720.0000	PER HOUR		0.00	4,720.00	0.00	4,720.00
721	12:1:4 DEV/MD SOCIAL WORKER - RS	5.0000	4,015.0000	PER 1/2 HOUR		0.00	20,075.00	0.00	20,075.00

ONEIDA HERKIMER MADISON BOCES
PO BOX 70
4747 MIDDLE SETTLEMENT ROAD
NEW HARTFORD, NY 13413-0070

Contract for Cooperative Educational Services

ONEIDA HERKIMER MADISON BOCES
NEW YORK MILLS UFSD

School Year 2023-24

Item/Item No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/Share	Unit Cost	Cost Basis	Current Fixed Cost				
722 12:1:4 DEV/MD	OCCUP THERAPY-RS	2.0000	4,825.0000	PER HOUR	0.00	9,650.00	0.00	9,650.00	
010 6:1:2	PROGRAM	2.0000	79,142.0000	STUDENT FTE	0.00	158,284.00	0.00	158,284.00	
010 ART		0.8000	124,524.0000	PER FTE	0.00	99,619.20	0.00	99,619.20	
010 GUIDANCE		0.6000	129,289.5000	PER FTE	0.00	77,573.70	0.00	77,573.70	
010 TECHNOLOGY		0.7000	123,148.0000	PER FTE	0.00	86,203.60	0.00	86,203.60	
010 NURSE PRACTITIONER		0.1000	127,029.0000	PER FTE	0.00	12,702.90	0.00	12,702.90	
010 MEDICAL DIRECTOR		1.0000	1,963.7000	DOSHS DIRECTOR	0.00	1,963.70	0.00	1,963.70	
020 SCHOOL PHYSICIAN		1.0000	1,054.5300	PHYS CONSULTANT	0.00	1,054.53	0.00	1,054.53	
010 SCHOOL PSYCHOLOGIST		0.4000	105,335.0000	PER FTE	0.00	42,134.00	0.00	42,134.00	
010 SPEECH IMPAIRED		0.7000	114,305.0000	PER FTE	0.00	80,013.50	0.00	80,013.50	
010 VISUALLY IMPAIRED		0.0500	146,249.0000	PER FTE	0.00	7,312.45	0.00	7,312.45	
010 OCCUPATIONAL THERAPY		0.5000	113,505.0000	PER FTE	0.00	56,752.50	0.00	56,752.50	
010 HOME ECONOMICS		0.6000	116,844.5000	PER FTE	0.00	70,106.70	0.00	70,106.70	
010 ENGLISH/SECOND LANG. INTR.		0.8000	105,011.0000	PER FTE	0.00	84,008.80	0.00	84,008.80	
469 AUDIOLOGY/OSWEGO BOCES		0.0000	0.0000	X-CONTRACT	5,592.51	5,592.51	0.00	5,592.51	
010 General Supervision		0.6000	135,667.0000	FTE	0.00	81,400.20	0.00	81,400.20	
010 PERFORMING ARTS		1.0000	1,605.0000	BASE/USAGE	2,200.00	3,805.00	0.00	3,805.00	
020 ARTS IN EDUCATION		1.0000	1,585.0000	BASE	0.00	1,585.00	0.00	1,585.00	
010 ALTERNATIVE EDUCATION		4.0000	27,059.0000	PER STUDENT	0.00	108,236.00	0.00	108,236.00	
010 ALT HS EQUIV WITH OCCUP ED		1.0000	8,908.0000	PER STUDENT	0.00	8,908.00	0.00	8,908.00	

ONEIDA HERKIMER MADISON BOCES
PO BOX 70
4747 MIDDLE SETTLEMENT ROAD
NEW HARTFORD, NY 13413-0070

Contract for Cooperative Educational Services

ONEIDA HERKIMER MADISON BOCES
NEW YORK MILLS UFSD

School Year 2023-24

Program/ Item No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
.259 EA CROSS CONTRACT MADISON		0.0000	0.0000	X-CONTRACT	700.00	0.00	700.00	
.010 REGIONAL PGM EXCELLENCE		1.0000	2,139.0000	PER STUDENT	2,139.00	0.00	2,139.00	
.020 COLGATE SEMINAR		8.0000	200.0000	PER STUDENT	1,600.00	0.00	1,600.00	
.259 Distance Learning		0.0000	0.0000	X-CONTRACT	1,180.00	-395.85	784.15	
.010 SUMMER SCH ACADEMIC		99.0000	533.0000	PER COURSE	52,767.00	0.00	52,767.00	
.020 SUMMER SCH DRIVER ED		9.0000	780.0000	PER STUDENT	7,020.00	0.00	7,020.00	
.030 SUMMER SCHOOL TUTORIAL		8.0000	196.0000	PER COURSE	1,568.00	0.00	1,568.00	
.010 DISTANCE LEARNING		0.0000	0.0000	PER DISTRICT	20,101.80	0.00	20,101.80	
.015 DL WEB BASED INSTRUCTION		0.0000	0.0000	USAGE	8,115.00	0.00	8,115.00	
.020 ADV SOC STUDIES		3.0000	6,682.3300	PER SEMESTER CL	20,046.99	0.00	20,046.99	
.040 SIGN LANGUAGE		1.0000	13,997.0900	PER CLASS	13,997.09	0.00	13,997.09	
.050 ZOOM LICENSING		20.0000	22.8000	PER LIC+\$1,250	1,706.00	0.00	1,706.00	
.010 EDUCATIONAL COMMUN		581.0000	22.5400	Per RWADA	13,095.74	0.00	13,095.74	
.020 COOP MUSIC SHARING		620.0000	1.0800	PER RWADA	0.00	669.60	669.60	
.030 COURIER SERVICE		581.0000	2.2700	PER RWADA	3,133.87	0.00	3,133.87	
.010 AUDIOVISUAL REPAIR		147.0000	87.0000	PER HOUR	12,789.00	0.00	12,789.00	
.020 MICRO COMP REPAIR		140.0000	87.0000	PER HOUR	20,358.00	-8,178.00	12,180.00	
.210 REPAIR PARTS - NON AIDABLE		0.0000	0.0000		1,000.00	0.00	1,000.00	
.010 PRINTING		0.0000	0.0000	USAGE	64,500.00	0.00	64,500.00	
.059 SCH. CURRICAYUGA BOCES		0.0000	0.0000	X-CONTRACT	3,157.63	1,054.30	4,211.93	
.259 MODEL SCHOOLS XC MADISON		0.0000	0.0000	X-CONTRACT	41,248.00	1,290.60	42,538.60	
.258 NETWORK SUPPORT XC MADISON		0.0000	0.0000	X-CONTRACT	29,029.45	-980.78	28,048.67	
.259 COMMON LEARNING OBJ XC MADISON		0.0000	0.0000	X-CONTRACT	28,800.05	10,090.12	38,890.17	
.010 SCIENCE KITS		581.0000	15.6000	PER RWADA	9,063.60	0.00	9,063.60	

