



BOARD OF EDUCATION MEETING AGENDA
February 6, 2024
6 PM - NEW YORK MILLS UFSD LIBRARY

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

Agenda Item	Who	Information Distributed	Action	Notes
1. MEETING CALL TO ORDER				
1.1 Pledge to the Flag			Procedural	
1.2 Reading of the New York Mills UFSD Mission Statement.			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	S. King	Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
2. PRESENTATIONS AND COMMITTEE REPORTS				
2.1 President's Message	S. King		Information	
2.2 BOCES Representative Report	G. Porcelli		Information	

2.3 Committee Reports			Information	
Policy Committee: <i>Jacqueline Edwards/Chair, Kimberly Gyore, Kristin Hubley</i> Facilities Committee: <i>Jeremy Fennell/Chair, Jacqueline Edwards</i> Communications Committee: <i>Robert Mahardy/Chair, Jeremy Fennell</i> Safety Committee: <i>Kristin Hubley/Chair, Robert Mahardy</i> Transportation Committee: <i>Kimberly Gyore/Chair, Jonathan Fiore</i> Finance Committee: <i>Jonathan Fiore/Chair, Jacqueline Edwards, Kimberly Gyroe</i> SBI: <i>Steve King (SBI Alternate: Kristin Hubley)</i>				
2.5 2024-2025 Budget Presentation	M. LaGase L. Stamboly		Information	
3. CONSENT AGENDA				
3.1 Approval of 3.2 through 3.4	S. King	Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
3.2 Business Office Reports		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
3.3 CSE Reports		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
3.4 Approval of the Previous Minutes	1.9.2024	Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
4. OLD BUSINESS				
4.1 Capital Updates			Information	
5. NEW BUSINESS				
5.1 Personnel Report		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.2 – Approval Use of Facilities Request with Herkimer Originals		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___

5.3 – Policy 4507 Procurement: Uniform Grant Guidance Federal Awards (Second Read - Adopt)		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.4 – Policy 6300 FMLA (Second Read – Adopt) a. – Regulation 6300.1 Rescind (Second Read - Adopt) b. – Regulation 6300.2 (Second Read - Adopt) c. – Regulation 6300.3 (Second Read - Adopt) d. – Regulation 6300.4 (Second Read - Adopt) e. – Regulation 6300.5 (Second Read - Adopt)		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.5 – Policy 5010 Workforce Violence Prevention Act (Second Read - Adopt)		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.6 – Policy 6010 Prohibition of Sexual Harassment and Discrimination in the Workplace (First Read) a. – Regulation 6010.1 (First Read)		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.7 – Policy 0015 Equal Opportunity and Prohibition of Discrimination, Harassment and Bullying (First Read)		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.8 – Policy 0013 Title IX Grievance Process (First Read) a. – Regulation 0013.1 (First Read)		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		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	BOE		Discussion	
9. EXECUTIVE SESSION ** (If Needed)	BOE		Discussion/Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
9.1 Return to General Session (time)	BOE		Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
10. ADJOURNMENT				
10.1 Adjournment			Action	1 st _____ 2 nd _____ / Yes ___ 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.**

3.2 Business Office Reports

New York Mills Union Free School District
Internal Claims Audit Report
December 2023

<u>Fund</u>	<u>Check Dates</u>	<u>Amount</u>	<u>Checks Issued</u>	<u>Check #s</u>
General	12/1/2023	\$396.40	1	60301
	12/1/2023	\$95,751.76	30	60302-60331
	12/8/2023	\$227,901.88	2	Debit Charges 1065-1066
	12/8/2023	\$4,205.96	4	60332-60335
	12/22/2023	\$235,389.02	3	Debit Charges 1067-1069
	12/22/2023	\$4,954.96	5	60397-60401
	12/15/2023	\$724,476.04	61	60336-60396
	12/20/2023	\$286.85	1	60402
Federal				
Capital	12/15/2023	\$1,090.00	1	2182
School Lunch	12/15/2023	\$3,569.30	1	2071
Totals for the month		\$1,298,022.87	109	

I certify that these claims have been audited and paid for the month of December 2023
Christine Hurlbut 1/8/2024

Nov-23

Credit Card Statement

Transaction	Post			
Date	Date	Credit Card	Amount	Comment
11/7/2023	11/8/2023	Gensis Group	\$105.00	3 seats at Celebration of Education M. LaGase, S. King, and K. Hubley
		Total	\$105.00	

NY Mills UFSD Extra-Curricular Fund
January 1, 2024-January 31, 2024

Name	Beginning Balance	Received	Payments	Ending Balance
Class of 2024	\$7,303.13	\$2,217.00	\$5,187.40	\$4,332.73
Class of 2025	\$9,789.76			\$9,789.76
Class of 2026	\$7,015.55			\$7,015.55
Class of 2027	\$2,060.49			\$2,060.49
Class of 2028	\$2,419.25	\$3,966.00	\$2,974.50	\$3,410.75
Varsity Club	\$2525.42		\$1,250.00	\$1,275.42
Student Council	\$9,249.13		\$1312.45	\$7,936.68
Nat.Honor Society	\$445.44			\$445.44
Yearbook Club	\$8,299.09	\$1403.85		\$9,702.94
Band Club	\$160.72			\$160.72
Elementary Drama	\$5,050.77			\$5,050.77
HS Drama/Chorus	\$7,891.31	\$1,030.00	\$616.34	\$8,304.97
Taxes paid to NYS	-26.54			(\$26.54)
Model UN	\$735.21			\$735.21
Technology Club	\$0.00			\$0.00
After Prom Party	\$2,020.00			\$2,020.00
Total	\$64,938.73	\$8,616.85	\$11,340.69	\$62,214.89

Reconciliation

Ending Book Balance
 Outstanding Checks Deposits
 in Transit
 Reconciled Balance
 Ending M&T Bank Balance

Outstanding Checks

Total
To.tal

Returned checks

\$0.00 Total

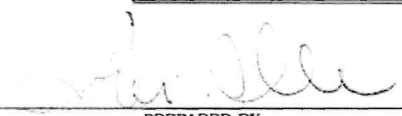
**NEW YORK MILLS UNION FREE SCHOOL DISTRICT
NEW YORKS MILLS, NY**

**TREASURER'S REPORT
December 31, 2023**

GENERAL FUND	A	TREASURER'S REPORT
GENERAL FUND MONEY MARKET		TREASURER'S REPORT
GENERAL FUND RESTRICTED RESERVE		TREASURER'S REPORT
NY MUNI TRUST		TRIAL BALANCE
SCHOOL LUNCH	C	TREASURER'S REPORT
SCHOOL LUNCH SAVINGS		TREASURER'S REPORT
		TRIAL BALANCE
TRUST & AGENCY	TA	TREASURER'S REPORT
PAYROLL		TREASURER'S REPORT
		TRIAL BALANCE
CAPITAL FUND	H	TREASURER'S REPORT
		TRIAL BALANCE
DEBT SERVICE	V	TREASURER'S REPORT
		TRIAL BALANCE
FEDERAL FUND	F	TREASURER'S REPORT
		TRIAL BALANCE
SCHOLARSHIP FUND	TE	TREASURER'S REPORT
	TN	TRIAL BALANCE
ALL REVENUE STATUS REPORTS		
ALL APPROPRIATON STATUS REPORTS		

New York Mills Union Free Schools
DECEMBER 31, 2023

	General Fund	GF Money Market	Restricted	NY Muni Trust	School Lunch	Sch Lunch Saving	Trust & Agency	Payroll	Capital Fund	Debt Service	Federal
Beginning Balance	\$3,359,927.02	\$2,093,811.39	\$1,757,738.27	\$1,556,152.21	\$36,880.84	\$30,113.67	\$ -	\$ -	\$117,362.30	\$1,373,053.53	\$186,383.96
Receipts	\$ 624,145.11	\$ 1,510,265.64	\$ 5,232.58	\$6,947.79	\$ 30.93	\$ 89.65	\$ 463,290.90	\$ 324,710.66	\$ 99.65	\$ 4,087.42	\$ 68,119.45
Disbursements	\$ (2,919,319.87)	\$ -	\$ -	\$0.00	\$ (3,569.30)	\$ -	\$ (461,082.36)	\$ (324,711.66)	\$ (1,090.00)	\$ -	\$ (21,468.62)
Balance	\$ 1,064,752.26	\$ 3,604,077.03	\$ 1,762,970.85	\$ 1,563,100.00	\$ 33,342.47	\$ 30,203.32	\$ 2,208.54	\$ (1.00)	\$ 116,371.95	\$ 1,377,140.95	\$ 233,034.79
Bank Balance	\$ 1,788,304.04	\$ 3,604,077.03	\$ 1,762,970.85	\$ 1,563,100.00	\$ 33,342.47	\$ 30,203.32	\$ 2,216.51	\$ 2,340.63	\$ 116,371.95	\$ 1,377,140.95	\$ 233,034.79
Outstanding Checks	\$ (726,676.48)			\$ -	\$ -	\$ -		\$ (2,341.63)	\$ -	\$ -	\$ -
Reconciling Items	\$ 3,124.70	\$ -		\$ -	\$ -	\$ -	\$ (2,216.51)				\$ -
Balance	\$ 1,064,752.26	\$ 3,604,077.03	\$ 1,762,970.85	\$ 1,563,100.00	\$ 33,342.47	\$ 30,203.32	\$ -	\$ (1.00)	\$ 116,371.95	\$ 1,377,140.95	\$ 233,034.79


PREPARED BY

NEW YORK MILLS UNION FREE SCHOOLS
 GENERAL FUND
 ACCOUNT 6526
 TREASURER'S MONTHLY REPORT

FROM: 12/01/23 For the period TO: December 31, 2023

Total available balance as reported at the end of preceding period 3,359,927.02

RECEIPTS DURING MONTH

(With breakdown of source including full amount of all short term loans)

Date	Source	Amount	
DEC 31	Interest	1,668.30	
1	CMS Drug Subsidy	2,335.82	
1	CMS Drug Subsidy	1,853.27	
4	Transfer from Federal Fund, for Payroll	10,734.31	
7	Taxes	188,456.95	
7	Tri City Trade In	35,000.00	
7	Refunds	400.00	
7	Rebate	258.00	
7	Gym Uniforms	69.00	
7	Gym Uniforms	46.00	
7	Book Replacement	18.89	
8	Federal Revenue Aid, Due to Federal	67,940.00	
12	NYS OSC Aid Received	3,279.00	
15	NYS Special Aid Reiced (Lottery, Cert of Excess Cost Aid, SBTA)	283,228.86	
18	Transfer from Federal Fund, for Payroll	10,734.31	
12-31	Retiree Health Insurance Receipts	18,122.40	
	Total Receipts		624,145.11
	Total Receipts, including balance		\$3,984,072.13

DISBURSEMENTS MADE DURING MONTH

BY CHECK	To Check No.	Amount
From Check No.	60301 Flex Checks	396.40
	60302 Warrant A-37	95,751.76
	60332 PR Checks 12/8	4,205.96
	60336 Warrant A-41	724,476.04
	60397 PR Checks 12/22	4,954.96
	60402 Warrant A-45	286.85
BY DEBIT CHARGE	OMNI Disbursements	9,905.88
	Transfer for Payrolls	453,385.02
	Credit Card Payment	105.00
	Transfer to Money Market	1,500,000.00
	Transfer to Federal (Due To)	67,940.00
	Serial Bond Semi Annual Interest	44,925.00
	Serial Bond Semi Annual Interest	12,987.00
	Total amount of checks issued and debit charges	2,919,319.87
	Cash Balance as shown by records	2,089,247.90
		<u>\$1,064,752.26</u>

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	1,788,304.04
Less total of outstanding checks - See Attached Nvision Report	(726,676.48)
Bank cleared check .30 cents off	(0.30)
OMNI shorted and will refund	75.00
Lost Check, Reissued, Both Cleared Bank	2,650.00
Returned Check	400.00
	<u>1,064,752.26</u>
Net balance in bank	1,064,752.26
Total available balance	<u>\$ 1,064,752.26</u>

(Must agree with Cash Balance above if there is a true reconciliation)

Received by the Board of Education and entered as part of the minutes of the board meeting held

This is to certify that the above Cash Balance is in agreement with my bank statement as reconciled

CLERK OF BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT

PREPARED BY

NEW YORK MILLS UFSD

Bank Reconciliation for period ending on 12/31/2023



Account: M&T GENERAL FUND CHECKING
Cash Account(s): A 200

Ending Bank Balance:		1,788,304.04
Outstanding Checks (See listing below):	-	726,676.48
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance:	1,061,627.56
Cash Account Balance:	1,064,752.26

Outstanding Check Listing

Check Date	Check Number	Payee	Amount
03/24/2023	59608	JIM WEAVER	82.40
10/06/2023	60118	PAT CARDINALE	86.34
10/20/2023	60177	PAT CARDINALE	172.68
11/03/2023	60234	PAT CARDINALE	116.34
11/17/2023	60266	AUTO PLUS AUTO PARTS	56.38
12/01/2023	60306	FRED DECK	100.34
12/01/2023	60318	MOHAWK REGIONAL ASSC ADMINISTR	50.00
12/01/2023	60327	RACLOPPA, SHAWN	154.34
12/15/2023	60336	ALL PEST CONTROL	535.85
12/15/2023	60337	AMAZON CAPITAL SERVICES	59.82
12/15/2023	60338	BOULEVARD GRAPHICS	220.00
12/15/2023	60339	CADY, GAIL	200.00
12/15/2023	60340	CAROLINA BIOLOGICAL SUPPLY CO	434.01
12/15/2023	60341	CATSKILL SPRING WATER LLC	65.00
12/15/2023	60342	CDWG	960.05
12/15/2023	60343	CLAYSCAPES POTTERY INC	4,345.00
12/15/2023	60344	DOUGLAS A. COLEMAN	154.34
12/15/2023	60345	CHARLES F. COLVIN JR	194.34
12/15/2023	60346	CONTROLLED WASTE SYSTEMS INC	1,961.66
12/15/2023	60347	DEVELOPMENTAL THERAPY ASSOC	1,428.00
12/15/2023	60348	ED & ED BUSINESS TECHNOLOGY	171.00
12/15/2023	60349	KEVIN ENEA	96.34
12/15/2023	60350	FRANK FARNACH JR.	100.34
12/15/2023	60351	FERRARA FIORENZA PC	1,976.49
12/15/2023	60352	FIRST UNUM LIFE INSURANCE COMPANY	24.05
12/15/2023	60353	GLOBAL INDUSTRIALS	878.85
12/15/2023	60354	GRAINGER, INC.	17.35
12/15/2023	60355	HILLYARD/NEWYORK	786.35
12/15/2023	60356	JANKIEWICZ, MICHAEL	96.34
12/15/2023	60357	JAYK INDEPENDENT LUMBER CORP	35.54
12/15/2023	60358	LEONARD BUS SALES INC	109.59
12/15/2023	60359	LISTAS, WALTER	225.00
12/15/2023	60360	LOUIS, ERIN	100.34
12/15/2023	60361	AMY MARKOWICZ	194.34

NEW YORK MILLS UFSD



Bank Reconciliation for period ending on 12/31/2023

Check Date	Check Number	Payee	Amount
12/15/2023	60362	DAN MAXWELL	100.34
12/15/2023	60363	MFAC, LLC	583.95
12/15/2023	60364	MOHAWK VALLEY WATER AUTHORITY	3,748.69
12/15/2023	60365	MORAN, KATHLEEN	225.00
12/15/2023	60366	STEPHEN MURPHY	194.34
12/15/2023	60367	NEW YORK STATE THRUWAY AUTHORITY	77.26
12/15/2023	60368	NYSMEC	25,585.68
12/15/2023	60369	O'BRIEN PLUMBING & HEATING SUP	125.01
12/15/2023	60370	OHM BOCES HEALTH INSURANCE CONSORTIUM	181,273.15
12/15/2023	60371	ONEIDA HERKIMER MADISON BOCES	431,546.53
12/15/2023	60372	KARA OSIKA	70.00
12/15/2023	60373	P J GREEN, INC.	621.93
12/15/2023	60374	PAT'S TIRE SERVICE INC.	782.00
12/15/2023	60375	TERRY PAZDUR	100.34
12/15/2023	60376	DALE PEARSON	154.34
12/15/2023	60377	PROFORMA FULL CIRCLE	170.40
12/15/2023	60378	DWIGHT PUTNAM	100.34
12/15/2023	60379	QUADIENT LEASING USA, INC	503.49
12/15/2023	60380	JUSTIN QUANCE	96.34
12/15/2023	60381	R.G. TIMBS, INC	852.50
12/15/2023	60382	RANDY RUNDLE	194.34
12/15/2023	60383	AVA SIMON	16.25
12/15/2023	60384	SPEEDY AWARDS & ENGRAVING INC	28.71
12/15/2023	60385	SPORTSLOCKER	699.75
12/15/2023	60386	STAPLES	48.36
12/15/2023	60387	STEET PONTE FORD	68.12
12/15/2023	60388	TEITSCH-KENT-FAY ARCHITECTS, P.C.	4,300.00
12/15/2023	60389	TOWN OF NEW HARTFORD	4,339.83
12/15/2023	60390	UPSTATE CEREBRAL PALSY	37,307.00
12/15/2023	60391	UTICA ACADEMY OF SCIENCE CHARTER SCHOOL	14,057.00
12/15/2023	60392	VOLO'S AUTO SUPPLY	47.19
12/15/2023	60393	WARD'S SCIENCE	265.38
12/15/2023	60394	MICHAEL WERENCZAK	100.34
12/15/2023	60395	WILLIAM V. MACGILL & CO.	625.81
12/15/2023	60396	CHRISTOPHER. WILLIAMS	96.34
12/20/2023	60402	UNITED STATES TREASURY	286.85
12/22/2023	60398	CSEA TREASURER/PEARL CARROLL	878.85
12/22/2023	60400	NYSUT BENEFIT TRUST	215.92
Outstanding Check Total:			726,676.48

Prepared By

Approved By

NEW YORK MILLS UNION FREE SCHOOLS
GENERAL FUND MONEY MARKET ACCOUNT
ACCOUNT 3532
TREASURER'S MONTHLY REPORT

For the period

FROM: 12/01/23 TO: December 31, 2023

Total available balance as reported at the end of preceding period \$2,093,811.39

RECEIPTS DURING MONTH

(With breakdown of source including full amount of all short term loans)

Date	Source	Amount
DEC 31	Interest	10,265.64
12-4	Transfer from General	1,500,000.00

Total Receipts \$1,510,265.64

Total Receipts, including balance \$3,604,077.03

DISBURSEMENTS MADE DURING MONTH

BY CHECK
From Check No. To Check No. 0.00

BY DEBIT CHARGE Transfer to General Fund Checking

(Total amount of checks issued and debit charges) -

Cash Balance as shown by records \$3,604,077.03

RECONCILIATION WITH BANK STATEMENT


Balance given on bank statement, end of month (M&T)	<u>3,604,077.03</u>
Amount of transfers in transit	0.00
Net balance in bank	3,604,077.03
Amount of deposit in transit	0.00
Total available balance	<u>\$3,604,077.03</u>
(Must agree with Cash Balance above if there is a true reconciliation)	

Received by the Board of Education and entered as part of the minutes of the board meeting held

This is to certify that the above Cash Balance is in agreement with my bank statement as reconciled

CLERK OF BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT


PREPARED BY

NEW YORK MILLS UNION FREE SCHOOLS
RESTRICTED RESERVE ACCOUNT
ACCOUNT 3540
TREASURER'S MONTHLY REPORT

For the period

FROM: 12/01/23 TO: December 31, 2023

Total available balance as reported at the end of preceding period \$1,757,738.27

RECEIPTS DURING MONTH

(With breakdown of source including full amount of all short term loans)

Date	Source	Amount	
DEC 31	Interest	5,232.58	
	Transfer from General		
	Total Receipts		\$5,232.58
	Total Receipts, including balance		\$1,762,970.85

DISBURSEMENTS MADE DURING MONTH

BY CHECK			
From Check No.	To Check No	0.00	
BY DEBIT CHARGE		0.00	
	(Total amount of checks issued and debit charges)		\$0.00
	Cash Balance as shown by records		<u>\$1,762,970.85</u>

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	1,762,970.85	
Less total of outstanding checks	0.00	
Net balance in bank	1,762,970.85	
Amount of deposits in transit	0.00	
Total available balance		<u>\$1,762,970.85</u>
(Must agree with Cash Balance above if there is a true reconciliation)		

Received by the Board of Education and entered as part of the minutes of the board meeting held

This is to certify that the above Cash Balance is in agreement with my bank statement as reconciled

CLERK OF BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT

PREPARED BY

NEW YORK MILLS UNION FREE SCHOOLS
NY MUNI TRUST
ACCOUNT 0060
TREASURER'S MONTHLY REPORT

For the period

FROM: 12/01/23 TO: December 31, 2023

Total available balance as reported at the end of preceding period \$1,556,152.21

RECEIPTS DURING MONTH

(With breakdown of source including full amount of all short term loans)

Date	Source	Amount
DEC 31	Interest	6,947.79

Total Receipts \$6,947.79

Total Receipts, including balance \$1,563,100.00

DISBURSEMENTS MADE DURING MONTH

BY CHECK
From Check No. To Check No. 0.00

BY DEBIT CHARGE 0.00

(Total amount of checks issued and debit charges) \$0.00

Cash Balance as shown by records \$1,563,100.00

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	1,563,100.00
Less total of outstanding checks	0.00
Net balance in bank	1,563,100.00
Amount of deposits in transit	0.00
Total available balance	<u>\$1,563,100.00</u>

(Must agree with Cash Balance above if there is a true reconciliation)

Received by the Board of Education and entered as part of the minutes of the board meeting held

This is to certify that the above Cash Balance is in agreement with my bank statement as reconciled

CLERK OF BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT


PREPARED BY

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2023 - 12/31/2023



Account	Description	Debits	Credits
A 200	CASH IN CHECKING	1,064,752.26	0.00
A 201 03	MUNICASH INVESTMENTS-NY	1,563,100.00	0.00
A 201 05	MONEY MARKET INVESTMENT	3,604,077.03	0.00
A 210	PETTY CASH	300.00	0.00
A 231 01	RESTRICTED RESERVES SAVINGS	1,762,970.85	0.00
A 391	DUE FROM OTHER FUNDS	15,135.50	0.00
A 391F	DUE FROM FEDERAL AID FUND	253,185.93	0.00
A 410	STATE & FEDERAL AID RECEIVABLE	67,699.00	0.00
A 510	ESTIMATED REVENUE	14,951,975.00	0.00
A 521	ENCUMBRANCES	3,342,458.82	0.00
A 522	EXPENDITURES	6,063,308.10	0.00
A 599	APPROPRIATED FUND BALANCE	1,936,572.21	0.00
A 600	ACCOUNTS PAYABLE	1.00	0.00
A 630	DUE TO OTHER FUNDS	0.00	3,279.00
A 632	DUE TO STATE TEACHERS RETIREMENT	0.00	34,021.54
A 637	DUE TO EMPLOYEES RETIREMENT SYSTEM	0.00	28,846.75
A 718	NYS EE RETIREMENT	0.00	15.89
A 720	GROUP HEALTH INSURANCE	0.00	359,512.06
A 720F	FLEX HEALTH	0.00	53,377.47
A 721	NYS INCOME TAX	188.67	0.00
A 726FICA	FICA TAX	49.84	0.00
A 726MED	MEDICARE TAX	11.62	0.00
A 821	RESERVE FOR ENCUMBRANCES	0.00	3,342,458.82
A 827	RESERVE FOR NYSERS RETIREMENT CREDITS	0.00	167,404.00
A 864	RESERVE FOR TAX CERTIORARI	0.00	145,499.33
A 867	RESERVE FOR EMPLOYEE BENEFITS	0.00	421,620.00
A 878	CAPITAL RESERVE	0.00	672,889.83
A 878 01	CAPITAL RESERVE/TRANSPORTATION	0.00	291,777.46
A 882	RESERVE FOR REPAIRS	0.00	35,000.00
A 909	FUND BALANCE, UNRESERVED	0.00	472,572.21
A 910	APPROPRIATED FUND BALANCE	0.00	1,464,000.00
A 911	UNAPPROPRIATED FUND BALANCE	0.00	656,639.63
A 960	APPROPRIATIONS	0.00	16,888,547.21
A 980	REVENUES	0.00	9,588,324.63
A Fund Totals:		34,625,785.83	34,625,785.83
Grand Totals:		34,625,785.83	34,625,785.83