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Contract for Cooperative Educational Services

ONEIDA HERKIMER MADISON BOCES
NEW YORK MILLS UFSD

School Year 2023-24

Program/ Fiscal No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
1.010	SCH CURRI IMPROV	581.0000	7.8000	Per RWADA+BASE	15,100.00	19,631.80	19,631.80	
1.020	ADDITIONAL WORKSHOPS	0.0000	0.0000	VARIABLES PER DIST	11,000.00	11,000.00	11,000.00	
1.030	REGIONAL SCORING	600.0000	12.0000	PER TEST	0.00	7,200.00	7,200.00	
1.040	SCH CURRIC STUDY COUNCIL	1.0000	430.0000	PER DISTRICT	0.00	430.00	430.00	
1.050	REGIONAL ASSESSMENT PROJECT	1.0000	5,250.0000	Per District	0.00	5,250.00	5,250.00	
1.070	RTTT DATA ANALYSIS	1.0000	3,145.0000	PER DISTRICT	0.00	3,145.00	3,145.00	
1.080	APPR RECERTIFICATION/TRNRNG	3.0000	2,610.0000	PER PARTICIPANT	0.00	7,830.00	7,830.00	
5.011	COMMUNITY SCH RESOURCES ADMIN	0.0000	0.0000	X-CONTRACT	6,300.00	6,300.00	6,300.00	
5.060	COMMUNITY SCHOOLS SAFE SCHOOLS	0.0000	78,750.0000	PER FTE	0.00	63,000.00	0.00	
7.469	CDOS CREDENTIAL MGT SYS OSWEGO BOC	0.0000	0.0000	X-CONTRACT	31.48	31.48	31.48	
0.010	COMMITTEE PRESCHOOL	10.0000	1,065.0000	PER STUDENT	0.00	10,650.00	10,650.00	
4.010	SCH & BUS ALLIANCE	581.0000	4.4500	RWADA/Base	20,500.00	23,085.45	23,085.45	
6.010	REGIONAL CATALOG SERVICE	2.0000	913.5200	PER LIBRARY	0.00	1,827.04	1,827.04	
6.020	EXPANDED INTERLIBRARY LOAN	581.0000	0.8000	FEE/RWADA	398.32	863.12	863.12	
6.030	ONLINE LIBRARY RESOURCES	0.0000	0.0000		12,861.36	12,861.36	12,861.36	
6.040	COLLECTION DEVELOP.	14.0000	853.9000	PER UNIT	0.00	11,954.60	11,954.60	
8.259	LIBRARY AUTOMATION XC MADISON	0.0000	0.0000	X-CONTRACT	7,104.00	9,582.50	7,104.00	
1.259	ADMIN COMPUTER XC MADISON	0.0000	0.0000	X-CONTRACT	476,051.28	483,245.65	476,051.28	
2.259	NEGOTIAT XC MADISON	0.0000	0.0000	X-CONTRACT	35,944.00	30,591.50	35,944.00	
3.010	SCHOOL COMMUNICATION	233.0000	70.9800	PER HOUR	0.00	16,538.34	16,538.34	
3.020	SCH. COMM./PR ASST	200.2500	70.9800	PER HOUR	0.00	14,217.44	14,213.75	
4.010	CBO	581.0000	83.2500	PER RWADA	0.00	48,368.25	48,368.25	
9.429	ENERGY SERVICES XC ONONDAGA	0.0000	0.0000	X-CONTRACT	2,306.00	2,262.00	2,306.00	

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Contract for Cooperative Educational Services

ONEIDA HERKIMER MADISON BOCES
NEW YORK MILLS UFSD

School Year 2023-24

Program/Item No. Service		Basis for Current Contract					Initial Contract	Adjustments To Date	Current Contract
Quantity/Share	Unit Cost	Cost Basis	Fixed Cost	Current Fixed Cost					
581.0000	4.3200	PER RWADA +TELE	8,000.00	8,000.00		10,509.92	0.00	10,509.92	
0.0000	0.0000	VARIABLES PER DIST	12,800.00	12,800.00		12,800.00	0.00	12,800.00	
2.0000	795.7200	PER UNIT	0.00	0.00		1,591.44	0.00	1,591.44	
3.0000	899.8800	ANNUAL PER CELL	0.00	0.00		2,699.64	0.00	2,699.64	
0.0000	0.0000		2,910.00	2,910.00		2,910.00	0.00	2,910.00	
1.0000	9,250.0000	PER DISTRICT	0.00	0.00		9,250.00	0.00	9,250.00	
581.0000	3.2500	Per RWADA+11845	11,845.00	11,845.00		13,733.25	0.00	13,733.25	
2.0000	725.0000	PER BLDG.	0.00	0.00		1,450.00	0.00	1,450.00	
2.5000	725.0000	PER BLDG.	0.00	0.00		1,812.50	0.00	1,812.50	
88.0000	8.0000	PER EXT + SERVI	0.00	0.00		704.00	0.00	704.00	
1.0000	22,816.0000	PER ONE DAY/WK	0.00	0.00		22,816.00	0.00	22,816.00	
1.0000	1,425.0000	PER DISTRICT	0.00	0.00		1,425.00	0.00	1,425.00	
0.0000	0.0000	X-CONTRACT	3,515.00	3,515.00		3,445.00	70.00	3,515.00	
56.0000	70.3000	TEACHER/+BASE D	495.37	495.37		4,432.17	0.00	4,432.17	
0.0000	0.0000	MEAL EQUIVALENT	35,693.00	35,693.00		35,693.00	0.00	35,693.00	
16.0000	410.0000	PER DAY	0.00	0.00		6,560.00	0.00	6,560.00	
1.0000	6,721.2600	SVC COST + LINE	19,645.20	19,645.20		26,366.46	0.00	26,366.46	
0.0000	0.0000	X-CONTRACT	4,968.00	4,968.00		4,732.00	236.00	4,968.00	
0.0000	0.0000	X-CONTRACT	1,024.00	1,024.00		1,024.00	0.00	1,024.00	
0.0000	0.0000	X-CONTRACT	1,000.00	1,000.00		1,327.00	-327.00	1,000.00	
0.0000	0.0000	X-CONTRACT	2,550.00	2,550.00		2,500.00	50.00	2,550.00	
0.0000	0.0000	X-CONTRACT	563.00	563.00		489.85	73.15	563.00	

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PO BOX 70
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NEW HARTFORD, NY 13413-0070

Contract for Cooperative Educational Services

ONEIDA HERKIMER MADISON BOCES
NEW YORK MILLS UFSD

School Year 2023-24

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
55.499	SPECIAL ED AID ASSISTANCE SVC	0.0000	0.0000	X-CONTRACT	3,213.00	63.00	3,213.00	
58.129	COOP BID/DCMO BOCES	0.0000	0.0000	X-CONTRACT	4,635.22	102.81	4,635.22	

ONEIDA HERKIMER MADISON BOCES
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NEW HARTFORD, NY 13413-0070

ONEIDA HERKIMER MADISON BOCES
NEW YORK MILLS UFSD

School Year 2023-24

Summary:

<u>Total of Service Costs - All Funds:</u>	3,808,931.57	(Except.001/002)
<u>Capital Costs:</u>	79,052.43	(CoSer 002)
<u>Adm. & Clerical Costs:</u>	63,677.82	(CoSer 001)
<u>Total Contract Costs:</u>	3,951,661.82	

The party of the second part hereby agrees to pay the total contract cost
the party of the first part according to the following schedule:
n Times per year

This contract shall not be valid or binding until it is approved by the Commissioner of Education.
WITNESS WHEREOF, the parties have set their hands the day and year above written.

ONEIDA HERKIMER MADISON BOCES

PO BOX 70, 4747 MIDDLE SETTLEMENT ROAD, NEW HARTFORD, NY, 13413-0070

Signature, President and/or Clerk, BOCES

(Party of the First Part)

(Post Office Address)

NEW YORK MILLS UFSD

ADMIN OFFICE, 1 MARAUDER BOULEVARD, NY MILLS, NY, 13417

Signature, President and/or Clerk, Board of
Education (As Authorized)

(Party of the Second Part)

(Post Office Address)



5.3

NEW YORK MILLS UNION FREE SCHOOL DISTRICT

UPSTATE CEREBRAL PALSY

BE IT RESOLVED that the New York Mills Board of Education authorizes the Superintendent of Schools to enter into an agreement with Upstate Cerebral Palsy for the 2023-2024 school year.

YES _____ NO _____

Respectfully Submitted,

Paula May
District Clerk Pro Tempore

Agreement by and between the Districts,

New York Mills Union Free School District
Heather Gaetano
1 Marauder Boulevard
New York Mills, NY 13417

And the Contractor,

Upstate Cerebral Palsy
125 Business Park Drive
Utica, NY 13502

Whereas, the Superintendent of the District, hereinafter called the Superintendent, is charged with the responsibility to provide certain education services for students with disabilities in the District in compliance with Public Law 94-142, of the New York State Education Law and Part 200 thereof the Regulations of the Commissioner of Education, and

Whereas, the Superintendent may provide these educational services through an authorized organization and

Whereas, the Contractor is such authorized organization and

Whereas, the Contractor under terms of its corporate authority has the power to provide certain educational services set forth in this agreement and

Whereas, the District believes that the amount of funds to be paid to the Contractor is reasonable and necessary and

Whereas, it is programmatically desirable for the District to contract with the Contractor for the performance of these services.

Now, THEREFORE, the parties in consideration of the above do covenant and agree as follows:

1. Participation by the District in the referral of a child with a disability and the admission process of the Contractor shall be defined in the admission policy procedures of the Contractor with regard to age and types of placement. Decision as to referral for enrollment of a child for educational services under this contract shall be that of the District. Decision as to acceptance of such a child for the enrollment in the school of the Contractor will be that of the Contractor, as defined in the admission policy.
2. As part of the referral process, the District will provide complete school records to the Contractor. These should include previous report cards, achievement test records, IEP's, evaluations and assessments.
3. The District and the Contractor will work together in preparing the child for enrollment in the school of the Contractor.

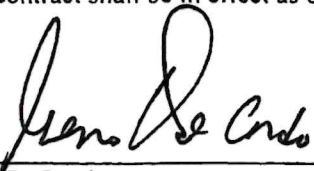
4. The District shall pay tuition costs while the child is enrolled in the school of the Contractor. The prospective tuition rates, inclusive of Related Services, will remain in effect until reconciliation rates are set by the New York State Education Department, as per their rate methodology. Reconciliation adjustments will be billed and owed upon notification. Tuition will be paid for all days of enrollment and shall also be paid for all days of absence due to illness, absence for legal and illegal reasons, teacher conferences, work days or others as defined by the Regulations of the Commissioner of Education. In addition, the District will also pay for agreed upon services with the Contractor, which are deemed necessary for the educational well-being of the student and which would be above the normal tuition rate.

Tuition will be charged for the day of enrollment in the school of the Contractor and for the day of discharge. Tuition will be charged during the time of enrollment and until the child has left the school of the contractor for one of the following reasons: Death, withdrawal from the school of the Contractor by the District, the appropriate Social Services Agency, the appropriate Family Court, or any of these in concert:

Withdrawal of the child by the parent or guardian where such is legally permissible, verified admission of the child to another school setting; protracted absence due to illness or such reason to make withdrawal agreeable to the parties of this agreement.

Tuition will be billed on a monthly basis for the 10 month program and payment is due and owed upon receipt of the tuition bill. Tuition will be billed at the end of the 30 day summer program and is due and owed upon receipt of the tuition bill.

5. During the enrollment of the child, the Contractor will provide special education services to the child in accordance with applicable laws and regulations. This will include classroom instruction, on the child's development level and individual or group occupational, speech and/or physical therapy sessions as defined by the (IEP) Individualized Education Plan.
6. The Contractor will maintain consultation with the District about the progress of the child. Such consultation may take the form of written reports, personal conferences, or telephone conferences. Personnel from the District will be welcomed to visit the Contractor for such consultative purposes or for classroom visits, with such visits to be arranged by appointments.
7. This contract shall be in effect as of July 1, 2023 through June 30, 2024.



Geno DeCondo,
Executive Director
Upstate Cerebral Palsy

6/01/2023

Date

School District

Date

STATEMENT OF REASSIGNMENT

Upsate Cerebral Palsy Inc., dba Upstate Caring Partners

Name of the Outside Contracted Provider

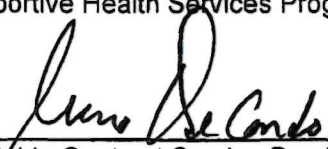
By this reassignment, the above-named outside contracted provider of services agrees:

1. to reassign all Medicaid reimbursements to your school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
2. to accept as payment in full the contracted reimbursement rates for covered services,
3. to comply with all the rules and policies as described in your contract with the school district, and
4. to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

NOTE: Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Supportive Health Services Program (SSHSP)

6/01/2023

(Date)



(Outside Contract Service Provider's Signature)

see attached list

School District (under contract with): List additional ones on back of this form.)