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 12/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1010.400-00-0000	CONTRACTUAL		2,000.00	292.84	2,292.84	196.84	624.71	1,471.29
A 1010.404-00-0000	CONFERENCE FEES		8,000.00	0.00	8,000.00	955.00	0.00	7,045.00
A 1010.490-00-0000	BOCES		4,600.00	0.00	4,600.00	494.68	1,005.32	3,100.00
1010	BOARD OF EDUCATION	*	14,600.00	292.84	14,892.84	1,646.52	1,630.03	11,616.29
A 1040.160-00-0000	NON-INSTRUCT. SALARIES		5,500.00	0.00	5,500.00	0.00	0.00	5,500.00
A 1040.404-00-0000	CONFERENCE FEES		3,850.00	-500.00	3,350.00	292.50	0.00	3,057.50
A 1040.406-00-0000	ADVERTISING		5,000.00	1,609.26	6,609.26	527.07	4,109.26	1,972.93
A 1040.450-00-0000	OFFICE SUPPLIES		500.00	0.00	500.00	0.00	0.00	500.00
1040	DISTRICT CLERK	*	14,850.00	1,109.26	15,959.26	819.57	4,109.26	11,030.43
A 1060.408-00-0000	PERSONAL SERVICES		2,500.00	0.00	2,500.00	650.00	0.00	1,850.00
1060	DISTRICT MEETING	*	2,500.00	0.00	2,500.00	650.00	0.00	1,850.00
10	Consolidated Payroll	**	31,950.00	1,402.10	33,352.10	3,116.09	5,739.29	24,496.72
A 1240.150-00-0000	PROFESSIONAL SALARIES		165,000.00	0.00	165,000.00	83,200.00	0.00	81,800.00
A 1240.160-00-0000	NON-INSTRUCT. SALARY		48,000.00	0.00	48,000.00	22,731.82	0.00	25,268.18
A 1240.403-00-0000	TRAVEL-MILEAGE		1,000.00	0.00	1,000.00	118.68	0.00	881.32
A 1240.404-00-0000	CONFERENCE FEES		5,000.00	0.00	5,000.00	421.42	0.00	4,578.58
A 1240.409-00-0000	DUES		3,000.00	0.00	3,000.00	650.00	0.00	2,350.00
A 1240.450-00-0000	OFFICE SUPPLIES		1,500.00	0.00	1,500.00	377.91	0.00	1,122.09
1240	CHIEF SCHOOL OFFICE	*	223,500.00	0.00	223,500.00	107,499.83	0.00	116,000.17
12		**	223,500.00	0.00	223,500.00	107,499.83	0.00	116,000.17
A 1310.160-00-0000	NON-INSTRUCT. SALARIES		85,233.00	0.00	85,233.00	44,598.62	0.00	40,634.38
A 1310.403-00-0000	TRAVEL-MILEAGE		275.00	0.00	275.00	0.00	0.00	275.00
A 1310.404-00-0000	CONFERENCE FEES		250.00	0.00	250.00	20.00	0.00	230.00
A 1310.450-00-0000	OFFICE SUPPLIES		200.00	0.00	200.00	0.00	0.00	200.00
A 1310.490-00-0000	BOCES SERVICES		70,067.00	0.00	70,067.00	26,065.40	39,098.60	4,903.00
1310	BUSINESS ADMINISTRATION	*	156,025.00	0.00	156,025.00	70,684.02	39,098.60	46,242.38
A 1320.408-00-0000	AUDITING SERVICES		28,000.00	0.00	28,000.00	21,971.30	6,028.70	0.00
1320	AUDITING	*	28,000.00	0.00	28,000.00	21,971.30	6,028.70	0.00
A 1380.401-00-0000	SERVICE CONTRACTS		20,000.00	0.00	20,000.00	10,457.25	2,142.75	7,400.00
1380	FISCAL AGENT FEE	*	20,000.00	0.00	20,000.00	10,457.25	2,142.75	7,400.00
13		**	204,025.00	0.00	204,025.00	103,112.57	47,270.05	53,642.38
A 1420.408-00-0000	ATTORNEY SERVICES		45,000.00	18,419.16	63,419.16	7,912.53	36,710.63	18,796.00
1420	LEGAL	*	45,000.00	18,419.16	63,419.16	7,912.53	36,710.63	18,796.00

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 12/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 1430.400-00-0000</u>	MISC. CONTRACTS		35,000.00	-35,000.00	0.00	0.00	0.00	0.00
<u>A 1430.490-00-0000</u>	PERSONNEL SERVICES		0.00	44,000.00	44,000.00	15,399.76	28,600.24	0.00
1430	PERSONNEL	*	35,000.00	9,000.00	44,000.00	15,399.76	28,600.24	0.00
<u>A 1460.490-00-0000</u>	RECORDS INFORMATION		6,000.00	560.00	6,560.00	2,624.00	3,936.00	0.00
1460	RECORDS MANAGEMENT OFFICER	*	6,000.00	560.00	6,560.00	2,624.00	3,936.00	0.00
<u>A 1480.490-00-0000</u>	PUBLIC INFOR SPEC.		40,000.00	0.00	40,000.00	12,300.84	27,699.16	0.00
1480	PUBLIC INFORMATION & SERVICES	*	40,000.00	0.00	40,000.00	12,300.84	27,699.16	0.00
14		**	126,000.00	27,979.16	153,979.16	38,237.13	96,946.03	18,796.00
<u>A 1620.160-00-0000</u>	NON INSTRUCT SALARIES		129,963.00	0.00	129,963.00	72,402.95	0.00	57,560.05
<u>A 1620.400-00-0000</u>	CONTRACTUAL		54,600.00	33,212.00	87,812.00	17,070.00	53,711.11	17,030.89
<u>A 1620.401-00-0000</u>	SERVICE CONTRACTS		19,095.00	60.85	19,155.85	18,067.00	166.25	922.60
<u>A 1620.416-00-0000</u>	NATURAL GAS		85,000.00	0.00	85,000.00	24,752.00	12,376.00	47,872.00
<u>A 1620.417-00-0000</u>	ELECTRICITY		95,000.00	0.00	95,000.00	56,033.64	28,016.81	10,949.55
<u>A 1620.418-00-0000</u>	WATER		28,000.00	13,771.10	41,771.10	13,530.42	25,240.68	3,000.00
<u>A 1620.450-00-0000</u>	CLEANING SUPPLIES		16,500.00	1,294.11	17,794.11	6,664.79	5,929.32	5,200.00
1620	OPERATION OF PLANT	*	428,158.00	48,338.06	476,496.06	208,520.80	125,440.17	142,535.09
<u>A 1621.160-00-0000</u>	NON INSTRUCT SALARIES		171,600.00	0.00	171,600.00	59,489.45	0.00	112,110.55
<u>A 1621.200-00-0000</u>	NEW EQUIPMENT		55,000.00	17,804.00	72,804.00	72,803.99	0.00	0.01
<u>A 1621.400-00-0000</u>	CONTRACTUAL		39,638.00	1,878.16	41,516.16	12,544.39	8,337.29	20,634.48
<u>A 1621.401-00-0000</u>	SERVICE CONTRACTS		6,500.00	2,070.62	8,570.62	2,679.98	1,550.65	4,339.99
<u>A 1621.402-00-0000</u>	REPAIRS		15,000.00	0.00	15,000.00	7,884.94	2,402.44	4,712.62
<u>A 1621.450-00-0000</u>	SUPPLIES & MATERIALS		35,000.00	397.53	35,397.53	20,307.83	12,555.46	2,534.24
<u>A 1621.450-00-0508</u>	GROUNDS		20,000.00	1,500.00	21,500.00	5,315.65	8,250.75	7,933.60
<u>A 1621.490-00-0000</u>	BOCES SERVICES		40,000.00	14,650.00	54,650.00	21,840.00	32,810.00	0.00
1621	MAINTENANCE OF PLANT	*	382,738.00	38,300.31	421,038.31	202,866.23	65,906.59	152,265.49
<u>A 1670.400-00-0000</u>	POSTAGE		10,500.00	799.02	11,299.02	7,081.28	3,256.14	961.60
<u>A 1670.490-01-0000</u>	PRINTING		65,000.00	0.00	65,000.00	25,800.00	39,200.00	0.00
1670	CENTRAL PRINTING & MAILING	*	75,500.00	799.02	76,299.02	32,881.28	42,456.14	961.60
16		**	886,396.00	87,437.39	973,833.39	444,268.31	233,802.90	295,762.18
<u>A 1910.414-00-0000</u>	INSURANCE		55,000.00	-1,440.00	53,560.00	41,055.05	0.00	12,504.95
1910	UNALLOCATED INSURANCE	*	55,000.00	-1,440.00	53,560.00	41,055.05	0.00	12,504.95
<u>A 1920.400-00-0000</u>	ASSOCIATION DUES		2,500.00	0.00	2,500.00	426.93	0.00	2,073.07
1920	SCHOOL ASSOCIATION DUES	*	2,500.00	0.00	2,500.00	426.93	0.00	2,073.07

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 12/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 1964.400-00-0000</u>	REFUND PROP. TAX		10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
1964	REFUND ON REAL PROPERTY TAXES	*	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
<u>A 1981.490-00-0000</u>	BOCES SERVICES		149,350.00	0.00	149,350.00	57,092.08	85,638.92	6,619.00
1981	BOCES ADMINISTRATIVE COSTS	*	149,350.00	0.00	149,350.00	57,092.08	85,638.92	6,619.00
19	General Support	**	216,850.00	-1,440.00	215,410.00	98,574.06	85,638.92	31,197.02
1		***	1,688,721.00	115,378.65	1,804,099.65	794,807.99	469,397.19	539,894.47
<u>A 2010.150-00-0000</u>	INSTRUCTIONAL SALARIES		25,000.00	0.00	25,000.00	20,607.50	0.00	4,392.50
<u>A 2010.490-00-0000</u>	OTHER BOCES		55,000.00	0.00	55,000.00	19,572.92	35,427.08	0.00
2010	CURRICULUM DEVEL & SUPERVISION	*	80,000.00	0.00	80,000.00	40,180.42	35,427.08	4,392.50
<u>A 2020.150-00-0000</u>	INSTRUCTIONAL SALARIES		205,715.00	0.00	205,715.00	99,860.50	0.00	105,854.50
<u>A 2020.160-00-0000</u>	NON INSTRUCT. SALARIES		85,020.00	0.00	85,020.00	37,717.74	0.00	47,302.26
<u>A 2020.403-02-0000</u>	TRAVEL-MILEAGE		500.00	0.00	500.00	0.00	0.00	500.00
<u>A 2020.403-03-0000</u>	TRAVEL-MILEAGE		500.00	0.00	500.00	0.00	0.00	500.00
<u>A 2020.404-02-0000</u>	CONFERENCE		500.00	0.00	500.00	0.00	0.00	500.00
<u>A 2020.404-03-0000</u>	CONFERENCE		500.00	0.00	500.00	0.00	0.00	500.00
<u>A 2020.409-00-0000</u>	DUES		1,600.00	0.00	1,600.00	0.00	0.00	1,600.00
<u>A 2020.450-02-0000</u>	OFFICE SUPPLIES		1,000.00	-200.00	800.00	0.00	0.00	800.00
<u>A 2020.450-03-0000</u>	OFFICE SUPPLIES		1,000.00	1,159.20	2,159.20	2,158.61	0.00	0.59
2020	SUPERVISION-REGULAR SCHOOL	*	296,335.00	959.20	297,294.20	139,736.85	0.00	157,557.35
<u>A 2070.150-00-0000</u>	INSERVICE SALARIES		25,000.00	0.00	25,000.00	12,960.00	0.00	12,040.00
<u>A 2070.400-00-0000</u>	CONTRACTUAL		3,000.00	0.00	3,000.00	780.00	820.00	1,400.00
<u>A 2070.490-00-0000</u>	BOCES INSERVICE		20,000.00	0.00	20,000.00	7,532.00	12,468.00	0.00
2070	INSERVICE TRAINING-INSTRUCTION	*	48,000.00	0.00	48,000.00	21,272.00	13,288.00	13,440.00
20	Group Insurance	**	424,335.00	959.20	425,294.20	201,189.27	48,715.08	175,389.85
<u>A 2110.120-00-0000</u>	INSTRUCTIONAL SALARIES K-3		864,525.00	0.00	864,525.00	248,755.74	0.00	615,769.26
<u>A 2110.120-01-0000</u>	INSTRUCTIONAL SALARIES 4-6		565,033.00	0.00	565,033.00	172,142.32	0.00	392,890.68
<u>A 2110.130-00-0000</u>	INSTRUCTIONAL 7-12		1,500,890.00	0.00	1,500,890.00	428,736.30	0.00	1,072,153.70
<u>A 2110.130-01-0000</u>	AFTER SCHOOL PROGRAM		20,000.00	0.00	20,000.00	3,968.00	0.00	16,032.00
<u>A 2110.131-00-0000</u>	HEALTH BUY-OUTS		22,000.00	0.00	22,000.00	1,800.00	0.00	20,200.00
<u>A 2110.140-00-0000</u>	SUBSTITUTE SALARIES		107,000.00	0.00	107,000.00	64,433.67	0.00	42,566.33
<u>A 2110.160-00-0000</u>	NON INSTRUCT SALARIES		79,353.00	0.00	79,353.00	25,731.94	0.00	53,621.06
<u>A 2110.200-02-0000</u>	NEW EQUIPMENT		10,000.00	0.00	10,000.00	6,871.31	140.45	2,988.24
<u>A 2110.400-02-0000</u>	CONTRACTUAL		6,000.00	5,320.35	11,320.35	5,464.35	0.00	5,856.00

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 12/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2110.400-03-0000</u>	CONTRACTUAL	7,500.00	14,966.00	22,466.00	3,487.55	18,978.04	0.41
<u>A 2110.403-02-0000</u>	TRAVEL-MILEAGE	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<u>A 2110.403-03-0000</u>	TRAVEL-MILEAGE	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<u>A 2110.404-02-0000</u>	CONFERENCE FEES	1,800.00	0.00	1,800.00	0.00	0.00	1,800.00
<u>A 2110.404-03-0000</u>	CONFERENCE FEES	1,000.00	0.00	1,000.00	51.20	0.00	948.80
<u>A 2110.450-02-0001</u>	INST SUPPLY-GRADE 1	600.00	0.00	600.00	495.63	65.82	38.55
<u>A 2110.450-02-0002</u>	INST SUPPLY-GRADE 2	400.00	0.00	400.00	291.73	0.00	108.27
<u>A 2110.450-02-0003</u>	INST SUPPLY-GRADE 3	400.00	0.00	400.00	284.88	0.00	115.12
<u>A 2110.450-02-0004</u>	INST SUPPLY-GRADE 4	400.00	0.00	400.00	356.03	0.00	43.97
<u>A 2110.450-02-0005</u>	INST SUPPLY-GRADE 5	400.00	0.00	400.00	143.59	0.00	256.41
<u>A 2110.450-02-0006</u>	INST SUPPLY-GRADE 6	600.00	0.00	600.00	540.09	0.00	59.91
<u>A 2110.450-02-0007</u>	INST SUPPLY ESL	200.00	0.00	200.00	0.00	0.00	200.00
<u>A 2110.450-02-0013</u>	INST SUPPLY-KNDG	400.00	0.00	400.00	384.33	0.00	15.67
<u>A 2110.450-02-3000</u>	INST SUPPLY-ART	2,500.00	0.00	2,500.00	383.62	18.97	2,097.41
<u>A 2110.450-02-3050</u>	STEM	200.00	0.00	200.00	198.60	0.00	1.40
<u>A 2110.450-02-4000</u>	INST SUPPLY-MUSIC	2,500.00	0.00	2,500.00	760.85	54.38	1,684.77
<u>A 2110.450-02-4100</u>	INST SUPPLY-PHYS ED.	200.00	0.00	200.00	0.00	0.00	200.00
<u>A 2110.450-02-4200</u>	INST-SUPPLY-REMEDATION	600.00	0.00	600.00	538.97	16.67	44.36
<u>A 2110.450-02-4700</u>	INST SUPPLY-GENERAL	12,500.00	0.00	12,500.00	3,905.84	143.51	8,450.65
<u>A 2110.450-03-3000</u>	INST SUPPLY-ART	4,000.00	108.00	4,108.00	3,845.23	261.78	0.99
<u>A 2110.450-03-3200</u>	INST SUPPLY-BUSINESS ED.	200.00	0.00	200.00	98.03	5.50	96.47
<u>A 2110.450-03-3400</u>	INST SUPPLY-ENGLISH	1,100.00	505.78	1,605.78	1,392.13	4.70	208.95
<u>A 2110.450-03-3500</u>	INST SUPPLY-FOR LANGUAGE	400.00	20.00	420.00	324.92	94.69	0.39
<u>A 2110.450-03-3600</u>	INST SUPPLY-HEALTH	200.00	0.00	200.00	0.00	0.00	200.00
<u>A 2110.450-03-3700</u>	INST SUPPLY-HOME EC.	1,100.00	746.00	1,846.00	841.28	0.00	1,004.72
<u>A 2110.450-03-3800</u>	INST SUPPLY-INDUSTRIAL ART	2,000.00	0.00	2,000.00	889.25	173.60	937.15
<u>A 2110.450-03-3900</u>	INST SUPPLY-MATH	1,400.00	-1,400.00	0.00	0.00	0.00	0.00
<u>A 2110.450-03-4000</u>	INST SUPPLY-MUSIC	1,000.00	500.00	1,500.00	643.98	856.02	0.00
<u>A 2110.450-03-4100</u>	INST SUPPLY-PHYS ED	400.00	260.00	660.00	659.54	0.00	0.46
<u>A 2110.450-03-4300</u>	INST SUPPLY-SCIENCE	1,000.00	0.00	1,000.00	846.30	66.20	87.50
<u>A 2110.450-03-4400</u>	INST SUPPLY-SOCIAL STUDY	600.00	0.00	600.00	587.05	0.00	12.95
<u>A 2110.450-03-4700</u>	INST SUPPLY-GENERAL	5,000.00	0.00	5,000.00	3,063.53	518.27	1,418.20
<u>A 2110.473-00-0000</u>	Charter School Tuition	0.00	20,000.00	20,000.00	14,057.00	5,943.00	0.00

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 12/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2110.480-01-0000</u>	TEXTBOOKS-OTHER SCHOOLS		1,000.00	-150.00	850.00	748.07	21.73	80.20
<u>A 2110.480-02-0006</u>	TEXTBOOKS-GRADE 6		7,000.00	-2,330.00	4,670.00	2,610.37	0.00	2,059.63
<u>A 2110.480-02-4800</u>	WORKBOOKS-ELEMENTARY		35,000.00	0.00	35,000.00	19,524.98	4,723.30	10,751.72
<u>A 2110.480-03-2270</u>	CONSUMABLE		8,000.00	0.00	8,000.00	6,541.05	454.80	1,004.15
<u>A 2110.480-03-3200</u>	TEXTBOOKS-BUSINESS ED.		500.00	167.00	667.00	666.25	0.00	0.75
<u>A 2110.480-03-3400</u>	TEXTBOOKS-ENGLISH		5,200.00	0.00	5,200.00	4,110.10	213.03	876.87
<u>A 2110.480-03-3500</u>	TEXTBOOKS-FOR. LANGUAGE		500.00	0.00	500.00	463.80	0.00	36.20
<u>A 2110.480-03-4000</u>	TEXTBOOKS-MUSIC		2,100.00	0.00	2,100.00	2,100.00	0.00	0.00
<u>A 2110.480-03-4700</u>	TEXTBOOKS-GENERAL INST.		2,500.00	0.00	2,500.00	2,000.00	0.00	500.00
<u>A 2110.490-00-0000</u>	BOCES SERVICES		875,000.00	-16,952.00	858,048.00	263,170.61	462,329.39	132,548.00
2110	TEACHING-REGULAR SCHOOL	*	4,164,201.00	21,761.13	4,185,962.13	1,298,910.01	495,083.85	2,391,968.27
21	New York State Income Tax	**	4,164,201.00	21,761.13	4,185,962.13	1,298,910.01	495,083.85	2,391,968.27
<u>A 2250.150-00-0000</u>	INSTRUCTIONAL SALARIES		630,087.00	0.00	630,087.00	176,804.67	0.00	453,282.33
<u>A 2250.160-00-0000</u>	NON INSTRUCT SALARIES		125,615.00	0.00	125,615.00	49,948.64	0.00	75,666.36
<u>A 2250.200-00-0000</u>	NEW EQUIPMENT		2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
<u>A 2250.400-00-0000</u>	CONTRACTUAL		15,000.00	1,155.00	16,155.00	6,666.98	8,861.02	627.00
<u>A 2250.404-00-0000</u>	CONFERENCE FEES		250.00	0.00	250.00	0.00	0.00	250.00
<u>A 2250.450-00-0000</u>	INSTRUCT. SUPPLIES		3,000.00	0.00	3,000.00	893.37	21.77	2,084.86
<u>A 2250.470-00-0000</u>	TUITION		200,000.00	206,169.20	406,169.20	167,271.28	238,897.30	0.62
<u>A 2250.490-00-0000</u>	BOCES SERVICES		1,725,088.00	0.00	1,725,088.00	672,715.37	1,052,372.63	0.00
2250	PROGRAMS-STUDENTS W/ DISABIL	*	2,701,540.00	207,324.20	2,908,864.20	1,074,300.31	1,300,152.72	534,411.17
<u>A 2280.150-00-0000</u>	INSTRUCTIONAL SALARIES		104,786.00	0.00	104,786.00	39,065.92	0.00	65,720.08
<u>A 2280.490-00-0000</u>	BOCES SERVICES		255,785.00	99,487.00	355,272.00	142,108.80	213,163.20	0.00
2280	OCCUPATIONAL EDUCATION	*	360,571.00	99,487.00	460,058.00	181,174.72	213,163.20	65,720.08
22	Federal Income Tax	**	3,062,111.00	306,811.20	3,368,922.20	1,255,475.03	1,513,315.92	600,131.25
<u>A 2330.490-00-0000</u>	BOCES-SPECIAL SCHOOL		65,955.00	0.00	65,955.00	25,182.00	37,773.00	3,000.00
2330	TEACHING-SPECIAL SCHOOLS	*	65,955.00	0.00	65,955.00	25,182.00	37,773.00	3,000.00
23	Income Executions	**	65,955.00	0.00	65,955.00	25,182.00	37,773.00	3,000.00
<u>A 2610.150-00-0000</u>	INSTRUCTIONAL SALARIES		85,399.00	0.00	85,399.00	26,102.80	0.00	59,296.20
<u>A 2610.160-00-0000</u>	NON INSTRUCT SALARIES		31,000.00	0.00	31,000.00	9,989.43	0.00	21,010.57
<u>A 2610.460-00-0000</u>	STATE AIDED LIBRARY MATERIALS		3,412.00	0.00	3,412.00	596.62	596.89	2,218.49
<u>A 2610.490-00-0000</u>	BOCES SERVICES		45,000.00	0.00	45,000.00	16,134.32	25,865.68	3,000.00
2610	SCHOOL LIBRARY & AUDIOVISUAL	*	164,811.00	0.00	164,811.00	52,823.17	26,462.57	85,525.26