Districts Under Contract with UCP

Adirondack CSD
Albany CSD
Baldwinsville CSD
Brookfield CSD
Camden CSD
Canajoharie CSD
Canastota CSD
Canton CSD
Cazenovia CSD
Central Square CSD
Central Valley SD
Clinton CSD
Dolgeville CSD
East Ramapo CSD
East Syracuse - Minoa
CSD
Fort Plain CSD
Frankfort Schuyler CSD
Fulton City School
Glens Falls
Goshen CSD
Greater Amsterdam
Greater Johnstown
Hewlett-Woodmere
Herkimer CSD
Holland Patent CSD
Jamesville-DeWitt
Kingston City School
Laurens CSD
Liberty CSD
Lisbon CSD
Liverpool CSD
Middle Country CSD
Moriah CSD
Morrisville-Eaton CSD

New Hartford CSD
New York Mills CSD
Niskayuna CSD
North Syracuse SD
Norwich CSD
Norwood-Norfolk CSD
NYC CSE District 28
NYC CSE District 29
NYC CSE District 26
NYC CSE District 11
NYC CSE District 2
NYC CSE District 6
NYC CSE District 9
Oneida City CSD
Poland CSD
Ravena-Coeymans-Selkirk
Remsen CSD
Richfield Springs CSD
Rochester City SD
Rome CSD
Sauquoit CSD
South Colonie CSD
Susquehanna Valley CSD
Syracuse City SD
Troy Enlarged City School
Unadilla CSD
Utica CSD
Vernon-Verona-Sherrill CSD
Wallkill Central School
Waterville CSD
West Canada CSD
West Genesee CSD
Westhill Central
Westmoreland CSD
Whitesboro CSD

**PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

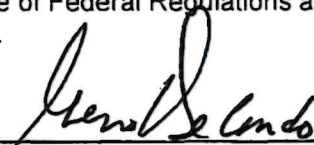
Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act,

Upsate Cerebral Palsy Inc., dba Upsate Caring Partners
(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
 - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
 - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature: _____



Address: 125 Business Park Drive

City: Utica State: NY Zip: 13502

Telephone: (315) 724-6907 Date Signed: 6/01/2023

Please list the School District(s) under contract with on the back of this form.



5.4

NEW YORK MILLS UNION FREE SCHOOL DISTRICT

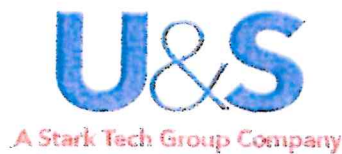
U & S SERVICES, INC.

BE IT RESOLVED that the New York Mills Board of Education authorizes the Superintendent of Schools to enter into an agreement with U & S Services, Inc. for the 2023-2024 school year.

YES _____ NO _____

Respectfully Submitted,

Paula May
District Clerk Pro Tempore



EMERGENCY SERVICE HOTLINE

Technical support is available 24 hours a day, 7 days per week

(716) 693-4490

INSURANCE

U&S Services shall provide all insurance as requested to provide workers compensation and liability coverage.

WORK REQUESTS

All work requests shall be kept of each service call and request for service. The owner shall receive a copy of the record at the time of completion of the work.

SOFTWARE MODIFICATIONS

A software modification is defined as a change to the sequence of operation of the equipment, a change in the occupancy schedules, or any adjustment to the software including personnel record adjustments.

TIME AND MATERIAL WORK

The owner/owner's representative shall provide U&S Services a purchase order for any work that is not included in the preventive maintenance agreement. No work will be performed without a written authorization or purchase order.

LIMITATIONS

This service agreement does not include any material or work required because of damage to the system by lightning, water, temperature, hackers, viruses, vandalism, electrical surges, or other factors which do not constitute normal wear out or breakdown. U & S Services is not responsible for any consequential damage of property caused by system malfunction.

NO HIRE CLAUSE

The customer understands that U&S Services has considerable time and expenses in training our technical staff. Therefore, the customer shall not during this agreement and for 90 days after, retain any of our employees on a full-time, part-time, or as an independent contractor under any circumstances without written consent by U&S Services. If the customer does, the customer agrees to pay U&S Services an amount equal to the employee's latest annual salary.

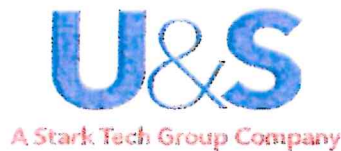
EQUIPMENT AVAILABILITY

U&S Services shall make available all currently supported equipment that was provided by U&S Services. That which is no longer supported shall be supported to the best of our ability.

ANTI-VIRUS SOFTWARE

U&S Services is not responsible for anti-virus software implementations, anti-virus software upgrades, Microsoft fix packs, or any other software that may reside on the workstation(s)/file server(s) not directly related to the operation of the system, but causes malfunction of the system.

Because of the susceptibility of computers to damage from external sources in the form of computer viruses, malware, and various forms of network service attacks, we highly recommend that you meet the requirements for protecting these machines and we are available to discuss these issues.



OPTION 1: BASIC

- Preventive maintenance inspections
- Telephone support
- Current preferred labor rate
- Training (4 hours) onsite during preventive maintenance Inspection
- Consultation with technician to discuss owner's concerns

PREVENTIVE MAINTENANCE TASKS (as applicable per contract options & equipment)

1. SERVER

- a. Review logs, disk space, drive status & processor usage
- b. Confirm operation of the server's physical components and clean as necessary
- c. Perform complete data back-up, reboot, and verify operational

2. WORKSTATION(S)

- a. Review logs, disk space, drive status & processor usage
- b. Back-up local badge templates, personnel info, etc.
- c. Confirm operation of the server's physical components and clean as necessary
- d. Test alarm transmission and remote connectivity
- e. Perform complete data back-up, reboot, and verify operational

3. DDC SYSTEM

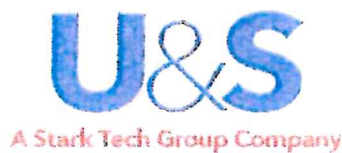
- a. Verify each field input/output is operational through data acquisition.
- b. System software shall be inspected. All major equipment schedules shall be reviewed, and recommendations shall be discussed with the owner.
- c. Inspect network.
- d. Calibrate gaseous, relative humidity, and temperature sensors as needed.
- e. Inter panel connections shall be inspected and re-tightened as necessary.
- f. Where applicable, system diagnostics shall be run.
- g. Run battery load test.

~~4. CAMERA SYSTEM~~

- ~~a. Confirm video recorder operation including recording, playback, saved video duration, drive status, and processor usage.~~
- ~~b. Back up video recorder configuration, reboot, and verify operational~~
- ~~c. Confirm operation of the server's physical components and clean as necessary~~
- ~~d. Review event logs.~~
- ~~e. Confirm video quality, clarity, and field of view for all cameras.~~
- ~~f. Confirm motion sensitivity for each camera if applicable~~
- ~~g. Clean, refocus, and re-aim cameras as needed.~~

~~5. ACCESS SYSTEM~~

- ~~a. Load test all batteries and replace if necessary.~~
- ~~b. Review alarm log checking for alarms that will not clear and diagnose~~
- ~~c. Review all system points, verify none have been disabled, and confirm no trouble conditions exist.~~



- d. ~~Confirm all controllers are communicating reliably~~
- e. ~~Review graphics, histories, schedules, and swipes.~~
- f. ~~Test each access point to confirm functionality.~~

6. ~~INTRUSION SYSTEM~~

- a. ~~Check keypad operation.~~
- b. ~~Check for system troubles.~~
- c. ~~Check for bypassed or disabled points.~~
- d. ~~Verify device functionality of each zone type i.e., glass break, door contact, motion sensor~~
- e. ~~Test all panic buttons and send alarm signal to central station as a test~~
- f. ~~Run battery load test.~~
- g. ~~Back up system information.~~

7. ~~INTERCOM SYSTEM~~

- a. ~~Test all panic alarm buttons.~~
- b. ~~Point to point test each door station to each master station~~
- c. ~~Confirm audio/video is applicable for clarity. Adjust as necessary~~
- d. ~~Confirm door release functionality~~

8. ~~AIR FLOW STATION~~

- a. ~~Check and clean the sensing holes to ensure holes are not plugged.~~
- b. ~~Calibrate sensors.~~

9. ~~FIRE SYSTEM~~

- a. ~~An annual fire alarm inspection per NFPA standards.~~

OPTION 2: PLUS

1. Add complete labor coverage for all repairs or replacements due to failure.
2. Add loaner equipment.
3. Add manufacturer's revision upgrades within version. Major version software upgrades or systems that are integrated will be quoted separately.

OPTION 3: ALL INCLUSIVE

1. Add material coverage for all repairs or replacements due to failure.

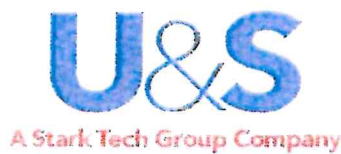
MONITORING

1. Add third party central station monitoring.

OTHER/CUSTOM

1. Customer special request.

This agreement is limited to only the control system equipment provided by U&S Services



INCLUDED COVERAGE	BASIC	PLUS	ALL INCLUSIVE
PREVENTIVE MAINTENANCE			
Server		✓	
Workstation(s)		✓	
DDC System		✓	
Camera System			
Access System			
Intrusion System			
Intercom System			
Air Flow Station (if provided by U&S)			N/A
Fire System			
CORRECTIVE SUPPORT			
Phone support - 24-hour hotline	✓	✓	✓
ONSITE REPAIR COVERAGE			
Labor and travel	Preferred rates	✓	✓
material parts	Standard rates	Standard rates	✓
Performance during normal business hours	Preferred rates	✓	✓
Performance on weekends, holidays, and after hours	Preferred rates	✓	✓

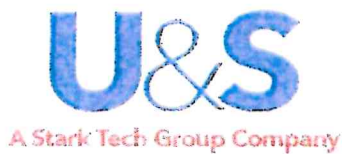
OTHER SERVICES	
CENTRAL STATION MONITORING:	FA ___ IDS ___ HVAC ___
OTHER/CUSTOM SERVICES:	
Includes (1) pre-heating and (1) heating inspection	

✓ Included as part of contract

SERVICE CONTRACT INFORMATION

- ❖ Service call hours are defined as hours during normal business hours (7:30 AM – 4:30 PM) that must be performed either onsite or remotely. Remote service is defined as work not done at the customer’s facility but through an internet connection.
- ❖ For service calls needing immediate attention outside the normal business hours please call (716) 693-4490 where a service representative can be reached always. U&S Services guarantees a voice response within 30 minutes, a remote response (if applicable) within 2 hours, and an onsite response as agreed upon with the owner at the time of the call.
- ❖ U&S Services shall charge for those hours expanded outside normal working hours as follows:
 - BASIC agreements will be charged the current preferred rate multiplied by 1.5
 - PLUS agreements will only be charged for material
 - ALL INCLUSIVE agreements will not be charged

U&S Services provide choices to meet your financial and operational challenges. We are prepared to work with you to define exactly what your building performance goals are and customize a plan to deliver those goals.



DATE: 05/3/2022

CUSTOMER: New York Mills Schools

LOCATION: 1 Marauder Blvd., New York Mills, NY 13417

SPECIAL CONDITIONS/PROVISIONS:

- 1. Included in this proposal is Autotask Endpoint Management (AEM) software used to monitor computer performance, audit all assets and pinpoint deficiencies. Annual Subscription price for 1 PCs is \$300.00 per year and automatically renews each year.

DURATION:

This agreement shall remain in effect for an original term of (1) year beginning ----- and from year to year thereafter unless at least 30 days prior to the expiration date of the original term or any extended term, either party gives the other written notice of its intention to terminate the agreement.

PRICE AND PAYMENT TERMS:

Customer shall pay \$6,900.00 annually in advance.

ADDITIONAL PRICE PAYMENT TERMS:

New York State sales tax is not included in this agreement. Tax exempt organizations must supply U&S Services with a current Form ST 119.1 each year to comply with NYS tax laws. If this exempt organization certificate is not supplied New York State tax will be charged on invoices.

This Proposal is valid until

Budget Proposal

U & S Services, Inc.

Customer

By: Patricia Corrigan

By: _____

Signature _____

Signature _____

Title Client Solutions Representative

Title _____

Date 04/14/2022

Date _____

New York Mills School District
2023-2024
Non-Resident/Non-Tuition Students

Name	Grade	Parent	School
Corathers, Alexandria	6	Corathers, Lily	Utica
Galime, Michael	3	Jody Galime	Utica
Lovecchio, Carter	7	Teresa Lovecchio	Whitesboro
Lovecchio, Melody	5		
Facci, Gemma	4	Mary Facci	Whitesboro
Valente, Makiah	5	Nick Valente	Utica
Valente, Elaina	4		
Valente, Avery	1		
Ward, Maci	5	Patty Ward	Utica
Ward, Derick	2		
Steffen, Luke	7	Jenn Steffen	New Hartford

5.6 Approval of Combined Contract with
Notre Dame Jr./Sr. HS
Girls Field Hockey (Varsity and
Modified)

NYSPHSAA
Section III

Combining Contract

The Notre Dame (Litchew) School District will combine with
the New York Mills School District (Host) based on
the approval of each school's Board of Education to compete in the sport/gender of:

Field Hockey (girls)

for the following level(s)
(please circle appropriate level(s))

Varsity JV Freshmen Modified

This document confirms the combination of the above two schools for athletic
competition in the stated sport for the following school year: 2023-2024

Date that this proposed combination was approved by your league: 6/13/23

<u>Richard [Signature]</u> Superintendent	<u>Notre Dame</u> School	<u>6-21-23</u> Date
<u>Michelle [Signature]</u> Superintendent (Host)	<u>New York Mills UFA</u> School	<u>6-20-23</u> Date

Please Note:

- This contract must be completed before any competition begins for the season.
- The Host School is responsible for gathering the required signatures and sending copies to the merged school, league president and sport coordinator. The completed packet is then submitted to the Section Office for approval.