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 12/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2630.220-00-0000</u>	STATE AIDED EQUIPMENT		9,509.00	15,602.20	25,111.20	17,020.43	8,045.58	45.19
<u>A 2630.450-00-0000</u>	SUPPLIES		7,291.00	-4,723.00	2,568.00	1,977.38	590.50	0.12
<u>A 2630.460-00-0000</u>	STATE AIDED SOFTWARE		8,180.00	350.00	8,530.00	96.00	8,180.00	254.00
<u>A 2630.490-00-0000</u>	BOCES		665,340.00	0.00	665,340.00	235,027.72	414,972.28	15,340.00
2630	COMPUTER ASSISTED INSTRUCTION	*	690,320.00	11,229.20	701,549.20	254,121.53	431,788.36	15,639.31
26	Social Security Tax	**	855,131.00	11,229.20	866,360.20	306,944.70	458,250.93	101,164.57
<u>A 2810.150-00-0000</u>	INSTRUCTIONAL SALARIES		101,290.00	0.00	101,290.00	28,106.27	0.00	73,183.73
<u>A 2810.160-00-0000</u>	NON INSTRUCT SALARIES		35,500.00	0.00	35,500.00	8,086.82	0.00	27,413.18
<u>A 2810.404-00-0000</u>	CONFERENCE FEES		500.00	-65.00	435.00	0.00	0.00	435.00
<u>A 2810.450-00-0000</u>	INTRUCTIONAL SUPPLIES		2,650.00	0.00	2,650.00	1,840.12	800.00	9.88
<u>A 2810.490-00-0000</u>	BOCES SERVICES		82,000.00	18,390.00	100,390.00	40,155.88	60,234.12	0.00
2810	GUIDANCE-REGULAR SCHOOL	*	221,940.00	18,325.00	240,265.00	78,189.09	61,034.12	101,041.79
<u>A 2815.160-00-0000</u>	NON INSTRUCT SALARIES		50,000.00	0.00	50,000.00	21,622.29	0.00	28,377.71
<u>A 2815.400-00-0000</u>	CONTRACTUAL		2,000.00	0.00	2,000.00	1,703.92	0.00	296.08
<u>A 2815.405-02-0000</u>	PRINTING-ELEMENTARY		1,500.00	-1,500.00	0.00	0.00	0.00	0.00
<u>A 2815.405-03-0000</u>	PRINTING-HIGH SCHOOL		3,000.00	-3,000.00	0.00	0.00	0.00	0.00
<u>A 2815.450-02-0000</u>	OFFICE SUPPLIES-ELEM		0.00	1,885.00	1,885.00	130.48	254.43	1,500.09
<u>A 2815.450-03-0000</u>	OFFICE SUPPLIES-H.S.		0.00	3,000.00	3,000.00	625.81	0.00	2,374.19
<u>A 2815.490-00-0000</u>	BOCES SERVICES		24,500.00	0.00	24,500.00	6,923.60	8,798.40	8,778.00
2815	HEALTH SERVICES-REGULAR SCHOOL	*	81,000.00	385.00	81,385.00	31,006.10	9,052.83	41,326.07
<u>A 2820.490-00-0000</u>	BOCES SERVICES		54,000.00	0.00	54,000.00	16,849.60	33,150.40	4,000.00
2820	PSYCHOLOGICAL SRVC-REG SCHOOL	*	54,000.00	0.00	54,000.00	16,849.60	33,150.40	4,000.00
<u>A 2825.150-00-0000</u>	SOCIAL WORKER		55,022.00	0.00	55,022.00	16,385.84	0.00	38,636.16
2825	SOCIAL WORK SRVC-REG SCHOOL	*	55,022.00	0.00	55,022.00	16,385.84	0.00	38,636.16
<u>A 2830.400-00-0000</u>	SRO OFFICER		45,000.00	1,940.00	46,940.00	162.70	0.00	46,777.30
2830	PUPIL PERSONNEL SRVC-SPEC SCHL	*	45,000.00	1,940.00	46,940.00	162.70	0.00	46,777.30
<u>A 2850.150-00-0000</u>	INSTRUCTIONAL SALARIES		97,525.00	0.00	97,525.00	2,663.00	0.00	94,862.00
<u>A 2850.400-00-0000</u>	CONTRACTUAL		1,000.00	65.00	1,065.00	911.50	0.00	153.50
<u>A 2850.450-00-0000</u>	SUPPLIES		1,000.00	0.00	1,000.00	960.05	0.00	39.95
2850	CO-CURRICULAR ACTIV-REG SCHL	*	99,525.00	65.00	99,590.00	4,534.55	0.00	95,055.45
<u>A 2855.150-00-0000</u>	INSTRUCTIONAL SALARIES		152,650.00	0.00	152,650.00	44,577.00	0.00	108,073.00
<u>A 2855.160-00-0000</u>	NON INSTRUCT SALARIES		5,235.00	0.00	5,235.00	4,153.75	0.00	1,081.25
<u>A 2855.400-00-0000</u>	CONTRACTUAL		10,000.00	0.00	10,000.00	440.00	0.00	9,560.00

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 12/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2855.403-00-0000</u>	TRAVEL-MILEAGE		500.00	116.00	616.00	615.70	0.00	0.30
<u>A 2855.409-00-0000</u>	DUES		5,000.00	0.00	5,000.00	2,450.00	0.00	2,550.00
<u>A 2855.410-00-0000</u>	RENTAL		5,000.00	0.00	5,000.00	0.00	2,100.00	2,900.00
<u>A 2855.411-00-0000</u>	OFFICIALS		35,000.00	0.00	35,000.00	15,252.38	0.00	19,747.62
<u>A 2855.413-00-0000</u>	TOURNAMENT FEES		5,000.00	0.00	5,000.00	1,025.00	0.00	3,975.00
<u>A 2855.450-00-0000</u>	INSTRUCT. SUPPLIES		28,000.00	0.00	28,000.00	20,170.89	863.57	6,965.54
<u>A 2855.450-00-0014</u>	UNIFORMS		12,600.00	121.60	12,721.60	10,331.02	1,332.03	1,058.55
2855	INTERSCHOL ATHLETICS-REG SCHL	*	258,985.00	237.60	259,222.60	99,015.74	4,295.60	155,911.26
28	New York City Income Tax	**	815,472.00	20,952.60	836,424.60	246,143.62	107,532.95	482,748.03
2		***	9,387,205.00	361,713.33	9,748,918.33	3,333,844.63	2,660,671.73	3,754,401.97
<u>A 5510.160-00-0000</u>	NON INSTRUCT SALARIES		291,415.00	0.00	291,415.00	101,086.99	0.00	190,328.01
<u>A 5510.161-00-0000</u>	NON INSTRUCT SALARIES		85,000.00	0.00	85,000.00	44,162.22	0.00	40,837.78
<u>A 5510.210-00-0000</u>	NEW BUSES		145,995.00	6,261.00	152,256.00	0.00	145,994.49	6,261.51
<u>A 5510.400-00-0000</u>	CONTRACTUAL		9,800.00	-2,500.00	7,300.00	619.42	410.93	6,269.65
<u>A 5510.414-00-0000</u>	INSURANCE		26,500.00	0.00	26,500.00	26,500.00	0.00	0.00
<u>A 5510.450-00-0000</u>	BUS REPAIR SUPPLIES		15,000.00	7,100.00	22,100.00	11,753.23	9,724.86	621.91
<u>A 5510.450-00-0509</u>	DIESEL		50,000.00	3,066.49	53,066.49	17,406.20	25,660.29	10,000.00
<u>A 5510.490-00-0000</u>	BOCES SERVICES		2,000.00	0.00	2,000.00	400.00	1,600.00	0.00
5510	DISTRICT TRANSPORT-MEDICAID	*	625,710.00	13,927.49	639,637.49	201,928.06	183,390.57	254,318.86
<u>A 5530.414-00-0000</u>	INSURANCE		9,500.00	0.00	9,500.00	9,500.00	0.00	0.00
<u>A 5530.416-00-0000</u>	NATURAL GAS		16,850.00	654.00	17,504.00	11,668.80	5,834.40	0.80
<u>A 5530.417-00-0000</u>	ELECTRICITY		25,000.00	-700.00	24,300.00	9,888.28	4,944.15	9,467.57
<u>A 5530.418-00-0000</u>	WATER		10,000.00	6,000.04	16,000.04	3,999.96	12,000.08	0.00
<u>A 5530.450-00-0515</u>	SUPPLIES&MATERIALS		1,000.00	1,350.00	2,350.00	1,198.88	594.57	556.55
<u>A 5530.450-00-0516</u>	TOOLS-MECHANICS		100.00	0.00	100.00	100.00	0.00	0.00
5530	GARAGE BUILDING	*	62,450.00	7,304.04	69,754.04	36,355.92	23,373.20	10,024.92
55		**	688,160.00	21,231.53	709,391.53	238,283.98	206,763.77	264,343.78
5		***	688,160.00	21,231.53	709,391.53	238,283.98	206,763.77	264,343.78
<u>A 9010.800-00-0000</u>	EMPLOYEE RETIREMENT		295,187.00	-2,500.00	292,687.00	114,371.00	0.00	178,316.00
9010	STATE RETIREMENT	*	295,187.00	-2,500.00	292,687.00	114,371.00	0.00	178,316.00
<u>A 9020.800-00-0000</u>	TEACHER RETIREMENT		615,888.00	0.00	615,888.00	7,869.73	0.00	608,018.27
9020	TEACHERS' RETIREMENT	*	615,888.00	0.00	615,888.00	7,869.73	0.00	608,018.27
<u>A 9030.800-00-0000</u>	SOCIAL SECURITY		514,547.00	0.00	514,547.00	156,140.53	0.00	358,406.47

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 12/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
9030	SOCIAL SECURITY	*	514,547.00	0.00	514,547.00	156,140.53	0.00	358,406.47
A 9040.800-00-0000	WORKERS COMP.		45,000.00	783.00	45,783.00	45,783.00	0.00	0.00
9040	WORKERS' COMPENSATION	*	45,000.00	783.00	45,783.00	45,783.00	0.00	0.00
A 9050.800-00-0000	UNEMPLOYMENT INS.		10,000.00	5,000.00	15,000.00	0.00	5,000.00	10,000.00
9050	UNEMPLOYMENT INSURANCE	*	10,000.00	5,000.00	15,000.00	0.00	5,000.00	10,000.00
A 9055.800-00-0000	DISABILITY INSURANCE		1,800.00	154.70	1,954.70	1,072.07	626.13	256.50
9055	DISABILITY INSURANCE	*	1,800.00	154.70	1,954.70	1,072.07	626.13	256.50
A 9060.800-00-0000	HEALTH INSURANCE		1,974,509.00	-29,189.00	1,945,320.00	1,141,981.74	0.00	803,338.26
9060	HOSPITAL, MEDICAL & DENTAL INS	*	1,974,509.00	-29,189.00	1,945,320.00	1,141,981.74	0.00	803,338.26
90		**	3,456,931.00	-25,751.30	3,431,179.70	1,467,218.07	5,626.13	1,958,335.50
A 9711.600-00-0000	SERIAL BOND-PRINCPAL-CONSTRUCTION		730,000.00	0.00	730,000.00	0.00	0.00	730,000.00
A 9711.700-00-0000	SERIAL BOND-INTEREST-CONSTRUCTION		215,824.00	0.00	215,824.00	57,912.00	0.00	157,912.00
9711	SERIAL BOND	*	945,824.00	0.00	945,824.00	57,912.00	0.00	887,912.00
A 9785.600-00-0000	POWER AUTHORITY-PRINCIPAL		74,771.00	-74,771.00	0.00	0.00	0.00	0.00
A 9785.700-00-0000	POWER AUTHORITY-INTEREST		61,013.00	-61,013.00	0.00	0.00	0.00	0.00
9785	Installment Purchase Debt- State Aided Computer	*	135,784.00	-135,784.00	0.00	0.00	0.00	0.00
A 9789.600-00-0000	OTHER DEBT-EPC PRINCIPAL		0.00	74,771.00	74,771.00	37,107.99	0.00	37,663.01
A 9789.700-00-0000	OTHER DEBT-EPC INTEREST		0.00	61,013.00	61,013.00	20,783.44	0.00	40,229.56
9789	Other Debt (Specify)	*	0.00	135,784.00	135,784.00	57,891.43	0.00	77,892.57
97	Endowment, Scholarship and Gift Fund	**	1,081,608.00	0.00	1,081,608.00	115,803.43	0.00	965,804.57
A 9901.950-00-0000	TRANSFER-SPECIAL AID		13,350.00	0.00	13,350.00	13,350.00	0.00	0.00
9901	TRANSFER TO SPECIAL AID	*	13,350.00	0.00	13,350.00	13,350.00	0.00	0.00
A 9950.900-00-0000	TRANSFER-CAPITAL FUND		100,000.00	0.00	100,000.00	100,000.00	0.00	0.00
9950	TRANSFER TO CAPITAL	*	100,000.00	0.00	100,000.00	100,000.00	0.00	0.00
99		**	113,350.00	0.00	113,350.00	113,350.00	0.00	0.00
9		***	4,651,889.00	-25,751.30	4,626,137.70	1,696,371.50	5,626.13	2,924,140.07
Fund ATotals:			16,415,975.00	472,572.21	16,888,547.21	6,063,308.10	3,342,458.82	7,482,780.29
Grand Totals:			16,415,975.00	472,572.21	16,888,547.21	6,063,308.10	3,342,458.82	7,482,780.29

NEW YORK MILLS UFSD

Revenue Status Report By Function From 7/1/2023 To 12/31/2023



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<u>A 1001</u>	TAXES RECEIVABLE	7,317,286.00	0.00	7,317,286.00	7,090,249.91	227,036.09
<u>A 1081</u>	PAYMENTS IN LIEU OF TAXES	258,000.00	0.00	258,000.00	267,135.51	-9,135.51
<u>A 1085</u>	STAR PROGRAM	800,000.00	0.00	800,000.00	0.00	800,000.00
<u>A 1335</u>	OTHER STUDENT FEES AND CHARGES	1,500.00	0.00	1,500.00	2,530.89	-1,030.89
<u>A 2401</u>	INTEREST AND EARNINGS	75,000.00	0.00	75,000.00	101,803.75	-26,803.75
<u>A 2413</u>	RENTAL OF REAL PROPERTY/BOCES	5,000.00	0.00	5,000.00	1,000.00	4,000.00
<u>A 2450</u>	COMMISSIONS	2,000.00	0.00	2,000.00	1,484.06	515.94
<u>A 2700</u>	RETIREE DRUG SUBSIDY	35,000.00	0.00	35,000.00	20,565.47	14,434.53
<u>A 2701</u>	REFUNDS FOR BOCES AIDED SERVICES	325,000.00	0.00	325,000.00	0.00	325,000.00
<u>A 2703</u>	REFUND OF PRIORS YRS EXPENSE	75,000.00	0.00	75,000.00	84,283.02	-9,283.02
<u>A 2705</u>	GIFTS AND DONATIONS	0.00	0.00	0.00	2,223.00	-2,223.00
<u>A 2770</u>	UNCLASSIFIED OTHER REVENUE	65,000.00	0.00	65,000.00	47,037.80	17,962.20
<u>A 3101</u>	BASIC FORMULA	2,820,019.00	0.00	2,820,019.00	548,875.54	2,271,143.46
<u>A 3101.001</u>	EXCESS COST	950,000.00	0.00	950,000.00	260,447.25	689,552.75
<u>A 3102</u>	LOTTERY AID	875,000.00	0.00	875,000.00	590,179.97	284,820.03
<u>A 3102.00.2</u>	COMMERCIAL GAMING	16,395.00	0.00	16,395.00	276,985.56	-260,590.56
<u>A 3102.001</u>	VLT LOTTERY GRANT	150,000.00	0.00	150,000.00	78,399.24	71,600.76
<u>A 3102.003</u>	CANNIBUS	0.00	0.00	0.00	1,267.65	-1,267.65
<u>A 3103</u>	BOARDS OF COOPERATIVE EDUCATIONAL S	925,000.00	0.00	925,000.00	0.00	925,000.00
<u>A 3104</u>	TUITION AID	1,000.00	0.00	1,000.00	0.00	1,000.00
<u>A 3260</u>	TEXTBOOKS	30,000.00	0.00	30,000.00	8,760.00	21,240.00
<u>A 3262</u>	COMPUTER SOFTWARE AID	8,000.00	0.00	8,000.00	0.00	8,000.00
<u>A 3262.001</u>	HARDWARE AID	8,500.00	0.00	8,500.00	0.00	8,500.00
<u>A 3263</u>	LIBRARY A/V LOAN PROGRAM	3,250.00	0.00	3,250.00	0.00	3,250.00
<u>A 3289</u>	OTHER STATE AID	0.00	0.00	0.00	1,400.00	-1,400.00
<u>A 4089</u>	FEDERAL AID ARP, CARES ACT	203,525.00	0.00	203,525.00	203,525.00	0.00
<u>A 4601</u>	MEDICAID REIMBURSEMENT	2,500.00	0.00	2,500.00	171.01	2,328.99
A Totals:		14,951,975.00	0.00	14,951,975.00	9,588,324.63	5,363,650.37
Grand Totals:		14,951,975.00	0.00	14,951,975.00	9,588,324.63	5,363,650.37

NEW YORK MILLS UNION FREE SCHOOLS
SCHOOL LUNCH
ACCOUNT 6559
TREASURER'S MONTHLY REPORT

For the period

FROM: 12/01/23 TO: December 31, 2023

Total available balance as reported at the end of preceding period \$36,880.84

RECEIPTS DURING MONTH

(With breakdown of source including full amount of all short term loans)

Date	Source	Amount
DEC 31	Interest	30.93
Total Receipts		30.93
Total Receipts, including balance		\$36,911.77

DISBURSEMENTS MADE DURING MONTH

BY CHECK				
From Check No.	2071	To Check No	2071	3,569.30
BY DEBIT CHARGE				
(Total amount of checks issued and debit charges)				\$3,569.30
Cash Balance as shown by records				<u>\$33,342.47</u>

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	33,342.47
Less total of outstanding checks	0.00
Net balance in bank	33,342.47
Amount of deposits in transit	
Total available balance	<u>\$33,342.47</u>
(Must agree with Cash Balance above if there is a true reconciliation)	

Received by the Board of Education and entered as part of the minutes of the board meeting held

This is to certify that the above Cash Balance is in agreement with my bank statement as reconciled

CLERK OF BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT


PREPARED BY

NEW YORK MILLS UFSD

Bank Reconciliation for period ending on 12/31/2023



Account: M&T SCHOOL LUNCH CHECKING
Cash Account(s): C 200

Ending Bank Balance:		33,342.47
Outstanding Checks (See listing below):	-	0.00
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance:	33,342.47
Cash Account Balance:	33,342.47

Outstanding Check Listing

Check Date	Check Number	Payee	Amount
Outstanding Check Total:			0.00

Prepared By

Approved By

NEW YORK MILLS UNION FREE SCHOOLS
SCHOOL LUNCH SAVINGS
ACCOUNT 3566
TREASURER'S MONTHLY REPORT

For the period

FROM: 12/01/23 TO: December 31, 2023

Total available balance as reported at the end of preceding period \$30,113.67

RECEIPTS DURING MONTH

(With breakdown of source including full amount of all short term loans)

Date	Source	Amount
DEC 31	Interest	89.65
Total Receipts		89.65
Total Receipts, including balance		\$30,203.32

DISBURSEMENTS MADE DURING MONTH

BY CHECK

From Check No.	To Check No	0.00
----------------	-------------	------

BY DEBIT CHARGE

(Total amount of checks issued and debit charges)	\$0.00
---	--------

Cash Balance as shown by records	<u>\$30,203.32</u>
----------------------------------	--------------------

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	30,203.32	
Less total of outstanding checks	0.00	
Net balance in bank	30,203.32	
Amount of Transfers in transit	0.00	
Total available balance		<u>\$30,203.32</u>
(Must agree with Cash Balance above if there is a true reconciliation)		

Received by the Board of Education and entered as part of the minutes of the board meeting held

This is to certify that the above Cash Balance is in agreement with my bank statement as reconciled

CLERK OF BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT



PREPARED BY

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2023 - 12/31/2023



Account	Description	Debits	Credits
C 200	CASH IN CHECKING	33,342.47	0.00
C 201	CASH IN TIME DEPOSITS	30,203.32	0.00
C 210	PETTY CASH	20.00	0.00
C 522	EXPENDITURES	14,277.20	0.00
C 911	UNAPPROPRIATED FUND BALANCE	0.00	58,008.35
C 980	REVENUES	0.00	19,834.64
C Fund Totals:		77,842.99	77,842.99
Grand Totals:		77,842.99	77,842.99

NEW YORK MILLS UFSD

Revenue Status Report By Function From 7/1/2023 To 12/31/2023



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<u>C 2401</u>	INTEREST AND EARNINGS	0.00	0.00	0.00	680.46	-680.46
<u>C 2770</u>	MISCELLANEOUS REVENUE	0.00	0.00	0.00	19,154.18	-19,154.18
	C Totals:	0.00	0.00	0.00	19,834.64	-19,834.64
	Grand Totals:	0.00	0.00	0.00	19,834.64	-19,834.64

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 12/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>C 2860.490</u>	B.O.C.E.S.	0.00	0.00	0.00	14,277.20	0.00	-14,277.20
2860	*	0.00	0.00	0.00	14,277.20	0.00	-14,277.20
28	**	0.00	0.00	0.00	14,277.20	0.00	-14,277.20
2	***	0.00	0.00	0.00	14,277.20	0.00	-14,277.20
	Fund CTotals:	0.00	0.00	0.00	14,277.20	0.00	-14,277.20
	Grand Totals:	0.00	0.00	0.00	14,277.20	0.00	-14,277.20

NEW YORK MILLS UNION FREE SCHOOLS
TRUST & AGENCY
ACCOUNT 6567
TREASURER'S MONTHLY REPORT

For the period

FROM: 12/01/23 TO: December 31, 2023

Total available balance as reported at the end of preceding period \$0.00

RECEIPTS DURING MONTH

(With breakdown of source including full amount of all short term loans)

\$0.00

Date	Source	Amount	
DEC 4	Transfers from General for Payroll	227,901.88	
18	Transfers from General for Payroll	235,389.02	
		-	
	Total Receipts		\$463,290.90
	Total Receipts, including balance		\$463,290.90

DISBURSEMENTS MADE DURING MONTH

BY DEBIT CHARGE	Transfers for Payroll Checks and Direct Deposits	324,710.66	
	Federal Taxes	107,085.34	
	State Taxes	19,380.48	
	OMNI	9,905.88	
	ERS		
	(Total amount of checks issued and debit charges)		461,082.36
	Cash Balance as shown by records		<u>\$2,208.54</u>

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	2,216.51	
	<u>2,216.51</u>	
Outstanding December ERS Wire	7.97	
DEC ERS in Transit	2,207.54	
Transfer Error 12-8-23	1.00	
	<u>2,216.51</u>	
Amount of transfers in transit		
Total available balance		<u>\$0.00</u>
(Must agree with Cash Balance above if there is a true reconciliation)		

Received by the Board of Education and entered as part of the minutes of the board meeting held

This is to certify that the above Cash Balance is in agreement with my bank statement as reconciled

CLERK OF BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT

PREPARED BY

NEW YORK MILLS UNION FREE SCHOOLS
PAYROLL ACCOUNT
ACCOUNT 6542
TREASURER'S MONTHLY REPORT

For the period

FROM: 12/01/23 TO: December 31, 2023

Total available balance as reported at the end of preceding period

\$ -

RECEIPTS DURING MONTH

(With breakdown of source including full amount of all short term loans)