C. Sports Coordinator
Section III Office
League President

FOR OFFICE USE ONLY

Received _____
Executive Committee Approval _____
NYSPHSAA notified _____

**5.7 Approval of Combined Contract
with Oriskany CSD - Boys Soccer
(Modified)**



Combining Contract

The NY Mills School School District will combine with the ORISKANY Central School District (Host) based on the approval of each school's Board of Education to compete in the sport/gender of:

Soccer (boys)

for the following level(s)
(please circle appropriate level(s))

Varsity

JV

Freshmen

Modified

This document confirms the combination of the above two schools for athletic competition in the stated sport for the following school year: 23-24

Date that this proposed combination was approved by your league: 6/13/23

Michael DeGuz
Superintendent

New York Mills WED 6/20/23
School Date

[Signature]
Superintendent (Host)

ORISKANY (SD) 6/15/23
School Date

Please Note:

- o This contract must be completed before any competition begins for the season.
- o The Host School is responsible for gathering the required signatures and sending copies to the merged school, league president and sport coordinator. The completed packet is then submitted to the Section Office for approval.

C: Sports Coordinator
Section III Office
League President

FOR OFFICE USE ONLY

Received _____
Executive Committee Approval _____
NYSPHSAA notified _____



5.8

NEW YORK MILLS UNION FREE SCHOOL DISTRICT

RESOLUTION TO APPROVE THE AGREEMENT BETWEEN

NEW YORK MILLS UNION FREE SCHOOL DISTRICT

AND

R. G. TIMBS, INC.

Be It Resolved, The New York Mills Board of Education authorizes the Superintendent of Schools to sign Agreement between the school district and R. G. Timbs, Inc. (Financial Advisor Services) for the 2023-2024 school year.

Yes ____ No ____

Respectfully Submitted,

Paula May
District Clerk Pro Tempore



R. G. Timbs, Inc.
11 Meadowbrook Road
Whitesboro, NY 13492
Phone: 877.315.0100
Fax: 315.266-9212
Expert@rgtimbsinc.net

New York Mills Union Free School District
Financial Advisor Services 2023-24

This Financial Advisor Services Agreement (“Agreement”) is between the New York Mills Union Free School District with offices located at 1 Marauder Blvd, New York Mills, NY 13417 (“School District”) and R.G. Timbs, Inc. with offices located at 11 Meadowbrook Road, Whitesboro, NY 13492-2218 (collectively referred to herein as the “Parties”). The School District agrees to hire R.G. Timbs, Inc. and R.G. Timbs, Inc. agrees to act as municipal advisor to the School District to provide advisory services for financial matters impacting the School District pursuant to the terms of this Agreement below.

SERVICE AREA-1: Work with the New York Mills Union Free School District on Long Range Financial Analysis and Plans beginning with budgeting guidelines and strategies, reserves, fund balances, debt service issues for capital projects and buses, calculation of surpluses in revenues and expenditure, long range plans and related issues in support of future capital costs and budgets.

Expectations for Deliverables:

With the cooperation and assistance of the New York Mills Union Free School District, *R. G. Timbs, Inc.* will provide the following:

1. Work with Business Office
 - 1.1. Budgeting guidelines and strategies
 - 1.2. Reserves and fund balances
 - 1.3. Debt service issues for capital projects and buses
 - 1.4. Calculation of surpluses in revenues and expenditure
 - 1.5. Tax Cap Implications
 - 1.6. Long range Plans and related issues.
 - 1.7. Presentation to the Board of Education if requested

Proposal Limitations:

This proposal is limited to the creation of a Long-Range Budget Document with Analysis as outlined above. Additionally, this proposal is limited to work with the Superintendent, District Business Office, and Board of Education of the New York Mills Union Free School District, to ascertain and define a Long-Range Financial Analysis of the current and potential fiscal situation of the New York Mills Union Free School District.



SERVICE AREA-2: Work with the New York Mills Union Free School District on Capital Project Plans and related State Building aid issues.

Expectations for Deliverables:

With the cooperation and assistance of the New York Mills Union Free School District, *R. G. Timbs, Inc.* will provide the following:

Capital Project Plans

The analysis of state building aid and its effect on public school district which include as needed:

- Examination of aid eligibility
- Aid ceiling issues
- Timeline considerations
- Cost parameters and considerations
- Pre-Vote periodic updates to amortization and aid schedules
- Monitoring and updating project budget
- School District budget impact
- Post Vote updates to amortization and aid schedules
- Attend Board of Education meetings as requested.

Related capital project application and reporting requirements for the State Education Department that include as needed:

- Instructional space reviews
- Project scope identification
- Facilities needs assessment.
- FP-F
- SA-139
- Final Cost Reports

Critical complementary experience-based services to public school districts include:

- Interface, on behalf of the school district, with the State Education Department, its designated project manager, and Director of Facilities Planning.
- Guidance is also provided to school districts, architects, construction managers about state aid issues for the school district.
- Interface with the district's fiscal officials about the fiscal effect of capital projects on district finances

Proposal Limitations:

This proposal is limited to the creation of a Capital Project Plans as outlined above. Additionally, this proposal is limited to work with the Superintendent, School Business Office, and Board of Education of the New York Mills Union Free School District, to ascertain and define a Capital Project Plans for the New York Mills Union Free School District.



SERVICE AREA-3: Recommendations Regarding the Timing and Structuring of Municipality/District's Debt

Expectations for Deliverables:

With the cooperation and assistance of the New York Mills Union Free School District, *R. G. Timbs, Inc.* will provide the following:

Recommendations on timing and sizing of Note and Bond issues dependent on several factors, including but not limited to:

- Construction Cash Flow Projections,
- SED approval dates,
- Amount budgeted for principal and interest payments,
- Tax Cap – Capital Exclusion
- Use of Debt Service offsets,
- Current market interest rate trends and option will be analyzed and includes Dormitory Authority of the State of New York (DASNY)
- IRS Arbitrage regulations,
- Designated & Qualified (D & Q) Designation and.
- Construction start and end dates.
- Timing of building aid receipt

Preparation of estimates to be included in District's Budget for estimated debt service and aid. All this is taken into consideration in optimizing the structure and timing of the Debt Issues.

SERVICE AREA-4: Market issues in the municipal market:

Expectations for Deliverables:

With the cooperation and assistance of the New York Mills Union Free School District, *R. G. Timbs, Inc.* will provide the following:

Issuance of Bond Anticipation Note (BAN):

- Preparation of Official Statement
- Preparation of Notice of Sale
- Conduct Sale and provide recommendations regarding award.
- Arrange for Committee on Uniform Security Identification Procedures (CUSIP) numbers to be assigned to issue.
- Coordinate closing of BAN and arrange payoff of prior BAN (if applicable)

If an Official Statement is utilized (all issues over \$1,000,000) the charge for issuance of the BAN will be \$6,000. If the issue is under \$1,000,000 the charge will be \$3,000. Invoice will be submitted after BAN settlement.