Date	Source	Amount	
DEC 8	Net Payroll	160,558.23	
22	Net Payroll	164,152.43	
	Net Payroll		
	Total Receipts		324,710.66
	Total Receipts, including balance		324,710.66

DISBURSEMENTS MADE DURING MONTH

BY CHECK					
From Check No.	93825	To Check No.	94057	37,532.84	
BY DEBIT CHARGE	Direct Deposits			287,178.82	
				(Total amount of checks issued and debit charges)	324,711.66
	Cash Balance as shown by records				<u>(1.00)</u>

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	2,340.63	
Less total of outstanding checks (See attached Nvision report)	2,341.63	
Net balance in bank	(1.00)	
Deposit in Transit from 12-8-23 Payroll	1.00	
Total available balance		<u>(1.00)</u>
(Must agree with Cash Balance above if there is a true reconciliation)		

Received by the Board of Education and entered as part of the minutes of the board meeting held

This is to certify that the above Cash Balance is in agreement with my bank statement as reconciled

CLERK OF BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT


PREPARED BY

NEW YORK MILLS UFSD

Bank Reconciliation for period ending on 12/31/2023



Account: M&T PAYROLL CHECKING
Cash Account(s): A 710

Ending Bank Balance:		2,340.63
Outstanding Checks (See listing below):	-	2,341.63
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance:		-1.00
Cash Account Balance:		0.00

Outstanding Check Listing

Check Date	Check Number	Payee	Amount
07/01/2022	90187	MARY CLEMENTS	1,146.44
11/23/2022	91009	ELIESA FITZGERALD	21.86
01/06/2023	91396	MARY CLEMENTS	1,173.33
Outstanding Check Total:			2,341.63

Prepared By

Approved By

NEW YORK MILLS UNION FREE SCHOOLS
CAPITAL FUND
ACCOUNT 6575
TREASURER'S MONTHLY REPORT

For the period

FROM: 12/01/23 TO: December 31, 2023

Total available balance as reported at the end of preceding period \$117,362.30

RECEIPTS DURING MONTH

(With breakdown of source including full amount of all short term loans)

Date	Source	Amount
DEC 31	Interest	99.65
Total Receipts		\$99.65
Total Receipts, including balance		\$117,461.95

DISBURSEMENTS MADE DURING MONTH

BY CHECK				
From Check No.	2182	To Check No.	2182	1,090.00
BY DEBIT CHARGE	for Payroll Principal & Interest BAN payment			
(Total amount of checks issued and debit charges)				\$1,090.00
Cash Balance as shown by records				<u>\$116,371.95</u>

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	116,371.95
Less total of outstanding checks	0.00
Net balance in bank	116,371.95
Total available balance	<u>\$116,371.95</u>
(Must agree with Cash Balance above if there is a true reconciliation)	

Received by the Board of Education and entered as part of the minutes of the board meeting held

This is to certify that the above Cash Balance is in agreement with my bank statement as reconciled

CLERK OF BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT

PREPARED BY

NEW YORK MILLS UFSD

Bank Reconciliation for period ending on 12/31/2023



Account: M&T CAPITAL FUND CHECKING
Cash Account(s): H 200, H5003 200, HB00 200, HB03 200, HB04 200, HB99 200

Ending Bank Balance:		116,371.95
Outstanding Checks (See listing below):	-	0.00
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance:		116,371.95
Cash Account Balance:		116,371.95

Outstanding Check Listing

Check Date	Check Number	Payee	Amount
Outstanding Check Total:			0.00

Prepared By

Approved By

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2023 - 12/31/2023



Account	Description	Debits	Credits
H 002600	ACCOUNTS PAYABLE - ENERGY PERFORMANCE	0.00	0.50
H 200	CASH IN CHECKING	0.00	33,482.24
H 521	ENCUMBRANCES	6,570.00	0.00
H 522	EXPENDITURES	362,355.54	0.00
H 630	DUE TO OTHER FUNDS	0.00	15,225.95
H 821	RESERVE FOR ENCUMBRANCES	0.00	6,570.00
H 911	UNAPPROPRIATED FUND BALANCE	0.00	213,646.85
H 980	REVENUES	0.00	100,000.00
H Fund Totals:		368,925.54	368,925.54
H5003 200	CASH BUS GARAGE EMERGENCY	149,854.19	0.00
H5003 909	Fund Balance, Unreserved	0.00	149,854.19
H5003 Fund Totals:		149,854.19	149,854.19
Grand Totals:		518,779.73	518,779.73

NEW YORK MILLS UFSD

Revenue Status Report By Function From 7/1/2023 To 12/31/2023



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<u>H 5031</u>	INTERFUND TRANSFERS FROM GENERAL	0.00	0.00	0.00	100,000.00	-100,000.00
	H Totals:	0.00	0.00	0.00	100,000.00	-100,000.00
	Grand Totals:	0.00	0.00	0.00	100,000.00	-100,000.00

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 12/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>H 0002.016-240</u>	EPC CONTRACTUAL	0.00	0.00	0.00	355,735.60	0.00	-355,735.60
<u>H 0002.019-240</u>	CAPITAL OUTLAY 2023/24 CONTRACTUAL	0.00	0.00	0.00	79.94	0.00	-79.94
<u>H 0002.019-245</u>	CAPITAL OUTLAY 2023/24 ARCHITECT	0.00	0.00	0.00	6,540.00	6,570.00	-13,110.00
0002	*	0.00	0.00	0.00	362,355.54	6,570.00	-368,925.54
00	**	0.00	0.00	0.00	362,355.54	6,570.00	-368,925.54
0	***	0.00	0.00	0.00	362,355.54	6,570.00	-368,925.54
	Fund HTotals:	0.00	0.00	0.00	362,355.54	6,570.00	-368,925.54
Grand Totals:		0.00	0.00	0.00	362,355.54	6,570.00	-368,925.54

NEW YORK MILLS UNION FREE SCHOOLS
DEBT SERVICE ACCOUNT
ACCOUNT 3558
TREASURER'S MONTHLY REPORT

For the period

FROM: 12/01/23 TO: December 31, 2023

Total available balance as reported at the end of preceding period \$1,373,053.53

RECEIPTS DURING MONTH

(With breakdown of source including full amount of all short term loans)

Date	Source	Amount
DEC 31	Interest	4,087.42

Total Receipts \$4,087.42

Total Receipts, including balance \$1,377,140.95

DISBURSEMENTS MADE DURING MONTH

BY CHECK

From Check No. To Check No

BY DEBIT CHARGE 0.00

(Total amount of checks issued and debit charges) \$0.00

Cash Balance as shown by records \$1,377,140.95

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month 1,377,140.95

Less total of outstanding checks 0.00

Net balance in bank 1,377,140.95

Amount of transfers in transit

Total available balance \$1,377,140.95

(Must agree with Cash Balance above if there is a true reconciliation)

Received by the Board of Education and entered as part of the minutes of the board meeting held

This is to certify that the above Cash Balance is in agreement with my bank statement as reconciled

CLERK OF THE BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT

PREPARED BY

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2023 - 12/31/2023



Account	Description	Debits	Credits
V 231	CASH IN TIME-SPECIAL RESERVES	1,377,140.95	0.00
V 391	DUE FROM OTHER FUNDS	625.95	0.00
V 911	UNAPPROPRIATED FUND BALANCE	0.00	1,354,067.24
V 980	REVENUES	0.00	23,699.66
V Fund Totals:		1,377,766.90	1,377,766.90
Grand Totals:		1,377,766.90	1,377,766.90

NEW YORK MILLS UFSD

Revenue Status Report By Function From 7/1/2023 To 12/31/2023



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<u>V 2401</u>	INTERST AND EARNINGS	0.00	0.00	0.00	23,699.66	-23,699.66
	V Totals:	0.00	0.00	0.00	23,699.66	-23,699.66
	Grand Totals:	0.00	0.00	0.00	23,699.66	-23,699.66

NEW YORK MILLS UNION FREE SCHOOLS
FEDERAL FUND
ACCOUNT 6534
TREASURER'S MONTHLY REPORT

For the period

FROM: 12/01/23 TO: December 31, 2023

Total available balance as reported at the end of preceding period \$186,383.96

RECEIPTS DURING MONTH

(With breakdown of source including full amount of all short term loans)

Date	Source	Amount
DEC 31	Interest	179.45
14	NYS OSC AID RECEIVED	67,940.00

Total Receipts \$68,119.45

Total Receipts, including balance \$254,503.41

DISBURSEMENTS MADE DURING MONTH

BY CHECK

From Check No. To Check No.

BY DEBIT CHARGE Payroll 21,468.62
General Fund - Due to

(Total amount of checks issued and debit charges) \$21,468.62

Cash Balance as shown by records \$233,034.79

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month 233,034.79

Less total of outstanding checks _____

Net balance in bank 233,034.79

Reconciling Items:

Total available balance \$233,034.79

(Must agree with Cash Balance above if there is a true reconciliation)

Received by the Board of Education and entered as part of the minutes of the board meeting held

This is to certify that the above Cash Balance is in agreement with my bank statement as reconciled

CLERK OF BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT

PREPARED BY

**LIST OF OUTSTANDING CHECKS
FEDERAL FUND**

CHECK NO.	AMOUNT	CHECK NO.	AMOUNT
TOTAL	\$0.00	TOTAL	

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2023 - 12/31/2023



Account	Description	Debits	Credits	Balance
F014 200	CASH IN CHECKING	42,199.00	0.00	42,199.00
F014 510	ESTIMATED REVENUE	210,999.00	0.00	210,999.00
F014 960	APPROPRIATIONS	0.00	210,999.00	210,999.00 CR
F014 980	REVENUES	0.00	42,199.00	42,199.00 CR
F014 Fund Totals:		253,198.00	253,198.00	0.00
F022 200	CASH IN CHECKING - TITLE I PT A	705,719.60	451,998.17	253,721.43
F022 630	DUE TO OTHER FUNDS - TITLE I PT A	400,000.00	653,721.43	253,721.43 CR
F022 Fund Totals:		1,105,719.60	1,105,719.60	0.00
F023 200	CASH IN CHECKING - TITLE I PART A	19,433.00	19,432.52	0.48
F023 410	STATE & FEDERAL AID RECEIVABLE-TITLE I PART A	19,432.52	19,433.00	0.48 CR
F023 Fund Totals:		38,865.52	38,865.52	0.00
F024 200	CASH IN CHECKING	23,741.00	42,692.40	18,951.40 CR
F024 391	DUE FROM OTHER FUNDS	39,646.00	23,741.00	15,905.00
F024 410	STATE & FEDERAL AID RECEIVABLE	0.00	15,905.00	15,905.00 CR
F024 510	ESTIMATED REVENUE	118,709.00	0.00	118,709.00
F024 521	ENCUMBRANCES	747.00	0.00	747.00
F024 522	EXPENDITURES	42,692.40	0.00	42,692.40
F024 821	RESERVE FOR ENCUMBRANCES	0.00	747.00	747.00 CR
F024 960	APPROPRIATIONS	0.00	118,709.00	118,709.00 CR
F024 980	REVENUES	0.00	23,741.00	23,741.00 CR
F024 Fund Totals:		225,535.40	225,535.40	0.00
F034 200	CASH IN CHECKING - IDEA PART B, SEC #611	30,779.00	43,182.08	12,403.08 CR
F034 510	ESTIMATED REVENUE	153,898.00	0.00	153,898.00
F034 521	ENCUMBRANCES	279.00	0.00	279.00
F034 522	EXPENDITURES - IDEA PART B, SEC #611	43,182.08	0.00	43,182.08
F034 821	RESERVE FOR ENCUMBRANCES	0.00	279.00	279.00 CR
F034 960	EST APPROPRIATIONS - IDEA PART B, SEC #611	0.00	153,898.00	153,898.00 CR
F034 980	REVENUES - IDEA PART B, SEC #611	0.00	30,779.00	30,779.00 CR
F034 Fund Totals:		228,138.08	228,138.08	0.00
F043 391	DUE FROM OTHER FUNDS - TITLE II	0.00	15,905.00	15,905.00 CR
F043 410	STATE & FEDERAL AID RECEIVABLE - TITLE II	15,905.00	0.00	15,905.00
F043 Fund Totals:		15,905.00	15,905.00	0.00
F044 391	DUE FROM OTHER FUNDS	3,279.00	0.00	3,279.00
F044 510	ESTIMATED REVENUE	16,399.00	0.00	16,399.00
F044 960	APPROPRIATIONS	0.00	16,399.00	16,399.00 CR
F044 980	REVENUES	0.00	3,279.00	3,279.00 CR
F044 Fund Totals:		19,678.00	19,678.00	0.00
F054 200	CASH IN CHECKING- IDEA PART B, SEC #619	337.00	0.00	337.00
F054 510	ESTIMATED REVENUE	1,685.00	0.00	1,685.00
F054 521	ENCUMBRANCES	289.70	0.00	289.70
F054 821	RESERVE FOR ENCUMBRANCES	0.00	289.70	289.70 CR
F054 960	EST APPROPRIATIONS - IDEA PART B, SEC #619	0.00	1,685.00	1,685.00 CR
F054 980	REVENUES - IDEA PART B, SEC #619	0.00	337.00	337.00 CR
F054 Fund Totals:		2,311.70	2,311.70	0.00
F074 200	CASH	2,000.00	1,795.00	205.00
F074 510	ESTIMATED REVENUE	10,000.00	0.00	10,000.00

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2023 - 12/31/2023



Account	Description	Debits	Credits	Balance
F074 522	EXPENDITURES	1,795.00	0.00	1,795.00
F074 960	APPROPRIATIONS	0.00	10,000.00	10,000.00 CR
F074 980	REVENUES	0.00	2,000.00	2,000.00 CR
F074 Fund Totals:		13,795.00	13,795.00	0.00
F084 200	CASH IN CHECKING	25,051.61	57,125.25	32,073.64 CR
F084 522	EXPENDITURES	57,125.25	339.20	56,786.05
F084 980	REVENUES	0.00	24,712.41	24,712.41 CR
F084 Fund Totals:		82,176.86	82,176.86	0.00
Grand Totals:		1,985,323.16	1,985,323.16	0.00

NEW YORK MILLS UFSD

Revenue Status Report By Function From 7/1/2023 To 12/31/2023



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<u>F014 4289</u>	TITLE IV	210,999.00	0.00	210,999.00	42,199.00	168,800.00
	F014 Totals:	210,999.00	0.00	210,999.00	42,199.00	168,800.00
<u>F024 4126</u>	TITLE I	118,709.00	0.00	118,709.00	23,741.00	94,968.00
	F024 Totals:	118,709.00	0.00	118,709.00	23,741.00	94,968.00
<u>F034 4256</u>	SECTION #611	153,898.00	0.00	153,898.00	30,779.00	123,119.00
	F034 Totals:	153,898.00	0.00	153,898.00	30,779.00	123,119.00
<u>F044 4289</u>	TITLE II	16,399.00	0.00	16,399.00	3,279.00	13,120.00
	F044 Totals:	16,399.00	0.00	16,399.00	3,279.00	13,120.00
<u>F054 4256</u>	SECTION #619	1,685.00	0.00	1,685.00	337.00	1,348.00
	F054 Totals:	1,685.00	0.00	1,685.00	337.00	1,348.00
<u>F074 4126</u>	TITLE IA	10,000.00	0.00	10,000.00	0.00	10,000.00
<u>F074 4289</u>	TITLE IV	0.00	0.00	0.00	2,000.00	-2,000.00
	F074 Totals:	10,000.00	0.00	10,000.00	2,000.00	8,000.00
<u>F084 3289</u>	MEDICAID-TUITION	0.00	0.00	0.00	11,362.41	-11,362.41
<u>F084 5031</u>	INTERFUND TRANSFERS	0.00	0.00	0.00	13,350.00	-13,350.00
	F084 Totals:	0.00	0.00	0.00	24,712.41	-24,712.41
	Grand Totals:	511,690.00	0.00	511,690.00	127,047.41	384,642.59

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 12/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
F014 2110.150	INSTRUCTIONAL SALARIES	124,768.00	0.00	124,768.00	0.00	0.00	124,768.00
F014 2110.160	NONINSTRUCTIONAL SALARIES	47,918.00	0.00	47,918.00	0.00	0.00	47,918.00
F014 2110.800	BENEFITS	38,313.00	0.00	38,313.00	0.00	0.00	38,313.00
Fund F014Totals:		210,999.00	0.00	210,999.00	0.00	0.00	210,999.00
F024 2110.150	INSTRUCTIONAL SALARIES-TITLE I-A	117,962.00	0.00	117,962.00	42,692.40	0.00	75,269.60
F024 2110.450	SUPPLIES & MATERIALS	747.00	0.00	747.00	0.00	747.00	0.00
Fund F024Totals:		118,709.00	0.00	118,709.00	42,692.40	747.00	75,269.60
F034 2250.150	INSTRUCTIONAL SALARIES-sECTION #611	140,339.00	0.00	140,339.00	43,182.08	0.00	97,156.92
F034 2250.400	PURCHASES SERVICES	13,280.00	0.00	13,280.00	0.00	0.00	13,280.00
F034 2250.450	SUPPLIES & MATERIALS	279.00	0.00	279.00	0.00	279.00	0.00
Fund F034Totals:		153,898.00	0.00	153,898.00	43,182.08	279.00	110,436.92
F044 2110.400	CONTRACTUAL	16,399.00	0.00	16,399.00	0.00	0.00	16,399.00
Fund F044Totals:		16,399.00	0.00	16,399.00	0.00	0.00	16,399.00
F054 2250.400	PURCHASE SERVICES - IDEA PART B, SEC #619	1,371.00	0.00	1,371.00	0.00	0.00	1,371.00
F054 2250.450	SUPPLIES - IDEA PART B, SEC #619	314.00	0.00	314.00	0.00	289.70	24.30
Fund F054Totals:		1,685.00	0.00	1,685.00	0.00	289.70	1,395.30
F074 2110.160	NON INST SALARIES TITLE IA	3,080.00	0.00	3,080.00	0.00	0.00	3,080.00
F074 2110.400	PURCHASE SERVICES	6,920.00	0.00	6,920.00	1,795.00	0.00	5,125.00
Fund F074Totals:		10,000.00	0.00	10,000.00	1,795.00	0.00	8,205.00
F084 2253.472	TUITION-SSH#4408	0.00	0.00	0.00	49,744.00	0.00	-49,744.00
F084 5511.160	NONINSTRUCTIONAL SALARIES	0.00	0.00	0.00	7,042.05	0.00	-7,042.05
Fund F084Totals:		0.00	0.00	0.00	56,786.05	0.00	-56,786.05
Grand Totals:		511,690.00	0.00	511,690.00	144,455.53	1,315.70	365,918.77

**NEW YORK MILLS UFSD
2023-2024 SCHOLARSHIPS
PRIVATE PURPOSE TRUST AND PERMANENT FUNDS
PRORATION OF INTEREST EARNINGS**

NAME		OPENING BAL	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	ENDING BAL
BEEKMAN	A	2,065.74	2,071.02	2,077.01	2,082.99	2,089.20	2,095.21	2,101.46	2,101.46	2,101.46	2,101.46	2,101.46	2,101.46	2,101.46	2,101.46
HERTHUM FUND	R	5,593.70	5,607.97	5,624.20	5,640.40	5,657.19	5,673.49	5,690.41	5,690.41	5,690.41	5,690.41	5,690.41	5,690.41	5,690.41	5,690.41
KIWANIS CLUB	H	3,949.17	3,959.24	3,970.70	3,982.14	3,993.99	4,005.50	4,017.44	4,017.44	4,017.44	4,017.44	4,017.44	4,017.44	4,017.44	4,017.44
MIGA MENTORING	M	2,345.13	2,351.11	2,357.92	2,364.71	2,371.75	2,378.58	2,385.67	2,385.67	2,385.67	2,385.67	2,385.67	2,385.67	2,385.67	2,385.67
D & G HERTHUM	DGH	6,072.77	6,088.26	6,105.88	6,123.47	6,141.70	6,159.39	6,177.76	6,177.76	6,177.76	6,177.76	6,177.76	6,177.76	6,177.76	6,177.76
ETUDES	X	6.81	6.83	6.85	6.87	6.89	6.91	6.93	6.93	6.93	6.93	6.93	6.93	6.93	6.93
KARUZAS	Y	25,339.81	25,404.45	25,477.98	25,551.37	25,627.43	25,701.25	25,777.89	25,777.89	25,777.89	25,777.89	25,777.89	25,777.89	25,777.89	25,777.89
LAVIER	TL	474.12	475.33	476.71	478.09	479.51	480.90	582.33	582.33	582.33	582.33	582.33	582.33	582.33	582.33
		45,847.25	45,964.21	46,097.25	46,230.04	46,367.66	46,501.23	46,739.89	46,739.89	46,739.89	46,739.89	46,739.89	46,739.89	46,739.89	46,739.89

INTEREST EARNED

			JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
BEEKMAN	A	0.00	5.28	5.99	5.98	6.21	6.01	6.25	-	-	-	-	-	-	35.72
HERTHUM FUND	R	0.00	14.27	16.23	16.20	16.79	16.30	16.92	-	-	-	-	-	-	96.71
KIWANIS CLUB	H	0.00	10.07	11.46	11.44	11.85	11.51	11.94	-	-	-	-	-	-	68.27
MIGA MENTORING	M	0.00	5.98	6.81	6.79	7.04	6.83	7.09	-	-	-	-	-	-	40.54
D & G HERTHUM	DGH	0.00	15.49	17.62	17.59	18.23	17.69	18.37	-	-	-	-	-	-	104.99
ETUDES	X	0.00	0.02	0.02	0.02	0.02	0.02	0.02	-	-	-	-	-	-	0.12
KARUZAS	Y	0.00	64.64	73.53	73.39	76.06	73.82	76.64	-	-	-	-	-	-	438.08
LAVIER	TL	0.00	1.21	1.38	1.38	1.42	1.39	1.43	-	-	-	-	-	-	8.21
INTEREST			116.96	133.04	132.79	137.62	133.57	138.66	-	-	-	-	-	-	792.64
		0.00	116.96	133.04	132.79	137.62	133.57	138.66	0.00	0.00	0.00	0.00	0.00	0.00	792.64

INTEREST JOURNAL ENTRY

			TE201	138.66	
BEEKMAN		TE2401	TE092A		6.25
HERTHUM FUND			TE092R		16.92
KIWANIS CLUB			TE092H		11.94
MIGA			TE092M		7.09
D&G HERTHUM			TE092DGH		18.37
ETUDES			TE092X		0.02
KARUZAS			TE092Y		76.64
LAVIER			TE092TL		1.43
					138.66

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2023 - 12/31/2023



Account	Description	Debits	Credits
TE 092A	BEEKMAN SCHOLARSHIP	0.00	101.46
TE 092DGH	DONNA & GEORGE HERTHUM	0.00	6,177.76
TE 092H	KIWANIS CLUB SCHOLARSHIP	0.00	197.44
TE 092M	MIGA MENTORING	0.00	2,385.67
TE 092R	HERTHUM FUND & COMMUNITY FOUNDATION	0.00	690.41
TE 092TL	TIMOTHY LAVIER SCHOLARSHIP	0.00	580.95
TE 092X	ETUDES MUSIC CLUB	0.00	6.93
TE 092Y	KARUZAS SCHOLARSHIP	0.00	25,779.27
TE 201	EXPENDABLE TRUST SAVINGS	35,919.89	0.00
TE Fund Totals:		35,919.89	35,919.89
TN 097A	BEEKMAN SCHOLARSHIP	0.00	2,000.00
TN 097H	KIWANIS CLUB SCHOLARSHIP	0.00	3,820.00
TN 097R	HERTHUM FUND & COMMUNITY FOUNDATION	0.00	5,000.00
TN 201	NON-EXPENDABLE SAVINGS	10,820.00	0.00
TN Fund Totals:		10,820.00	10,820.00
Grand Totals:		46,739.89	46,739.89

**3.4 Approval of the
Previous Minutes**



BOARD OF EDUCATION MEETING AGENDA
January 9, 2024
6 PM - NEW YORK MILLS UFSD LIBRARY

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

Agenda Item	Who	Information Distributed	Action	Notes
1. MEETING CALL TO ORDER				6:00pm
1.1 Pledge to the Flag			Procedural	
1.2 Reading of the New York Mills UFSD Mission Statement.			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	S. King	Yes	Action	1 st R. Mahardy 2 nd K. Hubley / Yes <u>5</u> No <u>0</u> Abstain <u> </u>
2. PRESENTATIONS AND COMMITTEE REPORTS				
2.1 President’s Message	S. King		Information	<i>S. King – briefly commented on BOCES Board notification of recently filling a member vacancy with Mr. Michael Head [Whitesboro CSD representative]. He also discussed received letter from NYM Athletic Boosters in regards to March Madness Raffle, as in previous years,</i>

				<i>Board of Education will be donating a filled Basket towards the event.</i>
2.2 BOCES Representative Report	G. Porcelli		Information	
2.3 Committee Reports			Information	
<p>Policy Committee: <i>Jacqueline Edwards/Chair, Kimberly Gyore, Kristin Hubley</i> – K.Hubley and M.LaGase briefly spoke in regards to the second read of the Extra-Curricular Policy. The revisions will assist with implementation and future goals for students to improve their academic performance. They also commented on some upcoming first reads on required policies.</p> <p>Facilities Committee: <i>Jeremy Fennell/Chair, Jacqueline Edwards</i> – Nothing at this time.</p> <p>Communications Committee: <i>Robert Mahardy/Chair, Jeremy Fennell</i> – R. Mahardy noted a seamless migration of the District’s Website rollout which went live on Monday, January 8, 2024. He also, spoke about the committee’s discussion related to public commenting on the District’s Facebook page. The committee recommended turning off the comment section, the Facebook page will still be sharable and individuals can share comments on their own pages not the District’s page.</p> <p>Mr. King asked if there was a motion regarding this, Mr. Mahardy made the motion and Mr. Fiore seconded, 5 yes, 0 no.</p> <p>Safety Committee: <i>Kristin Hubley/Chair, Robert Mahardy</i> – K.Hubley discussed the Committee’s work regarding the creation of a part-time monitor to work after school with the responsibilities of safety and security. The committee recommended creating the position effective immediately. K. Hubley made the motion R. Mahardy seconded it, 5 yes, 0 no.</p> <p>Transportation Committee: <i>Kimberly Gyore/Chair, Jonathan Fiore</i> – nothing at this time.</p> <p>Finance Committee: <i>Jonathan Fiore/Chair, Jacqueline Edwards, Kimberly Gyroe</i> – nothing at this time.</p> <p>SBI: <i>Steve King (SBI Alternate: Kristin Hubley)</i> – S.King reminded to fellow BOE members of the upcoming Legislative meeting in February and that it would be a great opportunity to meet the people representing our area.</p>				
2.5 2024-2025 Budget Presentation	M. LaGase L. Stamboly		Information	<i>M. LaGase and L. Stamboly (via phone) presented the initial 2024-2025 Budget as it relates to expenditures. The Budget was reviewed in terms of several areas, staffing, benefits, contractual and standard operations, increase in special needs student enrollment costs, Charter school tuition and how the District would handle the decrease in Federal Funds. The next BOA mtg Mrs. LaGase and Mrs. Stamboli hope to discuss anticipated revenue.</i>
3. CONSENT AGENDA				
3.1 Approval of 3.2 through 3.4	S. King	Yes	Action	1 st K. Hubley 2 nd J. Fiore / Yes <u>5</u> No <u>0</u> Abstain <u> </u>

3.2 Business Office Reports		Yes	Action	1 st K. Hubley 2 nd J. Fiore / Yes <u>5</u> No <u>0</u> Abstain ____
3.3 CSE Reports		Yes	Action	1 st K. Hubley 2 nd J. Fiore / Yes <u>5</u> No <u>0</u> Abstain ____
3.4 Approval of the Previous Minutes	1/09/2024	Yes	Action	1 st J. Fiore 2 nd R. Mahardy / Yes <u>5</u> No <u>0</u> Abstain ____
4. OLD BUSINESS				
4.1 Capital Updates			Information	
5. NEW BUSINESS				
5.1 Personnel Report		Yes	Action	1 st K. Hubley 2 nd J. Fiore / Yes <u>5</u> No <u>0</u> Abstain ____
5.2 – Policy 7101 Extra-Curricular (Second Read – Adopt)		Yes	Action	1 st J. Fennell 2 nd K. Hubley / Yes <u>5</u> No <u>0</u> Abstain ____
5.3 – Policy 4507 Procurement: Uniform Grant Guidance Federal Awards (First Read)		Yes	Action	1 st K. Hubley 2 nd J. Fennell / Yes <u>5</u> No <u>0</u> Abstain ____
5.4 – Policy 6300 FMLA a. – Regulation 6300.1 Rescind (First Read) b. – Regulation 6300.2 (First Read) c. – Regulation 6300.3 (First Read) d. – Regulation 6300.4 (First Read) e. – Regulation 6300.5 (First Read)		Yes	Action	1 st K. Hubley 2 nd J. Fiore / Yes <u>5</u> No <u>0</u> Abstain ____
5.5 – Policy 5010 Workforce Violence Prevention Act (First Read)		Yes	Action	1 st J. Fiore 2 nd J. Fennell / Yes <u>5</u> No <u>0</u> Abstain ____

5.6 – Resolution of School Building Capital Improvement Bonds - Adoption		Yes	Action	1 st J. Fiore 2 nd J. Fennell / Yes <u>5</u> No <u>0</u> Abstain ____
5.7 – Resolution of Estoppel Publication		Yes	Action	1 st K. Hubley 2 nd J. Fiore / Yes <u>5</u> No <u>0</u> Abstain ____
6. K-12 REPORTS				
6.1 Executive Principal K-12	M. Facci		Information	<i>M. Facci was dismissed due to inclement weather</i>
6.2 Interim Principal K-12	D. DiSpirito		Information	<i>D. DiSpirito was dismissed due to inclement weather</i>
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		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	BOE		Discussion	<i>K. Hubley commented on the use of Board Docs software again, it was noted that NYSBA membership would be necessary. S. King wondered if there is any other software available, the discussion will continue at a further date during a BOE retreat.</i>

9. EXECUTIVE SESSION ** (If Needed)	BOE		Discussion/Action	1 st _____ 2 nd _____ / Yes ___ No ___ Abstain ___
9.1 Return to General Session (time)	BOE		Action	1 st _____ 2 nd _____ / Yes ___ No ___ Abstain ___
10. ADJOURNMENT				
10.1 Adjournment		6:58 pm	Action	1 st J. Fiore 2 nd J. Fennell / Yes <u>5</u> No <u>0</u> 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.

New York Mills Union Free School District - Personnel Report School Yr. 2023-2024

Board of Education Meeting: 2/6/2024

NAME	TENURE AREA/CIVIL SERVICE TITLE	ASSIGNMENT	CERTIFICATION	SALARY/RATE OF PAY	EMPLOYEE REPLACING	EFFECTIVE DATE	END OF PROBATIONARY APPOINTMENT
------	---------------------------------------	------------	---------------	--------------------	--------------------	----------------	---------------------------------------

The commencement dates of the appointments are "subject to the employees' obtaining all necessary clearances from the State Education Department".

I. Instructional Appointments							
Emily Case		Substitute Teacher K-12	Un-certified	\$100/day		2/7/2024	
II. Non-Instructional Appointment							
Julianne Frankland	Civil Service - Monitor	School Monitor - Security M, F, 3pm-6:30pm, when school is in session	*Provisional	\$15.81/hr		2/7/2024	
III. Retirements							
Andrea Dziekan	Tenured	Physical Education Teacher	Certified	\$95,030.00		11/1/2024	*25 years of service

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, 'CTA III' 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 Approval Use of Facilities
Request with Herkimer Originals**

Regulation
1001

COMMUNITY RELATIONS

New York Mills Union Free School District
Use of Facilities Request Form

Organization HERKIMER CRIMINALS Event Date 1/10/2024
Contact Person [Signature] Application Date 1/16/2024
Phone Number 607 738 2830 Email Address [Signature]
Mailing Address [Signature]

Fill out all applicable items below. Include all dates. Be specific. Use separate sheet if necessary.

Building/Area Requested BECKMAN GYM

Date(s) requested 1/20, 1/22, 2/2, 1/18, 1/2 Hours: 6-9 PM

The premises will be used for BASKETBALL GAME

Admission will not be charged. Proceeds will be used for YOUTH COSTS

Anticipated number of participants 40

Set-Up requirements and/or special equipment needed (ie. Projector, Microphone, Gym use, etc):
GAME CLOCKS, MICROPHONE, WIFI

Insurance Requirements: A CURRENT Certificate of Insurance for your organization, listing our school district as an additional insured, must accompany this application. Permits will not be issued until the district received the proper insurance form. The certificate of insurance is not needed if the organization is a recognized school group or team of the NY Mills Union Free School District.

I agree, on behalf of the above indicated organization, that all members and guests will observe all regulations and that we, individually, and as an organization, will assume full financial responsibility for any and all damages done to NY Mills Union Free School District property during the above indicated period of use. To the fullest extent permitted by law, the group shall defend, indemnify, and hold harmless the NY Mills Union Free School District, their officers, and employees from and against any and all claims, demands, suits, or causes of action that result from injury to any person, including death, or damage to or loss of tangible property arising from negligent or intentional acts or omissions of the group, its employees, participants or agents.

I have received, carefully read, and fully understand the Community Use of School Facilities Policy 1001 for use of the NY Mills Union Free School District facilities

You must keep a copy of the approved Facility Use Form with you while using the facility.

Signature of Organization Representative (Contact Person) [Signature]

For Office Use Only:

Fees Assigned: _____

Approvals: Building Maintenance Staff _____ Date: _____

Athletic Director _____ Date: _____

Superintendent [Signature] Date: 1-23-2024

Board of Education Approval (if admission charged) _____ Date: _____





Mandy Mroz <mmroz@newyorkmills.org>

Fwd: Facility Use Request form 2/4/24 Beekman Gym

1 message

Michele LaGase <mlagase@newyorkmills.org>

Wed, Jan 31, 2024 at 2:39 PM

To: Christine Hurlbut <churlbut@newyorkmills.org>, Mandy Mroz <mmroz@newyorkmills.org>, Mark Burnop <mburnop@newyorkmills.org>

Michele D. LaGase

Superintendent of Schools

New York Mills Union Free School

1 Marauder Boulevard

New York Mills, NY 13417

Phone (315) 768-8127

Fax (315) 768-3521



----- Forwarded message -----

From: **Marissa Rys** <mrys@newyorkmills.org>

Date: Mon, Jan 29, 2024 at 9:31 AM

Subject: Fwd: Facility Use Request form 2/4/24 Beekman Gym

To: Michele LaGase <mlagase@newyorkmills.org>

Team had a game that has been rescheduled for 2/4 and they would like to use Beekman. Updated request below.

----- Forwarded message -----

From: **Scott Flansburg** <scott@humancalculator.com>

Date: Mon, Jan 29, 2024 at 9:28 AM

Subject: Facility Use Request form 2/4/24 Beekman Gym

To: <mrys@newyorkmills.org>

CC: <david.weller32@icloud.com>

www.HerkimerOGs.com

www.Herkimer9.org

www.humancalculator.com

REGULATION

COMMUNITY RELATIONS

1001.1

New York Mills Union Free School District

Use of Facilities Request Form

COMMUNITY USE OF SCHOOL FACILITIES
APPLICATION GUIDELINES FOR USE OF SCHOOL FACILITIES AND PROPERTY

School functions will take precedence over all activities by non-school groups. Facilities should be requested more than ten (10) days in advance of date to be used.

CONDITIONS AND RULES:

It is understood and agreed that the requester will:

1. Not pay any school employee wages, tips, gratuities, or gifts for work in connection with such use. The school district will compensate for such work.
2. Immediately make a written report of any and all accidents, breakage, or damage and report such to the Superintendent of Schools or designee. It is understood that any damage occurring to school property that results in repair, will be reimbursed to the district
3. Be admitted by a member of the custodial staff whose basic responsibility will be neither to police or supervise the area.
4. Provide ticket sellers, ticket takers, and ushers, as well as all incidental labor.
5. Not move pianos, furniture, etc. without prior approval and under the supervision of custodial staff.
6. Maintain an orderly behavior in the group and assembled public.
7. Prevent smoking or vaping in/on school property.
8. Prevent the sale or use of intoxicating beverages or drugs in the building or on the premises.
9. Leave school property in an orderly and neat condition. Any furniture or equipment that had been moved will be returned to its original location.
10. Remain only in the area specified by the request and only that portion of the facilities needed to fulfill the request
11. Agree that only authorized members of the group shall be allowed to use facilities. No one else is allowed to use the facilities.

FACILITIES USE CHECKLIST

Requester must check each item and sign at the bottom. The application will not be processed without this completion of form.

- I have submitted and signed a Request for Use of School Facilities by Non-School Group form.
- I have provided a certificate of insurance to the school district.
- I understand that any changes incurred by the school district as a result of my request shall be paid within 15 days of billing.
- I have read School District Policy 1001 and agree to comply with the policy.
- I understand that the use of school facilities is specifically designed for residents of the district.
- I understand that if a fee is charged to participants, a facilities fee will be charged to the organization
- I understand that if additional work or cleaning is required to be completed by the district to re-establish pre-use conditions, the cost will be borne by my organization.

Date 1/29/24 Signature 

New York Mills Union Free School District
Approved by the Superintendent: 02/04/14, 04/25/22

**5.3 - Policy 4507 Procurement:
Uniform Grant Guidance Federal
Awards (Second Read - Adopt)**

POLICY IS REQUIRED

PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS

I. Statement of Policy

The New York Mills Union Free School District (District) will follow all applicable requirements in the Uniform Grant Guidance and the Code of Federal Regulations (2 C.F.R Part 200) whenever it procures goods or services using federal grant funds awarded through formula and/or discretionary grants, including funds awarded by the United States Department of Education as grants or funds awarded to a pass-through entity, such as the New York State Education Department, for subgrants.

II. Uniform Grant Guidance Requirements

The District shall comply with Uniform Grant Guidance requirements for federal and state funded grants and implement any necessary procedures for doing so. This includes, but is not limited to:

- A. Use its own documented procurement procedures which reflect applicable state, local and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in the Uniform Grant Guidance. As such, District procurements related to Federal grants will be subject to New York State General Municipal Law, this policy, and Uniform Grant Guidance regulations and requirements.
- B. Establish and maintain effective internal controls that provide reasonable assurance that the District is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. Internal controls means a process implemented by the District designed to provide reasonable assurance regarding the achievement of objectives in the following categories:
 - 1. Effectiveness and efficiency of operations;
 - 2. Reliability of reporting for internal and external use; and
 - 3. Compliance with applicable laws and regulations
- C. Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- D. Evaluate and monitor the District's compliance with statutes, regulations, and the terms and conditions of federal awards.

POLICY IS REQUIREDPROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS

- E. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- F. Take reasonable measures to safeguard protected personally identifiable information and other information that the federal awarding agency or pass-through entity designates as sensitive or that the District considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- G. Maintain oversight to ensure contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- H. Maintain standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- I. No employee, officer, or agent may participate in the selection, award or administration of a contract supported by a Federal Award if they have a real or apparent conflict of interest.
- J. Have procurement procedures in place to avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical procurement approach, including analyzing other means described in §200.318 of the Uniform Guidance to ensure appropriate and economical acquisitions.
- K. Award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to matters such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- L. Maintain records that sufficiently detail the history of the procurement including, but not limited to:
 - 1. Rationale for the method of procurement;
 - 2. Selection of contract type;
 - 3. Contractor selection or rejection; and

POLICY IS REQUIREDPROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS

4. The basis for the contract price.
- M. Use time and material contracts only after a determination, in writing, that no other contract is suitable.
- N. Conduct all procurement transactions in a manner providing full and open competition consistent with the standards of the Uniform Grant Guidance, or state and local procurement thresholds, whichever is most restrictive.
- O. Conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.
- P. Have written procedures for procurement to ensure that all solicitations:
1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured; and
 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids.
- Q. Ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.
- R. Use one of the five acceptable procurement methodologies detailed in 2 CFR §200.320 which include:
1. Micro-purchases;
 2. Small purchase procedures;
 3. Sealed bids;
 4. Competitive proposals; and
 5. Noncompetitive proposals.
- S. Have a written method for conducting technical evaluations of the proposals received and for selecting recipients. The District will make available, upon request of the federal awarding agency or pass-through entity, technical specifications on proposed procurements where the federal awarding agency or pass-through entity believes such review is needed.

POLICY

Draft 11/28/2023

4507

FISCAL MANAGEMENT

POLICY IS REQUIRED

PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS

- T. As appropriate and consistent with the law and regulations, the District should, to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.) This requirement must be included in all sub-awards, including contracts and purchase orders for work or products under the award.
- U. Take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- V. Include in all contracts made by the District the applicable provisions contained in Appendix II of the Uniform Grant Guidance -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- W. Perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications.
- X. Negotiate profit as a separate element of the price for each contract in which there is not price competition and in all cases where an analysis is performed.
- Y. Comply with the non-procurement debarment and suspension standards which prohibit awarding contracts to parties listed on the government-wide exclusions in the System for Award Management (SAM).

III. Implementation

All procedures and practices must be done in accordance with these and any other applicable state and federal regulations. The Superintendent or designee shall create specific protocols and procedures to ensure compliance with this Policy and the federal Uniform Grant Guidance requirements, including ensuring the District is up to date with any modification to the federal and state regulations.

New York Mills Union Free School District

Legal Ref: 2 CFR Part 200 (et seq.); 2 CFR §§184, 200.1, 200.303, 200.318, 200.319, 200.320, 200.321, 200.322, 200.323, 200.326, and 200.331

Adopted: _____

- 5.4 - Policy 6300 FMLA (Second Read - Adopt)**
 - a. Regulation 6300.1 Rescind (Second Read - Adopt)**
 - b. Regulation 6300.2 (Second Read - Adopt)**
 - c. Regulation 6300.3 (Second Read - Adopt)**
 - d. Regulation 6300.4 (Second Read - Adopt)**
 - e. Regulation 6300.5 (Second Read - Adopt)**

PERSONNEL

LEAVES OF ABSENCE FOR SERIOUS HEALTH CONDITIONS OR FAMILY CARE

I. Statement of Policy

- A. It is the policy of the New York Mills Union Free School District (the District) to allow an employee to be absent from his/her duties for the reasons stated in the Family and Medical Leave Act (“FMLA”), as amended. This includes absence for the following purposes:
1. The employee’s own serious health condition that renders the employee unable to work at all, or unable to perform at least one of the essential functions of the employee’s job;
 2. To care for a son, daughter, spouse, or parent with a serious health condition;
 3. To adopt a child, or to receive a child into foster care;
 4. The birth of a child, and to care for the employee’s newborn child;
 5. To care for a son, daughter, spouse, parent, or next of kin who is a member of the armed services and who has a serious injury or illness incurred in the line of duty; or,
 6. To respond to certain qualifying exigencies when a family member is on active duty or is called to active duty with the armed services.
- B. An employee absent for a purpose within the scope of this Policy and compliant with obligations under this Policy will be reinstated to their same or an equivalent position at the end of the absence, provided the employee continues to meet the qualifications for the position and the employee’s employment would not have been terminated or altered had the employee not been absent.
- C. This Policy and any administrative regulations or procedures approved by the Superintendent shall be implemented so as to comply with the FMLA and any applicable provisions of the District’s collective bargaining agreements.

II. Employee Eligibility

A. Length of Service

To be eligible for an allowed absence under this Policy, an employee must have been employed by the District for a minimum of twelve (12) months (52 weeks).

PERSONNEL

LEAVES OF ABSENCE FOR SERIOUS HEALTH CONDITIONS OR FAMILY CARE

Nonconsecutive periods of employment will be counted together to determine eligibility, provided no break in employment exceeds seven (7) years. Time spent fulfilling a Reserve or National Guard obligation after initial employment with the District will be considered as time employed by the District.

B. Hours Worked

To be eligible for an allowed absence under this Policy, an employee must have worked a minimum of one thousand two hundred and fifty (1,250) hours for the District over the previous twelve (12) months. Satisfaction of this requirement shall be calculated using the definition of “hours worked” under the Fair Labor Standards Act (“FLSA”). An employee who is away from work to fulfill a Reserve or National Guard obligation will be credited with “hours worked” as though the employee had performed their normal duties for the District during that time.

C. Serious Health Condition

An employee qualifies for an allowed absence under this Policy when the employee experiences an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider; and when the employee’s presence is necessary to care for a parent, son, daughter, or spouse who experiences such a condition.

D. Care of a Newborn Infant

An employee who is the mother or father of a newborn infant qualifies for an allowed absence to care for the newborn during the twelve (12) months following the birth.

E. Adoption or Foster Care

An employee who has a son or daughter placed with them for adoption or foster care qualifies for an allowed absence during the 12 months following the placement, as well as prior to the placement for purposes related to the placement (e.g., court appearances, counseling sessions).

F. Military Caregiver

An employee who is the son, daughter, spouse, parent, or next of kin of a current member of the Regular Armed Forces, the National Guard, or the Reserves, or of a veteran, qualifies for an allowed absence under this Policy if the military member is on the temporary disability retired list because of a serious injury or

POLICY

Draft 1/3/24
6300

PERSONNEL

LEAVES OF ABSENCE FOR SERIOUS HEALTH CONDITIONS OR FAMILY CARE

illness incurred in the line of duty for which they are undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retirement list. In the case of a veteran, leave is available if the injury or illness manifested itself within five years of the treatment, recuperation, or therapy.

G. Active Duty Qualifying Exigency

If the spouse, son, daughter, or parent of an employee is a member of the Regular Armed Forces and is deployed to a foreign country, a member of the National Guard or Reserves, and is on active military duty, or is called to active duty, then the employee is allowed to be absent for one or more of these qualifying exigencies:

1. Short-notice deployment,
2. Military events and ceremonies, including family assistance or support meetings,
3. Childcare and school activities,
4. To make financial and legal arrangements related to the deployment,
5. Counseling services for the employee, covered military member, or a child in the required degree of relationship to the covered military member,
6. Rest and recuperation,
7. Post-deployment activities, and
8. Additional activities that arise out of the covered military member's active duty or call to active duty, provided the District and the employee agree that the activities qualify as an exigency.

III. Duration of Excused Absence

- A. An employee who qualifies for leave under any combination of purposes 1, 2, 3, 4, and 6 in Section I.A. of this Policy is allowed an absence of up to in a ~~rolling~~ twelve (12) month period in a school year (July 1 - June 30).

Where both the mother and the father of a newborn, adopted, or foster placed child are employees of the District, the total absence allowed under this Policy to

POLICY

Draft 1/3/24
6300

PERSONNEL

LEAVES OF ABSENCE FOR SERIOUS HEALTH CONDITIONS OR FAMILY CARE

the two(2) parents for purposes 3 and 4 in section I.A. of this Policy shall be twelve (12) weeks.

- B. An employee who qualifies for leave to care for an injured or ill service member (purpose 5 in Section I.A.) is allowed a single absence of up to twenty-six (26) weeks in a single twelve (12) month time period. The single twelve (12) month time period used for this purpose begins when the employee is first absent for this purpose.
1. During the twelve (12) month time period used for this purpose, the employee's total absence for all FMLA purposes may not exceed twenty-six (26) weeks.
 2. If the employee requests leave to care for more than one (1) injured or ill service member, or requests leave due to more than one (1) injury or illness of the same service member, the absence allowed by this Policy shall be calculated in accordance with the limitations and allowances of applicable federal regulations.