Issuance of Serial Bond:

- Prepare and distribute Official Statement
- Prepare and distribute and arrange for Publication of Notice of Sale

- Apply for Credit Rating
- Assist with Credit Rating Review or conference call.
- Apply for Bond Insurance
- If Certified Bonds coordinate appointment of Fiscal Agent
- If Book Entry Only Bonds coordinate all information with the Depository Trust Company
- Prepare and file the Affidavit of Mailing of Official
- Prepare and file the Certificate of Filing of Official Statement
- Prepare and file Debt Statement and SA-24 with office of State Comptroller and Bond Counsel
- Conduct Sale and provide recommendations regarding award. Coordinate deposit of the proceeds of the "Good Faith" check
- Arrange for CUSIP numbers to be assigned to Bond issue.
- Coordinate closing of Bond and arrange payoff of prior BAN (if applicable)

If an Official Statement is utilized (all issues over \$1,000,000) the charge for issuance of the Bond will be \$12,000. If the issue is under \$1,000,000 the charge will be \$6,000. Invoice will be submitted after Bond settlement.

SERVICE AREA-5: Continuing Disclosure

Full Disclosure

- Prepare and file a secondary market disclosure official statement (CDU).
- File CDU audited annual reports (after receipt from District), and Material Event Notices (once received from District) to Municipal Securities Rule Making Board's (MSRB) Electronic Municipal Market Access (EMMA) system.

Limited Disclosure

- Assist with filing annually required information (after receipt from District) and Material Event Notices (once received from District) to MSRB's EMMA system.

Event Notices Only

- Assist with filing of event notice to MSRB's EMMA system when we are notified by District that an event(s) has occurred.

SERVICE AREA-6: Energy Performance Contracting

Energy Performance Contract Lease Financing

- Prepare timeline of key dates
- Prepare amortization schedule with aid projections.
- Prepare and send Request for Proposal out to banks and other financial institutions.
- Coordinate Closing and related matters including but not limited to State Aid forms and submissions.
- The charge will be \$22,000 for Coordination and execution of Contract Leasing Financing will be invoiced after closing.



SERVICE AREA-7: Dormitory Authority of the State of New York (DASNY) Financing

- Prepare Preliminary School District Documentation
 - Contact Sheet
 - Exhibit A – Project Description
 - Exhibit B – BAN History
 - School District Disclosure
 - Supplement to Exhibits A & B (if applicable)
 - Assist with Tax Questionnaire
 - Assist Due Diligence Questionnaire
 - Review and provide Comments on first draft Preliminary Official Statement
 - Assist with Bond Debt Service Schedule
 - Retail Pre-Pricing Call
 - Coordinate Closing
 - Finalize and provide Debt Service Schedule
- The charge will be \$25,000 for Coordination and execution of DASNY Financing will be invoiced after closing.

• **SERVICE AREA-8:** Sale of Registered Public Market or DASNY Refunding Serial Bonds with Official Statement

- Advise:
 - The dollar size of the registered serial bond issue
 - Market timing of the Pricing
 - Plan an optimum maturity date recognizing the fiscal year, timing of revenue, and long-term debt service planning impact on the District.
- Prepare alternative maturity schedules, if needed, complying with the restrictions of Local Finance Law, and market expectations
- Coordinate the approval of the maturity schedule and Bond Counsel's drafting of the certification setting the terms and conditions of the registered serial bond pricing.
- Complete a sequential deadline calendar for all items to be accomplished in connection with the creation of the Official Statement, the Bond Pricing and subsequent closing.
- Prepare Contact List to be distributed to all parties.
- Collect the information necessary and create the Official Statement used to advertise the issue
- Compile the information required and make application on behalf of the District for a Credit Rating in connection with the bond pricing.
- Participate in
 - communications with Municipal Officials and Credit Rating Agency Representative.
 - due diligence communications with Municipal Officials, Underwriter, and Bond Counsel.
- Apply for "Qualification" and receive bids for municipal bond insurance, which would

guarantee the repayment of the yearly principal and interest on the Bonds and, subsequently, complete the request for reviews.

- Coordinate Refunding Bond Pricing with Underwriter and other potential purchasers.
- Where appropriate:
 - With Certificated Bonds, coordinate the appointment of a "Fiscal Agent" bank to act as the required registrar for subsequent payment of principal and interest to registered bond holders.
 - Coordinate the completion and review of the "Fiscal Agent Agreement" among the District Officials, Bond Counsel, and selected bank.
 - With Book-Entry Only Bonds, coordinate all necessary arrangements with The Depository Trust Company in preparation for the closing.
- Coordinate:
 - completion and execution of the Bond Purchase Agreement.
 - printing and mailing of the Official Statement
 - Bond Pricing, and acceptance of pricing results.
- Arrange for "CUSIP" (Committee on Uniform Security Identification Procedures of the American Bankers Association) numbers to be assigned to the issue.
- Coordinate:
 - the closing arrangements with the bond purchaser, Bond Counsel and School District Officials.
 - Provide written confirmation of the net amount to be received at the closing including the principal, good faith check, premium and accrued interest as applicable.
 - If appropriate, coordinate the payoff and calling of any maturing Bonds with the bond proceeds among all parties concerned.
 - Completion of future principal and interest schedule with annual debt service
- Complete all necessary New York State Education Department forms for tracking the refunding. After the completion, review the forms with the municipal officials, answer questions and provide direction for execution and filing with the appropriate parties inside the State Education Department.
- Assistance with:
 - communicating and interfacing with Depository Trust Company on the follow up issues. This may include what the principal and interest payments are, when the payments are due, and the wire instructions for the routing of the proceeds by Federal Funds through the Federal Reserve System to the Depository Trust Company.
 - Additional municipal request for assistance in clarifying, informing, and reviewing the refunding process after the funding date.
 - This may include informing the municipal officials, advising on key communication personnel at the various agencies serving during the transaction including Bond Counsel, Depository Trust Company, Credit Rating Agency, Escrow Bank, Underwriter, Underwriter's Counsel, the Verification Agent, and the tracking of the defeasement investments.
 - School District in planning its total budget for the funding and, in doing so, we will prepare a list of materials, outside services, disbursements and the estimated costs



for items such as bond register bookkeeping system, credit rating, printing, and mailing of the Official Statement. The materials, outside services and disbursements will be the responsibility of the School District.

The charge will be \$27,000 for Coordination and execution of Refunding and will be invoiced after closing.

Please Note: Under Rule G-42, we are not aware of any known material conflicts of interest with your municipality, except that our charges are contingent upon closing. Consistent with Rule G-42, we hereby disclose that such contingent compensation presents a conflict of interest, because it may cause *R. G. Timbs, Inc.* to recommend a transaction that is unnecessary, or is of a size that may be larger than is necessary. This conflict of interest will not impair our ability to render unbiased and competent advice or to fulfill our fiduciary duty. The Company's SEC Forms MA and MA-I can be found at:

<https://www.sec.gov/cgi-bin/browse-edgar?company=R.+G.+Timbs%2C+Inc.&owner=exclude&action=getcompany>

We will note for full transparency, that the CEO of *R. G. Timbs, Inc.* is also the CEO of *R. G. Timbs Advisory Group, Inc.*

A rate of \$155 per hour will be charged for a full-service combination of Areas 1, 2, 3 & 5 including travel, with mileage at current IRS rate and out -of-pocket- expenses. Area 4, 6, 7 and 8 will be charged based on a flat fee as outlined above.

General Conditions:

All completed hours and amounts will be paid in full by the district. Payment shall be made to *R. G. Timbs, Inc.* in the amount invoiced no more often than monthly.

Either party may sever this relationship with a 10-working day notice with acknowledgment of services rendered to be invoiced.

In cases of inclement weather or unforeseen circumstances the rescheduling of meetings will be by mutual agreement.

The relationship of the parties shall be that of independent contractors, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by *R. G. Timbs, Inc.* to perform any services for the District. As an independent contractor, *R. G. Timbs, Inc.* and any person(s) engaged by it, shall not be entitled to any medical, health, pension, retirement, disability, unemployment, workers compensation or other insurance or coverage, or any other benefit, similar or dissimilar from the District.



Any services in the nature of personnel, operations or procedural advice are to be performed by *R. G. Timbs, Inc.* to the best of our abilities based on such information as may be available to us from time to time when such advice is given. No liability is assumed, however, for any errors or omissions based on misinformation or related data provided by the client. The recommendations and options rendered by *R. G. Timbs, Inc.* be in the best interests of the district. It is understood by *R. G. Timbs, Inc.* that any all-final decisions shall be made by the district as they render appropriate.

The New York Mills Union Free School District is responsible for securing meeting rooms, duplicating materials, meals, and other costs associated with conducting analysis and plan meetings and communications between and among participants. The New York Mills Union Free School District also will designate an administrative level employee as coordinator of the plan for the duration of this project. The costs related to the duties of the designee shall be borne by the district and are not part of this contract.

Upon acceptance of this proposal, please **sign and date copies**, retaining one signed copy for the official School District records, and **returning the other signed copy to our office (A PDF emailed to our offices at Expert@rgtimbsinc.net will suffice).**

This letter of intent and the fees quoted herein are valid if accepted and executed within 30 days of the date hereon, date of completion shall be adjusted with full consideration to date of receipt of the signed acceptance of this proposal.

If you should have any questions concerning this proposal, please contact us. We look forward to working with the New York Mills Union Free School District on these projects.

Very truly yours,

Richard G. Timbs, Ed D.
President/CEO

RGT/cjb

ACCEPTANCE OF PROPOSAL BY THE NEW YORK MILLS UNION FREE SCHOOL DISTRICT

The New York Mills Union Free School District accepts the *R. G. Timbs, Inc.* proposal for services as outlined above.

(Signed) _____ (Print Name) _____
Authorized Legal Representative

(Dated) _____

**5.9 Resolution – Abolishment of 1
FTE Position – English Tenue
Track**



5.9

RESOLUTION ABOLISHING INSTRUCTIONAL POSITION

BE IT RESOLVED, upon the recommendation of the Superintendent, that for reasons of economy and efficiency, the Board of Education hereby approves the abolishment of the following position:

1.0 FTE position, to be abolished effective retroactively [July1,2023] in the tenure area of [English].

Yes ____ No ____

Respectfully Submitted,

Paula May
District Clerk Pro Tempore

**5.10 Resolution - Abolishment of 1 FTE
Position - Teacher Assistant**



5.10

RESOLUTION ABOLISHING INSTRUCTIONAL POSITION

BE IT RESOLVED, upon the recommendation of the Superintendent, that for reasons of economy and efficiency, the Board of Education hereby approves the abolishment of the following position:

1.0 FTE position, to be abolished effective retroactively [July1,2023] in the tenure area of [Teacher Assistant].

Yes ____ No ____

Respectfully Submitted,

Paula May
District Clerk Pro Tempore

**5.11 Resolution – Policy 2304
Participation at Board Meetings –
First Read**



5.11

**RESOLUTION TO APPROVE THE PUBLIC PARTICIPATION
AT BOARD MEETINGS POLICY**

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the first reading of the policy #2304, Participation At Board Meetings, as per the file, be approved.

Yes ____ No ____

Respectfully Submitted,

Paula May
District Clerk Pro Tempore

PUBLIC PARTICIPATION AT BOARD MEETINGS

- I. The Board of Education encourages ~~public participation~~ **District resident and taxpayer attendance** at Board meetings. Therefore, an opportunity to address the Board is provided during each meeting. **The Board values the time and initiative residents takes to share their thoughts. The Board's role during public comment is to not immediately respond, but to listen. Questions asked by the public will be referred to the superintendent or appropriate personnel for a response at a later time when necessary as this is the board's meeting for the public to observe.**

- II. Persons wishing to speak should first be recognized by the President, then identify themselves, ~~any organization they may be representing at the meeting,~~ and the topic of public concern about our schools **or agenda item** that they wish to discuss. Topics must be addressed one at a time with each individual's comments limited to three (3) minutes for a total of twelve (12) minutes designated for ~~each~~ **the** agenda item. Such limits may be reduced or expanded **for no more than twenty (20) minutes** a particular meeting by a simple majority of the Board.

- III. The Board President shall be responsible for the orderly conduct of the meeting and shall rule on such matters as Board recognition of speakers who properly identify themselves, maintain proper order, rule on the appropriateness of the subject being presented and the suitability of the timing for such comments. The Vice President shall serve as timekeeper and assume the duties of the President in the President's absence.

- IV. The Board of Education will consider all comments and, except in emergencies, shall not attempt to **respond or** decide upon any question before examining and evaluating relevant information. The Superintendent shall be given an opportunity to examine and to evaluate all such information, and to recommend action before the Board attempts to reach a decision, if one is in order.

**5.12 Approval of Subcommittee
Facilities/Beekman Gymnasium**

**5.13 Approval of Open Gym
7-12 Basketball Program**



Michele LaGase <mlagase@newyorkmills.org>

Volunteer Basketball Coaches

Marissa Rys <mrys@newyorkmills.org>
To: Michele LaGase <mlagase@newyorkmills.org>

Thu, Jul 6, 2023 at 8:26 AM

Mrs. LaGase,

Coach Logan Murphy and Coach Christopher Edick are requesting to be approved as volunteer basketball coaches. Approval will allow Coach Murphy and Coach Edick to hold basketball open gym sessions for our students in grades 7-12. Open gyms will begin following BOE approval and will run until 9-6-2023.

Thank you for your consideration,
Marissa

7.1 Enrollment Update