IV. Intermittent or Reduced Schedule Absence

- A. Intermittent absences, or a reduced schedule, will be classified as an allowable leave under this Policy where it is certified as medically necessary because of the serious health condition of the employee, a covered family member of the employee, or a covered service member to whom the employee has the required relationship.
1. Intermittent leave shall be taken and recorded in increments of time consistent with the practice for other absences.
- B. An employee will also be allowed intermittent absences related to a qualifying exigency arising from the active duty, or call to active duty, of a qualified military member.
- C. An employee will not generally be allowed intermittent absences related to the birth, adoption, or foster placement of a child, but such absence may be allowed at the discretion of the Superintendent.

V. Information Provided by District to Employees

- A. A notice explaining the FMLA, and providing other required information, shall be posted physically in District buildings in a manner that complies with federal

POLICY

Draft 1/3/24

6300

PERSONNEL

LEAVES OF ABSENCE FOR SERIOUS HEALTH CONDITIONS OR FAMILY CARE

regulations. A copy of this general notice shall also be provided to each new employee.

- B. When an employee requests a leave of absence, or the District acquires knowledge that an employee's absence may be for a purpose covered by this Policy and FMLA, the District shall, within five (5) business days, provide the employee with written notice of:
 - 1. Whether the District considers the employee eligible for leave under FMLA and this Policy, and, if not, the reason; and
 - 2. The employee's rights and obligations, and the consequences of not fulfilling those obligations.
- C. The District shall notify the employee in writing that the employee's absence is designated as allowable leave under this Policy and FMLA, or it is not. This notice shall be given within five (5) business days of the District having sufficient information to make this determination.
 - 1. The District's requirement that the employee present a fitness-for-duty certification shall be explained in the determination notice, if applicable.
 - 2. The District's requirement that the employee's accumulated paid leave be applied to the absence shall be described in the determination notice.
- D. The District shall responsively answer questions from employees regarding their rights and responsibilities under FMLA and this Policy.

VI. Information Provided by Employees to District

- A. Where the reason for an employee's absence is foreseeable, the employee is required by this Policy and FMLA to give thirty (30) days notice of the intended absence and the reason for it. Where thirty (30) days notice is not possible, the employee must give as much notice as is practicable. This will apply to many cases of planned medical procedures (for the employee or a family member), adoptions and foster placements, and births.
 - 1. An employee should provide this notice to their immediate supervisor, or to the District Office.
 - 2. Employees must consult with the District when planning medical treatment, and make a reasonable effort to schedule the treatment so as not to disrupt District operations.

PERSONNEL

LEAVES OF ABSENCE FOR SERIOUS HEALTH CONDITIONS OR FAMILY CARE

- B. Where the need for an employee's absence is not foreseeable, the employee must provide the District with as much notice as is practicable under the circumstances. The employee should provide enough information to establish that the purpose of the absence fits the requirements of this Policy and FMLA, and the expected duration of the absence.
- C. Employees shall responsively answer District questions intended to clarify whether an absence qualifies as an allowable absence, and to allow planning for the employee's absence.

VII. Coordination with Paid Leave

The general rule is that an employee is not paid for time spent away from work for one of the purposes covered by this Policy. However, if the employee has accrued paid benefit time, the District requires the employee to apply that accrued time to the allowable absence, so that the employee is paid during the absence and the balance of accrued time is reduced accordingly. The amount of benefit time, and the category of benefit time used, is determined by the terms and conditions of applicable Board policies, established District practices, and applicable collective bargaining agreements.

VIII. Continuation of Health Care Insurance

- A. During any absence that qualifies for treatment under this Policy and FMLA, the District shall maintain the employee's coverage under a group health insurance plan on the same conditions as coverage was provided prior to the absence. In addition,
 - 1. Any changes made to the scope or terms of coverage provided to active employees under the group health plan will be made available to an employee absent from work in accordance with this Policy, and
 - 2. Notice of any opportunity to change plans or benefit levels that occurs while the employee is absent will be given to the employee.
 - 3. The District's continuation of group health plan benefits will end if circumstances occur that end, or would have ended, the employment relationship with the absent employee.
- B. During an allowable absence under this Policy and FMLA, an employee's obligation to pay group health insurance premiums continues. Notice of this obligation will be given at the time that the absence is designated as coming under this Policy.

LEAVES OF ABSENCE FOR SERIOUS HEALTH CONDITIONS OR FAMILY CARE

1. If paid leave is applied to an allowable absence, employee premium obligations shall be deducted from payroll in the usual manner.
2. If the allowable absence is unpaid, the employee is required to make payment to the District at the time that a payroll deduction would otherwise have been processed by the District.
 - a. If the employee's payment is more than 30 days late, the Superintendent shall decide whether the District will exercise its right under FMLA to discontinue the employee's coverage.
 - b. If an employee fails to make a payment, the Superintendent shall decide whether the District will exercise its right under FMLA to recover the amount from the employee.

IX. Required Certifications

- A. An employee's request that an absence for medical reasons be treated as an allowable absence under this Policy shall be supported by a medical certification sufficient to allow the Superintendent to determine that the absence is related to a serious health condition of the employee, a family member, or a qualifying member of the armed services. Unless an alternate form is promulgated by the Superintendent, the certification shall be provide to the Superintendent within fifteen (15) calendar days from receipt of notice on the form included in the FMLA regulations of the U.S. Department of Labor.
 1. If the Superintendent finds a submitted certification to not be complete and sufficient, it will notify the employee in writing what additional information is required and provide at least seven (7) calendar days for the employee to provide additional information.
 2. The Superintendent may invite the employee to authorize direct communication with the employee's health care provider, but may not require such authorization as a precondition of determining whether the absence qualifies as FMLA leave.
 3. Recertification will be requested as permitted by FMLA and applicable regulations.
- B. The first time an employee requests that an absence be classified as allowable because of a qualifying exigency arising out of active duty (or call to active duty) of a covered military member, the employee shall provide other documentation

POLICY

Draft 1/3/24
6300

PERSONNEL

LEAVES OF ABSENCE FOR SERIOUS HEALTH CONDITIONS OR FAMILY CARE

issued by the military sufficient to allow the Superintendent to determine that the absence qualifies for treatment under this Policy.

- C. At the discretion of the Superintendent, the District shall require an employee absent pursuant to this Policy and FMLA to periodically report on the employee's status and intent to return to work.
- D. An employee whose allowable absence was related to the employee's own serious health condition shall be required to submit a fitness-for-duty certification, addressing only the conditions described in previously submitted medical certifications, before returning to work.

X. Superintendent Responsibility

The Superintendent shall ensure that required notices are properly posted in District buildings, that required information is distributed to staff members, and that supervisory personnel are familiar with the District's obligations under FMLA and the internal procedures for meeting those obligations.

New York Mills Union Free School District

Legal Ref: Family Medical Leave Act of 1993; 29 CFR 825; 29 USC 2601

Adopted: 10/01/96

Revised: 09/03/02, 07/12/11, 03/05/13, 08/16/16, _____

Regulation

Draft 12/7/23
6300.1

PERSONNEL

REQUEST FOR FAMILY/MEDICAL LEAVE

Employee Name: _____ Date of Request: _____

Department: _____ Position Title: _____

Hire Date: _____

I request a Family/Medical Leave for the following reason (check one):

- _____ 1. The employee's own serious health condition that renders the employee unable to work at all, or unable to perform at least one of the essential functions of the employee's job;
- _____ 2. To care for a son, daughter, spouse, or parent with a serious health condition;
- _____ 3. To adopt a child, or to receive a child into foster care;
- _____ 4. To care for the employee's newborn child;
- _____ 5. To care for a son, daughter, spouse, parent, or next of kin who is a member of the armed services and who has a serious injury or illness incurred in the line of duty; or,
- _____ 6. To respond to certain qualifying exigencies when a family member is on active duty or is called to active duty with the armed services.

Method of Leave Requested

- _____ 1. Consecutive Leave
- _____ 2. Intermittent or Reduced Leave Schedule (Specify Schedule Below)

Date leave is to begin: _____ Expected duration of leave: _____

New York Mills Union Free School District

Adopted: 03/05/13 Rescinded: _____

Regulation

Draft 12/7/23
6300.1

PERSONNEL

REQUEST FOR FAMILY/MEDICAL LEAVE

Approved by Superintendent: _____

PERSONNEL

Certification of Health Care Provider for Employee's Serious Health Condition under the Family and Medical Leave Act

U.S. Department of Labor
Wage and Hour Division



OMB Control Number: 1235-0003
Expires: 6/30/2023

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name: _____
First Middle Last
- (2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)
- (3) The medical certification must be returned by _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)
- (4) Employee's job title: _____ Job description (is / is not) attached.
Employee's regular work schedule: _____
Statement of the employee's essential job functions: _____

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____

Health Care Provider's name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

- (1) State the approximate date the condition started or will start: _____ (*mm/dd/yyyy*)
- (2) Provide your **best estimate** of how long the condition lasted or will last: _____
- (3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.
- Inpatient Care:** The patient (has been / is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____
- Incapacity plus Treatment:** (*e.g. outpatient surgery, strep throat*)
Due to the condition, the patient (has been / is expected to be) incapacitated for *more than* three consecutive, full calendar days from _____ (*mm/dd/yyyy*) to _____ (*mm/dd/yyyy*).
The patient (was / will be) seen on the following date(s): _____

- The condition (has / has not) also resulted in a course of continuing treatment under the supervision of a health care provider (*e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment*)
- Pregnancy:** The condition is pregnancy. List the expected delivery date: _____ (*mm/dd/yyyy*).
- Chronic Conditions:** (*e.g. asthma, migraine headaches*) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.
- Permanent or Long Term Conditions:** (*e.g. Alzheimer's, terminal stages of cancer*) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).
- Conditions requiring Multiple Treatments:** (*e.g. chemotherapy treatments, restorative surgery*) Due to the condition, it is medically necessary for the patient to receive multiple treatments.
- None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

- (4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

- (5) Due to the condition, the patient (had / will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

- (6) Due to the condition, the patient (was / will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week) _____

- (7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week)

- (8) Due to the condition, the patient (was / will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

- (9) Due to the condition, it (was / is / will be) medically necessary for the employee to be absent from work on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee’s essential functions or a job description, answer these questions based upon the employee’s own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee (was not able / is not able / will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

Signature of Health Care Provider _____ Date _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care
<ul style="list-style-type: none"> • An overnight stay in a hospital, hospice, or residential medical care facility. • Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
<p>Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:</p> <ul style="list-style-type: none"> ○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or, ○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
<p>Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.</p>
<p>Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.</p>
<p>Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer’s disease or the terminal stages of cancer.</p>
<p>Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.</p>
<p>PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT</p> <p>If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.</p>

**Notice of Eligibility & Rights and Responsibilities
under the Family and Medical Leave Act****U.S. Department of Labor
Wage and Hour Division****DO NOT SEND TO THE DEPARTMENT OF LABOR.
PROVIDE TO EMPLOYEE.**OMB Control Number: 1235-0003
Expires: 6/30/2023

In general, to be eligible to take leave under the Family and Medical Leave Act (FMLA), an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. §§ 825.300(b), (c) which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

Date: _____ (mm/dd/yyyy)

From: _____ (Employer) To: _____ (Employee)

On _____ (mm/dd/yyyy), we learned that you need leave (beginning on) _____ (mm/dd/yyyy)
for one of the following reasons: (Select as appropriate)

- The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- Your own serious health condition
- You are needed to care for your family member due to a serious health condition. Your family member is your:
 - Spouse
 - Parent
 - Child under age 18
 - Child 18 years or older and incapable of self-care because of a mental or physical disability
- A qualifying exigency arising out of the fact that your family member is on covered active duty or has been notified of an impending call or order to covered active duty status. Your family member on covered active duty is your:
 - Spouse
 - Parent
 - Child of any age
- You are needed to care for your family member who is a covered servicemember with a serious injury or illness. You are the servicemember's:
 - Spouse
 - Parent
 - Child
 - Next of kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

SECTION I – NOTICE OF ELIGIBILITY**This Notice is to inform you that you are:**

- Eligible** for FMLA leave. (See Section II for any Additional Information Needed and Section III for information on your Rights and Responsibilities.)
- Not eligible** for FMLA leave because: (Only one reason need be checked)
 - You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately: _____ towards this requirement.
(months)
 - You have not met the FMLA's 1,250 hours of service requirement. As of the first date of requested leave, you will have worked approximately: _____ towards this requirement.
(hours of service)

Employee Name: _____

- You are an airline flight crew employee and you have not met the special hours of service eligibility requirements for airline flight crew employees as of the first date of requested leave (i.e., worked or been paid for at least 60% of your applicable monthly guarantee, and worked or been paid for at least 504 duty hours.)
- You do not work at and/or report to a site with 50 or more employees within 75-miles as of the date of your request.

If you have any questions, please contact: _____ (Name of employer representative)
at _____ (Contact information).

SECTION II – ADDITIONAL INFORMATION NEEDED

As explained in Section I, you meet the eligibility requirements for taking FMLA leave. Please review the information below to determine if additional information is needed in order for us to determine whether your absence qualifies as FMLA leave. Once we obtain any additional information specified below we will inform you, **within 5 business days**, whether your leave will be designated as FMLA leave and count towards the FMLA leave you have available. **If complete and sufficient information is not provided in a timely manner, your leave may be denied.**

(Select as appropriate)

- No additional information requested. If no additional information requested, go to Section III.
- We request that the leave be supported by a certification, as identified below.
- | | |
|--|--|
| <input type="checkbox"/> Health Care Provider for the Employee | <input type="checkbox"/> Health Care Provider for the Employee's Family Member |
| <input type="checkbox"/> Qualifying Exigency | <input type="checkbox"/> Serious Illness or Injury (Military Caregiver Leave) |

Selected certification form is attached / not attached.

If requested, medical certification must be returned by _____ (mm/dd/yyyy) (Must allow at least 15 calendar days from the date the employer requested the employee to provide certification, unless it is not feasible despite the employee's diligent, good faith efforts.)

- We request that you provide reasonable documentation or a statement to establish the relationship between you and your family member, including *in loco parentis* relationships (as explained on page one). The information requested must be returned to us by _____ (mm/dd/yyyy). You may choose to provide a simple statement of the relationship or provide documentation such as a child's birth certificate, a court document, or documents regarding foster care or adoption-related activities. Official documents submitted for this purpose will be returned to you after examination.
- Other information needed (e.g. documentation for military family leave): _____
The information requested must be returned to us by _____ (mm/dd/yyyy).

If you have any questions, please contact: _____ (Name of employer representative)
at _____ (Contact information).

SECTION III – NOTICE OF RIGHTS AND RESPONSIBILITIES

Part A: FMLA Leave Entitlement

You have a right under the FMLA to take unpaid, job-protected FMLA leave in a 12-month period for certain family and medical reasons, including up to **12 weeks** of unpaid leave in a 12-month period for the birth of a child or placement of a child for adoption or foster care, for leave related to your own or a family member's serious health condition, or for certain qualifying exigencies related to the deployment of a military member to covered active duty. You also have a right

Employee Name: _____

under the FMLA to take up to **26 weeks** of unpaid, job-protected FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness (*Military Caregiver Leave*).

The 12-month period for FMLA leave is calculated as: (*Select as appropriate*)

- The calendar year (January 1st - December 31st)
- A fixed leave year based on _____
(e.g., a fiscal year beginning on July 1 and ending on June 30)
- The 12-month period measured forward from the date of your first FMLA leave usage.
- A “rolling” 12-month period measured backward from the date of any FMLA leave usage. (*Each time an employee takes FMLA leave, the remaining leave is the balance of the 12 weeks not used during the 12 months immediately before the FMLA leave is to start.*)

If applicable, the single 12-month period for *Military Caregiver Leave* started on _____ (mm/dd/yyyy).

You (*are* / *are not*) **considered a key employee** as defined under the FMLA. Your FMLA leave cannot be denied for this reason; however, we may not restore you to employment following FMLA leave if such restoration will cause substantial and grievous economic injury to us.

We (have / have not) determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. Additional information will be provided separately concerning your status as key employee and restoration.

Part B: Substitution of Paid Leave – When Paid Leave is Used at the Same Time as FMLA Leave

You have a right under the FMLA to request that your accrued paid leave be substituted for your FMLA leave. This means that you can request that your accrued paid leave run concurrently with some or all of your unpaid FMLA leave, provided you meet any applicable requirements of our leave policy. Concurrent leave use means the absence will count against both the designated paid leave and unpaid FMLA leave at the same time. If you do not meet the requirements for taking paid leave, you remain entitled to take available unpaid FMLA leave in the applicable 12-month period. Even if you do not request it, the FMLA allows us to require you to use your available sick, vacation, or other paid leave during your FMLA absence.

(*Check all that apply*)

- Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- You have requested to use some or all of your available paid leave** (*e.g., sick, vacation, PTO*) during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- We are requiring you to use some or all of your available paid leave** (*e.g., sick, vacation, PTO*) during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Other:** (*e.g., short- or long-term disability, workers' compensation, state medical leave law, etc.*) _____ Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

The applicable conditions for use of paid leave include: _____.

For more information about conditions applicable to sick/vacation/other paid leave usage please refer to _____ available at: _____.

Employee Name: _____

Part C: Maintain Health Benefits

Your health benefits must be maintained during any period of FMLA leave under the same conditions as if you continued to work. During any paid portion of FMLA leave, your share of any premiums will be paid by the method normally used during any paid leave. During any unpaid portion of FMLA leave, you must continue to make any normal contributions to the cost of the health insurance premiums. To make arrangements to continue to make your share of the premium payments on your health insurance while you are on any unpaid FMLA leave, contact _____ at _____.

You have a minimum grace period of (30-days or _____ *indicate longer period, if applicable*) in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave if you do not return to work following **unpaid** FMLA leave for a reason other than: the continuation, recurrence, or onset of your or your family member's serious health condition which would entitle you to FMLA leave; or the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or other circumstances beyond your control.

Part D: Other Employee Benefits

Upon your return from FMLA leave, your other employee benefits, such as pensions or life insurance, must be resumed in the same manner and at the same levels as provided when your FMLA leave began. To make arrangements to continue your employee benefits while you are on FMLA leave, contact _____ at _____.

Part E: Return-to-Work Requirements

You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. An equivalent position is one that is virtually identical to your former position in terms of pay, benefits, and working conditions. At the end of your FMLA leave, all benefits must also be resumed in the same manner and at the same level provided when the leave began. You do not have return-to-work rights under the FMLA if you need leave beyond the amount of FMLA leave you have available to use.

Part F: Other Requirements While on FMLA Leave

While on leave you (will be / will not be) required to furnish us with periodic reports of your status and intent to return to work every _____.

(Indicate interval of periodic reports, as appropriate for the FMLA leave situation).

If the circumstances of your leave change and you are able to return to work earlier than expected, you will be required to notify us at least two workdays prior to the date you intend to report for work.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.

Employee Name: _____

PART A: COVERED ACTIVE DUTY STATUS

Covered active duty or call to covered active duty in the case of a member of the Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. Covered active duty or call to covered active duty in the case of a member of the Reserve components means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to: Section 688 of Title 10 of the United States Code; Section 12301(a) of Title 10 of the United States Code; Section 12302 of Title 10 of the United States Code; Section 12304 of Title 10 of the United States Code; Section 12305 of Title 10 of the United States Code; Section 12406 of Title 10 of the United States Code; chapter 15 of Title 10 of the United States Code; or, any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation. 10 U.S.C. § 101(a)(13)(B).

An employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status, and the dates of the military member's covered active duty service. **This information need only be provided to the employer once, unless additional leave is needed for a different military member or different deployment.**

(3) Provide the dates of the military member's covered active duty service: _____

(4) Please check one of the following and attach the indicated written document to support that the military member is on covered active duty or call to covered active duty status:

- A copy of the military member's covered active duty orders
- Other documentation from the military indicating that the military member is on covered active duty or has been notified of an impending call to covered active duty, such as official military correspondence from the military member's chain of command
- I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status

PART B: APPROPRIATE FACTS

Under the FMLA, leave can be taken for a number of qualifying exigencies. 29 C.F.R. § 825.126(b). Complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes available written documentation which supports the need for leave such as a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming the military member's Rest and Recuperation leave, or other documentation issued by the military which indicates that the military member has been granted Rest and Recuperation leave, or a document confirming an appointment with a third party (e.g., a counselor or school official, or staff at a care facility, a copy of a bill for services for the handling of legal or financial affairs). Please provide appropriate facts related to the particular qualifying exigency to support the FMLA leave request, including information on the type of qualifying exigency and any available written documentation of the exigency event.

(5) Select the appropriate **Qualifying Exigency Category** and, if needed, provide additional information related to the event:

- Short notice deployment (i.e., deployment within seven or fewer days of notice)
- Military events and related activities (e.g., official ceremonies or events, or family support and assistance programs):

- Childcare related activities for the child of the military member (e.g., arranging for alternative childcare):

Employee Name: _____

- Care for the military member’s parent (e.g., admitting or transferring the parent to a new care facility):

- Financial and legal arrangements related to the deployment (e.g., obtaining military identification cards)
- Counseling related to the deployment (i.e., counseling provided by someone other than a health care provider)
- Military member’s short-term, temporary Rest and Recuperation leave (R&R) (leave for this reason is limited to 15 calendar days for each instance of R&R)
- Post deployment activities (e.g., arrival ceremonies, or reintegration briefings and events): _____
- Any other event that the employee and employer agree is a qualifying exigency: _____

(6) Available written documentation supporting this request for leave is (attached / not attached / not available).

PART C: AMOUNT OF LEAVE NEEDED

Provide information concerning the amount of leave that will be needed. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency leave needed. Be as specific as you can; terms such as “unknown” or “indeterminate” may not be sufficient to determine FMLA coverage.

(7) List the approximate date exigency started or will start: _____ (mm/dd/yyyy)

(8) Provide your best estimate of how long the exigency lasted or will last:
From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

(9) Due to a qualifying exigency, I need to work a **reduced schedule**. Provide your **best estimate** of the reduced schedule you are able to work:
From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

I am able to work _____
(e.g., 5 hours/day, up to 25 hours a week)

(10) Due to a qualifying exigency, I will need to be absent from work for a **continuous period of time**. Provide your **best estimate** of the beginning and ending dates for the period of absence:
From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

Employee Name: _____

(11) Due to a qualifying exigency, I will need to be absent from work on an **intermittent basis** (periodically).

Provide your **best estimate** of the frequency (how often) and duration (how long) of each appointment, meeting, or leave event, including any travel time.

Over the next 6 months, absences on an **intermittent basis** are estimated to occur: _____ times per
(day / week / month) and are likely to last approximately _____ (hours / days) per episode.

(12) My leave is due to a qualifying exigency that involves **Rest and Recuperation leave (R & R)** of the military member (leave for this reason is limited to 15 calendar days for each instance of R & R leave).

List the dates of the military member's R & R leave:

From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

PART D: THIRD PARTY INFORMATION

If applicable, please provide information below that may be used by your employer to verify meetings or appointments with a third party related to the qualifying exigency. Examples of meetings with third parties include: arranging for childcare or parental care, to attend non-medical counseling, to attend meetings with school, childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations. This information may be used by your employer to verify that the information contained on this form is accurate.

Individual (e.g., name and title) or Entity / Organization: _____

Address: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

Describe purpose of meeting: _____

Employee Signature _____ **Date** _____ (mm/dd/yyyy)

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF DEPARTMENT OF LABOR.
RETURN FORM TO THE EMPLOYER.**

Designation Notice
under the Family and Medical Leave Act

U.S. Department of Labor
Wage and Hour Division



**DO NOT SEND TO THE DEPARTMENT OF LABOR.
PROVIDE TO EMPLOYEE.**

OMB Control Number: 1235-0003

Expires: 6/30/2023

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form is optional, a fully completed Form WH-382 provides employees with the information required by 29 C.F.R. §§ 825.300(d), 825.301, and 825.305(c), which must be provided within five business days of the employer having enough information to determine whether the leave is for an FMLA-qualifying reason. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

The employer is responsible in **all** circumstances for designating leave as FMLA-qualifying and giving notice to the employee. Once an eligible employee communicates a need to take leave for an FMLA-qualifying reason, an employer may not delay designating such leave as FMLA leave, and neither the employee nor the employer may decline FMLA protection for that leave.

Date: _____ (mm/dd/yyyy)

From: _____ (Employer) To: _____ (Employee)

On _____ (mm/dd/yyyy) we received your most recent information to support your need for leave due to:
(Select as appropriate)

- The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- Your own serious health condition
- The serious health condition of your spouse, child, or parent
- A qualifying exigency arising out of the fact that your spouse, child, or parent is on covered active duty or has been notified of an impending call or order to covered active duty with the Armed Forces
- A serious injury or illness of a covered servicemember where you are the servicemember's spouse, child, parent, or next of kin (Military Caregiver Leave)

We have reviewed information related to your need for leave under the FMLA along with any supporting documentation provided and decided that your FMLA leave request is: (Select as appropriate)

- Approved.** All leave taken for this reason will be designated as FMLA leave. Go to Section III for more information.
- Not Approved:** (Select as appropriate)
 - The FMLA does not apply to your leave request.
 - As of the date the leave is to start, you do not have any FMLA leave available to use.
 - Other _____
- Additional information** is needed to determine if your leave request qualifies as FMLA leave. (Go to Section II for the specific information needed. If your FMLA leave request is approved and no additional information is needed, go to Section III.)

SECTION II – ADDITIONAL INFORMATION NEEDED

We need additional information to determine whether your leave request qualifies under the FMLA. Once we obtain the additional information requested, we will inform you **within 5 business days** if your leave will or will not be designated as FMLA leave and count towards the amount of FMLA leave you have available. **Failure to provide the additional information as requested may result in a denial of your FMLA leave request.**

If you have any questions, please contact: _____ at _____
(Name of employer FMLA representative) (Contact information)

Incomplete or Insufficient Certification

The certification you have provided is incomplete and/or insufficient to determine whether the FMLA applies to your leave request. (Select as applicable)

- The certification provided is incomplete and we are unable to determine whether the FMLA applies to your leave request. "Incomplete" means one or more of the applicable entries on the certification have not been completed.

Employee Name: _____

- The certification provided is insufficient to determine whether the FMLA applies to your leave request. "Insufficient" means the information provided is vague, unclear, ambiguous or non-responsive.

Specify the information needed to make the certification complete and/or sufficient: _____

You must provide the requested information no later than (provide at least 7 calendar days) _____ (mm/dd/yyyy), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

Second and Third Opinions

- We request that you obtain a (second / third opinion) medical certification at our expense, and we will provide further details at a later time. Note: The employee or the employee's family member may be requested to authorize the health care provider to release information pertaining only to the serious health condition at issue.

SECTION III – FMLA LEAVE APPROVED

As explained in Section I, your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave and will count against the amount of FMLA leave you have available to use in the applicable 12-month period. The FMLA requires that you notify us as soon as practicable if the dates of scheduled leave change, are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against the total **amount of FMLA leave** you have available to use in the applicable 12-month period: (Select as appropriate)

- Provided there is no change from your **anticipated FMLA leave schedule**, the following number of hours, days, or weeks will be counted against your leave entitlement: _____.
- Because the leave you will need will be **unscheduled**, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised: (check all that apply)

- Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Based on your request, some or all of your available paid leave** (e.g., sick, vacation, PTO) **will be used during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- We are requiring you to use some or all of your available paid leave** (e.g., sick, vacation, PTO) **during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Other:** _____
(e.g., Short- or long-term disability, workers' compensation, state medical leave law, etc.) Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

Return-to-work requirements. To be restored to work after taking FMLA leave, you (will be / will not be) required to provide a certification from your health care provider (fitness-for-duty certification) that you are able to resume work. This request for a fitness-for-duty certification is *only* with regard to the particular serious health condition that caused your need for FMLA leave. **If such certification is not timely received, your return to work may be delayed until the certification is provided.**

A list of the essential functions of your position (is / is not) attached. If attached, the fitness-for-duty certification must address your ability to perform the essential job functions.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.

**5.5 - Policy 5010 Workforce
Violence Prevention Act
(Second Read - Adopt)**

SUPPORT OPERATIONS

POLICY IS REQUIRED
WORKPLACE VIOLENCE PREVENTION POLICY

I. Statement of Policy

New York Mills Union Free School District (the District) is committed to the safety and security of our employees and to the goal of promoting the safety and well-being of all people in the workplace.

II. Definitions

A. Workplace is defined as any location away from an employee's domicile, permanent or temporary, where an employee performs any work-related duty in the course of their employment by an employer.

B. Workplace Violence is any physical assault or act of aggressive behavior occurring where a public employee performs any work-related duty in the course of their employment including but not limited to:

1. an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm;
2. intentional and wrongful physical contact with a person without their consent that entails some injury; or
3. stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

C. Authorized Employee Representative is an employee authorized by the employees or the designated representative of an employee organization recognized or certified to represent the employees pursuant to Article 14 of the Civil Service Law.

III. Workplace Risk Evaluation

A. The District and authorized employee representatives must conduct a workplace risk evaluation annually.

B. The evaluation shall be designed to determine the risks of workplace violence that employees could be exposed to and will be conducted to identify potential hazards related to workplace violence. This includes:

1. an analysis of relevant policies;

POLICY

Draft 1/3/24
5010

SUPPORT OPERATIONS

POLICY IS REQUIRED
WORKPLACE VIOLENCE PREVENTION POLICY

2. reviewing work practices and procedures that may have an impact on workplace violence;
3. evaluating the physical environment to assess any factors that may place employees at risk of workplace violence;
4. developing the Workplace Violence Prevention Program; and
5. reviewing workplace violence incident reports at least annually to identify trends in the types of incidents reported, if any, and reviewing the effectiveness of the mitigating actions taken.

IV. Workplace Violence Prevention Program

A written Workplace Violence Prevention Program shall be developed by the District and will explain how the Workplace Violence Prevention policy will be implemented and include details about the risks that were identified in the basic evaluation and describe how the employer will address those risks. The program will also include a system to report any incidents of workplace violence.

V. Reporting and Investigations

A. All employees are responsible for helping to create an environment of mutual respect and dignity for each other as well as for District students and visitors. All employees must follow all District policies, procedures and practices and assist in maintaining a safe and secure work environment.

B. The Workplace Violence Prevention Program Coordinator is:

Mary Facci
Executive Principal K-12
Administration
(315) 768-8124
mfacci@newyorkmills.org

C. All incidents of violence or threatening behavior will be responded to immediately upon notification. All staff are responsible for notifying the contact person designated above of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received.

VI. Remedial Measures When This Policy is Violated

Acts of violence against District employees in the workplace will be thoroughly investigated under this and any other applicable District policy, and appropriate action will be taken. This action may include but is not limited to counseling memorandum,

POLICY

Draft 1/3/24
5010

SUPPORT OPERATIONS

POLICY IS REQUIRED
WORKPLACE VIOLENCE PREVENTION POLICY

discipline, termination, and/or involving law enforcement authorities when warranted.

VII. Documentation

All incident reports must be retained for five (5) years following the end of the calendar year that the report was made.

VIII. Training

All employees, and all new hires, will participate in annual Workplace Violence Prevention Training Program. Training will include, but not be limited to, the risk factors identified and what employees can do to protect themselves.

IX. Implementation

The Superintendent or designee shall be responsible for creating, maintaining, and implementing a Workplace Violence Prevention Program and any Superintendent Regulations, procedures, or forms necessary to comply with New York State Labor Law §27-b.

X. Notification and Posting

This Policy shall be posted where notices to employees are normally posted.

New York Mills Union Free School District
Legal Ref: NYS Labor Law §27-g
Cross Ref: 5001, District-Wide Safety Plan Policy
Adopted: _____

Regulation

Draft 1/3/24
5010.1

SUPPORT OPERATIONS

WORKPLACE VIOLENCE INCIDENT REPORT

1. Date of Incident: _____
2. Time of day when the incident occurred: _____
3. District location where incident occurred: _____
4. Provide a detailed description of the incident below.

Description to include the following:

- Name of employee reporting the incident (unless a "privacy concern case");
- Names and job titles of involved employees;
- Name or other identifier of other individuals involved;
- Nature and extent of injuries arising from the incident;
- Names of witnesses; and
- Events leading up to the incident and how the incident ended.

Note: If the case is a 'privacy concern case,' remove the name of the employee who was the victim of the workplace violence and enter "**PRIVACY CONCERN CASE**" in the space normally used for the employee's name. Privacy concern cases include cases involving:

- Injury or illness to an intimate body part or the reproductive system;
- Injury or illness resulting from a sexual assault;
- Mental illness;
- HIV infection;
- Needle stick injuries and cuts from sharp objects that are or may be contaminated with another person's blood or other potentially infectious material; and
- Other injuries or illnesses, if the employee independently and voluntarily requests that his or her name not be entered on the report.

New York Mills Union Free School District

Legal Ref: DOL Workplace Violence Prevention – Appendix 5¹

Approved by the Superintendent: _____

¹ [New York State Department of Labor Workplace Violence Prevention for Public Employers – Appendix 5](#)

**5.6 - Policy 6010 Prohibition of
Sexual Harassment and Discrimination
in the Workplace (First Read)
a. Regulation 6010.1 (First Read)**

POLICY IS REQUIRED
PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION
IN THE WORKPLACE

I. Statement of Policy

- A. The New York Mills Union Free School District (the District) is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their sex, gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are similar and are further described in District policies prohibiting harassment, discrimination, and bullying ([District Policies 0015 and 0013](#)). All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one (1) component of District commitment to a discrimination-free work environment.
- B. The goal of this Policy is to teach employees to recognize sexual discrimination and to provide the tools to take action when it occurs.
- C. The District policy applies to all employees, applicants for employment, and interns, whether paid or unpaid, anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone else providing services in the workplace. It also includes persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with the District. Clients, customers, constituents, and visitors are also included in this Policy. This Policy will use the term “covered individual” to refer to those individuals who are not direct employees of the District.
- D. Sexual harassment or discrimination can occur between any individuals, regardless of their sex or gender.
- E. Unlawful sexual harassment or discrimination is not limited to the physical workplace itself. It can occur while employees are working remotely, traveling for business, or at District sponsored events or parties. Calls, texts, emails, and social media posts by employees or covered individuals can constitute unlawful workplace harassment regardless of where it occurs and whether personal or District devices are used.

PERSONNEL

POLICY IS REQUIRED

PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION
IN THE WORKPLACE

F. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined in this Policy, as well as the other District policies that prohibit harassment, discrimination, and bullying, should be considered applicable to all protected classes.

II. Sexual Harassment Definition

A. Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender. Sexual Harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

1. The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
2. Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
3. Decisions regarding an individual's employment are based on an individual's acceptance of or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

B. Hostile Work Environment includes behaviors such as: words, signs, jokes, pranks, intimidation, or physical violence of a sexual nature, or which are directed at an individual because of their sex, gender identity or gender expression. Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history can create a hostile work environment. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory

POLICY IS REQUIRED

PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION
IN THE WORKPLACE

statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance. These are merely examples and not an exhaustive list.

- C. Quid Pro Quo Harassment is sexual harassment where a person in authority tries to trade employment benefits such as hiring, promotion, and continued employment for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment.

- D. Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression, and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary.
 - 1. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female.
 - 2. A transgender person is someone whose gender is different than the sex they were assigned at birth.
 - 3. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do.

Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

- E. Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. The New York State Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their sex, gender (perceived or actual), sexual orientation, or gender expression is considered a violation of the District Policy. The intent of the harasser is not relevant to a harassment claim. The impact of the behavior on a person is what counts.

- F. Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any

POLICY

Draft
6010

PERSONNEL

POLICY IS REQUIRED
PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION
IN THE WORKPLACE

harassing conduct, even a single incident, can be discrimination and is covered by this policy.

G. Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. This list is just a sample of behaviors and should not be considered exhaustive.

1. Physical acts of a sexual nature, such as:
 - a. Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
 - b. Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy. (See, External Remedies Section.)
2. Unwanted sexual comments, advances, or propositions, such as:
 - a. Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
 - i. This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
 - ii. Subtle or obvious pressure for unwelcome sexual activities; or
 - iii. Repeated requests for dates or romantic gestures, including gift-giving.
3. Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
4. Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:

POLICY

Draft
6010

PERSONNEL

POLICY IS REQUIRED
PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION
IN THE WORKPLACE

- a. Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 - b. Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
5. Sexual or discriminatory displays or publications anywhere in the workplace, such as:
- a. Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
 - b. This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
6. Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
- a. Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - b. Sabotaging an individual's work;
 - c. Bullying, yelling, or name-calling;
 - d. Intentional misuse of an individual's preferred pronouns; or
 - e. Creating different expectations for individuals based on their perceived identities:
 - i. Dress codes that impose a greater burden on one gender over another;
 - ii. Leaving parents/caregivers out of meetings.
- H. When a complaint is made, an investigation will happen pursuant to the applicable District policies whenever a complaint is received about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. The District will conduct a prompt and thorough investigation that is fair to all parties.

III. Retaliation

POLICY

Draft

PERSONNEL

6010

POLICY IS REQUIRED

PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION
IN THE WORKPLACE

- A. Unlawful retaliation is any action by an employer or supervisor that seeks to punish a worker or covered individual for engaging in protected activity. The person engaged in the protected activity is protected from retaliation if the person had a good faith belief that the practices were unlawful even if the alleged harassment does not turn out to rise to the level of a violation of law or Policy. Examples of unlawful retaliation include, but are not limited to:
1. Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
 2. Publicly releasing personnel files;
 3. Refusing to provide a reference or providing an unwarranted negative reference;
 4. Labeling an employee as “difficult” and excluding them from projects to avoid “drama”;
 5. Undermining an individual’s immigration status; or
 6. Reducing work responsibilities, passing over for a promotion, or moving an individual’s desk to a less desirable office location.
 7. Threats of physical violence out of work hours or disparaging someone on social media could also be considered retaliation under this Policy.
- B. Protected activity includes but is not limited to: making or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. Additional protected activities could include:
1. making a complaint of sexual harassment or discrimination, either internally or with any government agency;
 2. testifying or assisting in a proceeding involving sexual harassment or discrimination, making a verbal or informal complaint of harassment or by informing a supervisor or manager of suspected harassment or discrimination; or
 3. encouraging a fellow employee to report harassment.
- C. This anti-retaliation provision is not intended to protect persons making intentionally false charges of harassment or discrimination.
- D. If allegations of retaliation are received by the District in connection with a complaint of sexual harassment or discrimination under this Policy, an investigation will be conducted pursuant to this Policy. Possible consequences for

POLICY

Draft

PERSONNEL

6010

POLICY IS REQUIRED

PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION IN THE WORKPLACE

a finding of retaliation by an employee against another person for engaging in protected activities shall include, but not be limited to, counseling, discipline, suspension, and/or termination.

IV. Bystander Intervention

- A. An employee witnessing harassment as a bystander is encouraged to report it.
- B. A supervisor or manager who witnesses harassment as a bystander is **required** to report it.
- C. There are five (5) standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.
 - 1. Interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
 - 2. Ask a third party to help intervene in the harassment;
 - 3. Record or take notes on the harassment incident to benefit a future investigation;
 - 4. after the incident, check in with the person who has been harassed, see how they are feeling and let them know the behavior was not ok; and
 - 5. Confront the harasser and name the behavior as inappropriate. Physical assault is never an appropriate way to confront harassment.
- D. Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace.

V. Reporting Sexual Harassment

- A. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a supervisor, manager or the District Compliance Coordinator. Anyone who witnesses or becomes aware of potential instances of sexual harassment or discrimination should report such behavior to a supervisor, manager, or the District Compliance Coordinator.
- B. The District Compliance Coordinator is:

Mrs. Mary Facci, K-12 Executive Principal
1 Marauder Blvd., NY Mills, NY 13417
315-768-8124
mfacci@newyorkmills.org

POLICY IS REQUIRED
PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION
IN THE WORKPLACE

C. Form of Complaint

1. Reports of sexual harassment may be made verbally, in writing, or by email.
2. A written complaint form is provided as part of the Board Policy Manual as [Regulation 6010.1](#). It is not required that this form be used.
3. Employees who are reporting sexual harassment on behalf of other employees may report verbally, in writing, or by email. If [Regulation 6010.1](#) is used, it should be noted on the form that the complaint is being submitted on behalf of another employee.

VI. Administrator and Supervisor Responsibilities

- A. Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the District Compliance Coordinator. If Managers and supervisors observe such behavior, they must act.
- B. Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment or discrimination to continue after they know about it.
- C. Supervisors and managers will also be subject to discipline for engaging in any retaliation.
- D. The District will work with individuals who have experienced harassment or discrimination to ensure the workplace is safe, supportive, and free from retaliation during and after any investigation.

VII. Reports, Complaints, and Investigations of Sexual Harassment

- A. All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will

POLICY

Draft
6010

PERSONNEL

POLICY IS REQUIRED PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION IN THE WORKPLACE

be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible.

- B. Employees shall be required to cooperate in an investigation of suspected sexual harassment or discrimination.
- C. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.
- D. While the specific process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, the District Compliance Coordinator will:
 - 1. Conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take interim action (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate.
 - 2. If complaint is verbal, a request to the Complainant will be made to complete the written complaint form. If the Complainant does not wish to do so, the District Compliance Coordinator prepare a complaint form or equivalent documentation based on the verbal reporting;
 - 3. Take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The Compliance Coordinator or designee will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
 - 4. Seek to interview all parties involved, including any relevant witnesses;
 - 5. Create a written documentation of the investigation which contains the following:
 - i. A list of all documents reviewed and a detailed summary of relevant documents;
 - ii. A list of names of those interviewed with a detailed summary of their statements;
 - iii. A timeline of events;
 - iv. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and

POLICY

Draft

6010

PERSONNEL

POLICY IS REQUIRED
PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION
IN THE WORKPLACE

- v. The basis for the decision and final resolution of the complaint, together with any remedial measures and/or corrective action(s).
6. Keep the written documentation and associated documents in a secure and confidential location;
7. Promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
8. Inform the complainant of the right to file an external complaint (outside of the District) as outlined later in this Policy.

VIII. Review of Compliance Coordinator's Determination

If a person who initiated a report of possible discrimination, or a person whose conduct was challenged by a report of possible discrimination, is not satisfied with the determination of the Compliance Coordinator (or other designated investigator), they may request that the determination be reviewed by the District [Board.]

- A. A request for review must be made in writing and filed [with the District Clerk – Mandy Mroz] within ten (10) business days of receiving the written notice of the determination.
- B. The person requesting review shall provide a written explanation of their objection(s) to the determination, including the corrective action taken if any. That statement shall be filed with the District Clerk at least five (5) business days before the Board meeting at which the review will be conducted.

IX. Corrective Actions and Remedial Measures

- A. The Superintendent or designee has the discretion to implement immediate corrective action, pending the completion of a fact-finding inquiry, to protect an individual when the Superintendent concludes that the circumstances of a particular report warrant that action.
- B. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment or discrimination will depend on the degree of

POLICY

Draft
6010

PERSONNEL

POLICY IS REQUIRED
PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION
IN THE WORKPLACE

harassment and might include education, counseling, or discipline. It may also lead to suspension or termination when appropriate.

1. An employee found to have engaged in prohibited harassment or discrimination against another person (whether a District employee, District student or member of the public) in the course of their employment will be subject to discipline, up to and including termination. Such decisions will be made and implemented in accordance with this and other District policies, applicable state and federal statutes and regulations, as well as any applicable collective bargaining agreements.
2. Any other person found to have engaged in prohibited harassment or discrimination against another person (whether a District employee, District student or member of the public) while participating in a District activity or on District property may have their future access to District and its activities limited, as deemed appropriate under the circumstances.

X. Notifications and Training

- A. This Policy must be provided to all employees in hard copy or digital form, annually, upon hiring, and posted prominently in work locations and on the District website.
- B. The District shall provide annual training to all staff on the prohibition of sexual harassment and discrimination in the workplace. New hires must also receive training. A copy of the training materials and policy shall be provided either in hardcopy or electronically at the time of training.

XI. Legal Protections and External Remedies

- A. In addition to this and other Policies, District employees and other persons visiting or doing business with the District are protected from discrimination and harassment, including sexual harassment, by New York State and federal law. There also may be applicable local laws.
- B. The New York State Human Rights Law prohibits discrimination in employment and public accommodations, including sexual harassment. Your rights can be enforced by a complaint filed with the New York State Division of Human Rights or by filing a complaint in the New York State Supreme Court.
 1. You may learn more about your rights under the Human Rights Law by calling the Division's toll-free telephone number (888-392-3644) or

POLICY IS REQUIRED

PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION
IN THE WORKPLACE

- visiting the Division's website (www.dhr.ny.gov). DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Contact the Division via TDD/TTY at 718-741-8300.
2. Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.
 3. Call the DHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint or access a form at <https://dhr.ny.gov/complaint>. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.
 4. You may file a complaint with the Division within three years of the event you feel was harassment. You do not need a lawyer to file a complaint with the Division and there is no cost to do so. The Division will investigate your complaint and make a determination whether there is probable cause to believe sexual harassment occurred. Probable cause cases receive a public hearing before an administrative law judge. The Division will provide an attorney. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.
 5. An individual may not file with DHR if they have already filed a HRL complaint in state court.
- C. Federal laws, including Title VII of the Civil Rights Act of 1964, also prohibit discrimination in employment and public accommodation, including sexual harassment. Your rights can be enforced by filing a charge of discrimination with the United States Equal Employment Opportunity Commission (EEOC).
1. You may file a charge with the EEOC within three hundred (300) days of the most recent event you feel was harassment or discrimination. You do not need a lawyer to file a charge with the EEOC.

POLICY

Draft

PERSONNEL

6010

POLICY IS REQUIRED

PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION
IN THE WORKPLACE

2. An employee alleging discrimination at work can file a “Charge of Discrimination.” A form is available at <https://www.eeoc.gov/filing-charge-discrimination>
 3. The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at <https://www.eeoc.gov> or via email at info@eeoc.gov.
 4. The EEOC will investigate your charge. If it determines there is reasonable cause to believe that unlawful discrimination occurred, the EEOC will attempt to obtain a remedy on your behalf through a conciliation process. If that is not successful, the EEOC (or Department of Justice in some cases), will decide whether to file a lawsuit. If they decide not to sue, you will be given a Notice of Right to Sue permitting an employee to file a lawsuit in federal court.
 5. If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.
- D. You may start a lawsuit in the state Supreme Court within three years of the event you feel was harassment. You can start a lawsuit yourself (pro se), but it is recommended that you retain a lawyer who is familiar with court procedures.
- E. Many localities enforce laws protecting individuals from sexual harassment and discrimination. Contact the county, city, or town of residence to find out if such a law exists.
- F. Local Police Department: If the harassment involves unwanted physical touching or contact, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

New York Mills Union Free School District

Legal Ref: NYS Labor Law §201-g

Cross Ref: 0013, Title IX Grievance Process; Code of Conduct Policy;
0015, Prohibition of Discrimination, Harassment and Bullying Policy;
6404, Rights of Nursing Employees to Express Breast Milk

Adopted: _____

Regulation

Draft 10/12/23

6010.1

PERSONNEL

INCIDENT REPORTING FORM

To be completed by the person reporting the incident (or the person receiving the complaint and/or investigating the incident)

School: _____ Dignity Act Coordinator: _____

Position: _____ Today's date: _____

Name of person reporting incident: _____

Role of person reporting incident (Check one)

Student Target Student (witness) Parent/Guardian Staff Member Other _____

Phone: _____ Email: _____

Name of target: (student being bullied, harassed, or discriminated against)

Name(s) of alleged offender(s):

Date(s) and time(s) of incident(s):

What was your involvement in the incident?

I was directly involved in the incident I observed the incident I heard about the incident

Where did the incident happen? (Check all that apply)

On school property Classroom Hallway Bathroom Cafeteria Gym Locker Room At a school function On a school bus Off school property Electronic Communication Other (describe):

Type of incident (Check all that apply)

- Physical contact (kicking, punching, spitting, tripping, pushing, taking belongings)
 Verbal threats (gossip, name-calling, put-downs, teasing, being mean, taunting, making threats)
 Psychological (non-verbal actions, spreading rumors, social exclusion, intimidation)
 Abuse (actions or statements that put an individual in fear of bodily harm)
 Cyberbullying (misusing technology/social media to harass, tease, threaten, post pictures (sexting))
 Other (describe): _____

Who was involved in the incident?

Student Employee Both student and employee

REGULATION

PERSONNEL

6010.1

INCIDENT REPORTING FORM

Describe the specific nature of the incident. What happened? (Be as specific as possible). What did the alleged offender say or do? Include any copies of text messages, emails, etc. if possible.

(Add extra pages if needed)

If there were any adults in the area when this happened, what did they do?

Types of bias involved (if known): (Check all that apply)

- Race
- Color
- Weight/size
- National origin
- Ethnic group
- Religion
- Religious practice
- Disability
- Sexual orientation
- Gender
- Sex
- hair texture and protective hairstyles
- Other (describe) _____

Names of others who may have witnessed the incident:

Was the student absent from school as a result of the incident?

- No
- Yes
- Number of days student was absent: _____

Does the situation continue to occur?

- Yes
- No

What do you think should be done about the situation?

You can contact the school administrator, Dignity Act Coordinator, counselor, or other staff member (whoever you are most comfortable with) for information or assistance at any time.

District

Approved by the Superintendent: _____

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

I. Statement of Policy:

- A. The New York Mills Union Free School District (the District) provides education programs and services, does business with vendors and the public, provides equal access to all groups and/or organizations protected under 20 US Code §7905, Equal Access to Public School Facilities, (aka the “Boy Scouts of America Equal Access Act”), and makes decisions regarding employment without consideration of an individual’s race, (including but not limited to hair texture and protective hairstyles), color, creed, religion, national origin (regardless of English language skills), age, sex (including gender, gender identity, and sexual orientation), marital status, military or veteran status, disability, predisposing genetic characteristics, arrest record, or prior criminal convictions, except when sex or age are a bona fide occupational qualification, when a criminal conviction is related to job duties, and when an individual’s religion or disability warrants reasonable accommodation.
- B. Our commitment to provide education programs and services without discrimination includes participation in nonacademic and extracurricular services such as transportation, counseling services, student clubs, and physical education and athletics.
- C. Our commitment to provide employment without harassment, including sexual harassment, discrimination includes recruiting, employment decisions, promotion opportunities, compensation, fringe benefits, workplace conditions, workplace discipline, and termination decisions.
- D. No student shall be subjected to harassment or bullying (as defined below) by employees or students on school property or at a school function. No student shall be subjected to discrimination based on a person’s actual or perceived race, (including but not limited to hair texture and protective hairstyles), color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression), or sex by another student or a school employee on school property or at a school function. This Policy does not prohibit a denial of admission into, or an exclusion from, a course of instruction that is permissible under the New York State Education Law and Federal Title IX of the Education Amendments of 1972; nor does it prohibit actions that are permissible under Section 504 of the Rehabilitation Act of 1973.
- E. The goal of this Policy is to create a school environment that is free from harassment, bullying, and discrimination. This Policy shall be interpreted and implemented so that the District complies with its obligations under Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1975,

POLICY

Draft 1/3/24
0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 201-g of the New York Labor Law, Section 504 of the Rehabilitation Act of 1973, the New York State Human Rights Law, and the New York State Education Law, as interpreted and enforced by applicable regulations.

- F. Complaints of sexual harassment, retaliation, or other unlawful harassment or discrimination in the workplace or educational setting may be investigated and acted upon under this or another applicable District policy. These policies include but are not limited to: Equal Opportunity, Dignity for All Students Act (DASA), Title IX, Sexual Harassment in the Workplace, the Code of Conduct, and any other applicable/relevant District policy.

Any complaints alleging violations of Title IX of the Education Amendments of 1975, as amended, shall also be reviewed under the District/BOCES Title IX Policy #0013.

II. Opportunities for Individuals with Disabilities:

- A. Education Programs, Services, and Activities: A student with a disabling condition who qualifies for services under the Individuals with Disabilities Education Act (IDEA) and Part 200 of the Regulations of the Commissioner of Education shall receive services in accordance with the Special Education Policy. A student with a condition that is considered a disability for purposes of Section 504 of the Rehabilitation Act of 1973, but does not qualify for services under the ~~Programs for Students with Disabilities Under Section 504 Policy~~ IDEA, shall be provided educational programs, services, and activities in accordance with Section 504.
- B. Employment: An employee with a condition that is defined as a disability, or with a history of such a condition, and who is otherwise qualified to perform the essential functions of the position, shall not be denied any employment opportunity or benefit. When a reasonable accommodation will permit an applicant or employee to perform the essential functions of the position, the District will provide a reasonable accommodation that does not impose an undue burden upon the District.
- C. Public Accommodation: District facilities shall be designed, constructed, and maintained so that, when each part of the District's program is viewed in its entirety, that part of the program is readily accessible to handicapped persons. In addition to physical facilities, the District's website and other public-facing communication channels shall be designed and implemented to be accessible to all members of the public; provided that proposed accessibility measures do not fundamentally alter the features of the website or other communication channel, and do not result in an undue financial or administrative burden to the District. The District shall not assume responsibility for the operation, content, or

POLICY

Draft 1/3/24
0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

accessibility of third-party sites that may be accessed from a link on the District's website or other communication channels. Persons encountering difficulty accessing any District program or service, including physical facilities or digital communication channels, are encouraged to use the complaint process in this Policy to seek resolution of the problem.

III. Harassment, Bullying, and Discrimination Prohibited:

A. General Standard of Conduct

No one who is receiving an education from the District, or ~~who is~~ employed by the District, or ~~who is~~ present on school property or at a school event, should experience harassment, bullying, or discrimination. The District's Code of Conduct prohibits harassment, bullying and discrimination. ~~and it~~ The Code of Conduct applies to conduct by District employees, District students, and anyone else on school property or at a school event.

When determining whether particular conduct or statements are to be classified as prohibited harassment, ~~the District will consider the intent of the person engaging in the conduct or making the statement; however,~~ the determining factor will be whether the person at whom the conduct or statement was directed reasonably experienced the conduct or statement as unwelcome harassment, not the intent of the person engaging in the conduct or making the statement.

B. Conduct Directed at a Student

Conduct (including verbal conduct) directed at a student will be classified as harassment or bullying if it either:

1. Creates a hostile environment that has or would have the effect of unreasonably and substantially interfering with
 - a. the student's educational performance, opportunities, or benefits, or
 - b. the student's physical, emotional, or mental well-being, or
 - c. causes, or would reasonably be expected to cause, harm to the student's emotional well-being through the creation of a hostile school environment that is so severe, or so pervasive, that it substantially and unreasonably interferes with the student's education.

POLICY

Draft 1/3/24
0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

2. Conduct that occurs off school property will be classified as a violation of this Policy if it creates, or foreseeably would create, a risk of substantial disruption within the school environment.
3. Conduct that occurs through electronic communication will be classified as a violation of this Policy if it otherwise fits the definition set forth in this section.

C. Conduct Directed at Someone Other than a Student

Conduct (including verbal conduct) directed at someone other than a student who is present on school property or at a school event will be classified as discrimination or harassment if it is motivated by that person's race, (including but not limited to hair texture and protective hairstyles), color, creed, religion, national origin, age, sex, sexual orientation, marital status, military or veteran status, disability, predisposing genetic characteristics, arrest record, or prior criminal convictions, and

1. It has the purpose or the effect of substantially interfering with the person's work performance; or
2. The person is explicitly or implicitly told that they must submit to that treatment in order to receive or continue to receive employment opportunities; or
3. A decision by the District about that person's employment is influenced by whether that person has submitted to the treatment or objected to it.

D. Also prohibited, ~~as sexual harassment~~, is the making of unwanted sexual advances, the making of any requests for sexual favors, and subjecting another person to any touching, teasing or other verbal communication of a sexual nature. The following describes some of the types of acts that may be unlawful sexual harassment:

1. Physical assaults of a sexual nature, such as:
 - a. Rape, sexual battery, molestation, or attempts to commit these assaults.
 - b. Intentional or unintentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.

POLICY

Draft 1/3/24

0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

2. Unwanted sexual advances, propositions or other sexual comments, such as:
 - a. Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion, or other job benefits or detriments;
 - b. Subtle or obvious pressure for unwelcome sexual activities;
 - c. Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience which are ~~sufficiently severe or pervasive to~~ create a hostile work environment.
 3. Sexual or discriminatory displays or publications anywhere in the workplace, such as displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic.
- E. Anyone who feels that they have experienced prohibited discrimination or harassment should bring this to the District's attention by using the Complaint Procedure described below. Administrators and other supervisors who observe conduct that might constitute harassment, including sexual harassment, are required to report that conduct to the Compliance Coordinator and the Title IX Coordinator(s).
- F. An employee, including supervisors and managers, who subject another employee to harassment, including sexual harassment, will be subject to disciplinary consequences, consistent with applicable laws and collective bargaining agreements.
- G. Conduct that occurs away from school property, such as on social media or at after-hours events, may violate this policy if it has a prohibited workplace impact.
- H. Allegations of sexual harassment and discrimination will be investigated pursuant to [insert sexual harassment Policy #] Policy, this Policy, and any other applicable policy or law that prohibits such conduct in the workplace or educational setting.
- IV. Strategy to Prevent Harassment, Bullying, and Discrimination

With the objective of preventing acts of harassment, bullying, or discrimination from interfering with any student's educational opportunities or sense of safety in school, the District will implement the procedures described in this Policy to:

POLICY

Draft 1/3/24
0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

- A. Expand student and employee awareness of the problem;
 - B. Train staff and instruct students about appropriate, non-discriminatory behavior;
 - C. Respond to reports of conduct that may violate this Policy; and
 - D. Implement corrective and restorative measures as appropriate, when unacceptable conduct occurs.
- V. Compliance and Dignity Act Coordinator(s):
- A. The District's Compliance Coordinator for purposes of implementing this Policy shall be:

Mrs. Mary Facci
Phone: 315-768-8124
E-mail: mfacci@newyorkmills.org

The Compliance Coordinator is responsible for receiving complaints of conduct that may violate this Policy and ~~Title IX (sex discrimination), Title VI (race and national origin discrimination), or~~ Title VII, Age Discrimination in Employment Act, §201-g of NYS Labor Law, NYS Human Rights Law, Section 504 or the Americans with Disabilities Act (disability discrimination); directing a thorough fact finding regarding those complaints; making a determination whether a violation of the Policy and federal law has occurred; overseeing the implementation of corrective action when necessary, including the making of reasonable accommodations for student or employee disabilities; ~~making sure~~ ensuring that this Policy ~~has been~~ is publicized as required by law; keeping records of all reports of possible discrimination or harassment, including sexual harassment based on sex, race, national origin, or disability; and making recommendations for the updating of this Policy as necessary.

The Compliance Coordinator is responsible for fulfilling these responsibilities ~~in the event of whether the incidents involving~~ involve adult conduct directed at other adults, adult conduct directed at students, and student conduct directed at other students.

- B. The principal(s) are designated as the District's DASA Coordinator for that school building, and their names and contact information shall be included in the Code of Conduct and prominently displayed in each office. The DASA Coordinators are responsible for receiving complaints of conduct directed at students by adults or other students that may be harassment, bullying, or discrimination as described in

POLICY

Draft 1/3/24
0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

Part I-D and Part III of this Policy; conducting a thorough fact-finding regarding those complaints; determining whether a violation of this Policy has occurred; overseeing the implementation of corrective action when required; and keeping accurate records of complaints received and action taken, as required by the State Education Department. The DASA Coordinators serve as the Superintendent's designee for purposes of Article 2-A of the Education Law (DASA).

- C. ~~The Compliance, Title IX, and DASA Coordinators shall promptly inform the DASA Coordinators of matters each other of complaints that involve conduct that may violate these other District/BOCES policies, for further review and investigation, if required. directed at students, and the DASA Coordinators shall evaluate those incidents for possible violations of DASA. The DASA Coordinators shall inform the Compliance Coordinator of matters that involve complaints of possible discrimination on the basis of sex, race, national origin, or disability and the Compliance Coordinator shall evaluate those incidents for possible violations of Title IX, Title VI, Section 504, and the Americans with Disabilities Act.~~
- D. ~~When a report complains there is a complaint~~ of possible discrimination by the Compliance Coordinator, or a DASA Coordinator, the Superintendent shall designate another school official to conduct the necessary fact-finding and make recommendations.

VI. Complaint and Fact-finding Procedure:

- A. Report of Possible Harassment, Bullying or Discrimination: ~~Attached to this Policy are The Superintendent or designee shall create a Report of Possible Discrimination or Harassment and DASA Incident Reporting Form.~~ The Compliance Coordinator and DASA Coordinators shall make sure that these forms are available in each school building, and their availability is known to those who may need to use ~~it~~ them. The use of these forms is encouraged, but not required; the Compliance Coordinator or DASA Coordinators shall conduct a fact-finding inquiry anytime a written or oral report is received that contains enough information to reasonably investigate is received.
1. An employee or other adult may report possible discrimination or harassment directed at them or another employee or other adult to the employee's supervisor or directly to the Compliance Coordinator. If the report is about conduct by the Compliance Coordinator, the report may be made to the Superintendent. If an employee makes a verbal report, they shall be asked to make a written report and told of the availability of the Report form.

POLICY

Draft 1/3/24
0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

2. A student may report possible harassment, bullying or discrimination directed at them or another student to any teacher, counselor, or school administrator. If a student makes a verbal report, they shall be asked to make a written report and told of the availability of the Report form. The person to whom the report is made is also responsible for reporting in writing their conversation and other available information to the DASA Coordinator or Compliance Coordinator. School staff shall be trained on how to receive and refer student complaints.
 3. A parent, and persons in parental relation, school volunteer, or other member of the public who wishes to report possible harassment, bullying, or discrimination against a student shall make the report to the Superintendent, the Compliance Coordinator, a DASA Coordinator, or any administrator or teacher. If a verbal report is made, a written report shall be requested. The person to whom the report is made is also responsible for reporting in writing their conversation and other information to the Compliance Coordinator.
 4. District employees who either witness conduct directed at a student that may be harassment, bullying, or discrimination, or receive an oral or written report of such conduct, must report that to a DASA Coordinator. The employee must make an oral report to the DASA Coordinator within one school day, followed by a written report to a DASA Coordinator no more than two school days after their oral report.
- B. Fact-finding Inquiry: Upon receiving a written report of possible harassment, bullying, or discrimination, the Compliance Coordinator or DASA Coordinator shall log the report, acknowledge in writing its receipt, and conduct a fact-finding inquiry designed to determine with a reasonable degree of probability what actually transpired.

While the specific process may vary from case to case, upon receipt of a complaint, the District Compliance Coordinator will:

1. ~~The fact finding inquiry should be begun begin promptly after receiving the complaint, and be pursued with sufficient diligence to reach a conclusion promptly after receipt of a written report.~~ Conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take interim action (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate.
2. ~~The inquiry should determine with as much detail as possible the sequence in which events occurred, the identity of each person involved and their~~

POLICY

Draft 1/3/24
0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND
HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

respective roles, and the exact words spoken by each participant. If complaint is verbal, a request to the Complainant will be made to complete the written complaint form. If the Complainant does not wish to do so, the District Compliance Coordinator prepare a complaint form or equivalent documentation based on the verbal reporting;

3. The inquiry shall include an opportunity for any person who has been identified as possibly violating this Policy to respond to each assertion made against them. Take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The Compliance Coordinator or designee will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
4. Seek to interview all parties involved, including any relevant witnesses; Interviews shall be scheduled and conducted in compliance with applicable provisions of New York law and collective bargaining agreements.
5. Each person interviewed shall be reminded that they are protected by the non-retaliation provision of this Policy, and that they are bound by that provision. Create a written documentation of the investigation which contains the following:
 - a. A list of all documents reviewed and a detailed summary of relevant documents;
 - b. A list of names of those interviewed with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any remedial measures and/or corrective action(s).
6. Keep the written documentation and associated documents in a secure and confidential location;
7. Promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and

POLICY

Draft 1/3/24

0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

8. Inform the complainant of the right to file an external complaint (outside of the District) as outlined later in this Policy.
- C. Resolution: The Compliance Coordinator or DASA Coordinator shall prepare a written fact-finding report describing what investigation was done, what conclusions have been drawn about what happened, a conclusion as to whether the conduct violated the District's Policy, and, if it did, what corrective action should be taken.
1. If the determination is that this Policy has not been violated, the person who made the report, and each person whose conduct was challenged, shall be told of that determination ~~verbally and in hard copy~~ writing or by email. The person who made the report shall be ~~told~~ informed of the option to have the determination reviewed.
 2. If the determination is that this Policy has been violated, the person who made the report of possible discrimination shall be told of that determination ~~verbally and in hard copy~~ in writing or by email and, consistent with the confidentiality accorded to student and personnel records, told that appropriate corrective action has been taken to deter any repetition of the offending conduct. The person whose conduct violated the Policy shall have that explained to them, shall be told of the corrective action being taken by the District, and shall be told of the option to have the determination reviewed.
 3. When the Compliance Coordinator or DASA Coordinator verifies the occurrence of harassment, bullying, or discrimination directed at a student, the school shall take prompt action that is consistent with the District's Code of Conduct and is reasonably calculated to end the harassment, bullying, or discrimination to eliminate any hostile environment; to create a more positive school culture and climate; to prevent a recurrence of the behavior; and to ensure the safety of the student(s) at whom the conduct was directed.
 - a. Responsive actions shall be measured, balanced, and age-appropriate.
 - b. Responsive actions shall follow a progressive model and make appropriate use of intervention, education, and discipline.
 - c. Responsive actions shall vary according to the nature of the offending behavior, the developmental age of the person engaging in the behavior, and the prior history of problem behaviors by the person engaging in the conduct.

POLICY

Draft 1/3/24
0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

- D. Report to Law Enforcement Agency: When a DASA Coordinator believes that conduct has occurred that constitutes criminal conduct, the Coordinator shall promptly notify the Superintendent, and the Superintendent shall promptly notify the appropriate law enforcement agency.
- E. Confidentiality: It shall be explained to anyone making a report or providing information about a report that the District does not reveal information about reports or the fact-finding process except to the extent necessary to fulfill its legal obligations to make as complete an inquiry as possible and to take appropriate corrective action when discrimination has occurred. Every witness interviewed during the fact-finding inquiry shall be instructed not to discuss the complaint or the investigation with anyone else, except as may be privileged by law.
- F. Special Fact-finder: The Superintendent is authorized to appoint a special fact-finder to carry out the responsibilities of the Compliance Coordinator or DASA Coordinator when the Superintendent concludes that the circumstances of a particular report warrant that action, and the special fact-finder shall fulfill the responsibilities of the Compliance Coordinator described in this policy.
- G. Immediate Corrective Action: The Superintendent has discretion to implement immediate corrective action, pending the completion of a fact-finding inquiry, to protect an individual when the Superintendent concludes that the circumstances of a particular report warrant that action.
- H. Review of Coordinator's Determination: If a person who initiated a report of possible discrimination, or a person whose conduct was challenged by a report of possible discrimination, is not satisfied with the determination of the Compliance Coordinator (or other designated investigator), they may request that the determination be reviewed by the Board of Education (the Board).
1. A request for Board review must be made in writing, filed with the ~~Board~~ District Clerk within ten (10) business days of receiving the written notice of the determination.
 2. The person requesting review shall provide a written explanation of their objection(s) to the determination, including the corrective action taken, if any. That statement shall be filed with the ~~Board~~ District Clerk at least five (5) business days before the Board meeting at which the review will be conducted.

POLICY

Draft 1/3/24

0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

3. Board discussion of the determination and the objection(s) made shall take place in executive session. Board action to adopt or change the determination shall take place in a public session.
 - a. ~~No Retaliation: No employee or student shall take a retaliatory action, or request or cause anyone else to take a retaliatory action, against any person who, in good faith, reports information about a possible violation of this Policy to a District employee or to the Commissioner of Education or to a law enforcement agency, or who initiates a report, or encourages another person to initiate a report, or testifies or assists or participates in the investigation of a report, or complaint by the District or a governmental agency. Unlawful retaliation is any action by an employer or supervisor that seeks to punish a worker or covered individual for engaging in protected activity. The person engaged in the protected activity is protected from retaliation if the person had a good faith belief that the practices were unlawful even if the alleged harassment does not turn out to rise to the level of a violation of law or Policy. Examples of unlawful retaliation include, but are not limited to:~~
 - a. Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
 - b. Publicly releasing personnel files;
 - c. Refusing to provide a reference or providing an unwarranted negative reference;
 - d. Labeling an employee as “difficult” and excluding them from projects to avoid “drama”;
 - e. Undermining an individual’s immigration status; or
 - f. Reducing work responsibilities, passing over for a promotion, or moving an individual’s desk to a less desirable office location.
 - g. Threats of physical violence out of work hours or disparaging someone on social media could also be considered retaliation under this Policy.
 - b. Protected activity includes but is not limited to: making or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. Additional protected activities could include:
 - a. making a complaint of sexual harassment or discrimination, either internally or with any government agency;

POLICY

Draft 1/3/24
0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

- b. testifying or assisting in a proceeding involving sexual harassment or discrimination, making a verbal or informal complaint of harassment or by informing a supervisor or manager of suspected harassment or discrimination; or
 - c. encouraging a fellow employee to report harassment.
 - c. This anti-retaliation provision is not intended to protect persons making intentionally false charges of harassment or discrimination.
 - J. If allegations of retaliation are received by the District in connection with a complaint of sexual harassment or discrimination under this Policy, an investigation will be conducted pursuant to this Policy. Possible consequences for a finding of retaliation by an employee against another person for engaging in protected activities shall include, but not be limited to, counseling, discipline, suspension, and/or termination.
- VII. Remedial Measures When This Policy is Violated:
- A. An employee found to have engaged in prohibited harassment or discrimination against another person (whether a District employee, District student, or member of the public) in the course of their employment will be subject to discipline, up to and including termination. Such decisions will be made and implemented in accordance with other District policies (e.g. the Code of Conduct) and applicable statutes and collective bargaining agreements.
 - B. A student found to have engaged in prohibited harassment, bullying or discrimination against another person (whether a District employee, District student, or member of the public) while participating in a school activity or on school property will be subject to discipline. Such decisions will be made and implemented in accordance with other District policies (e.g. the Code of Conduct), the New York State Education Law, and any other applicable statutes.
 - C. Any other person found to have engaged in prohibited harassment or discrimination against another person (whether a District employee, District student, or member of the public) while participating in a school activity or on school property may have their future access to school activities limited, as deemed appropriate under the circumstances.
- VIII. Dignity Act Coordinators
- A. The Board appoints at least one staff member at each school to serve as the Dignity Act Coordinator for that school, upon the recommendation of the Superintendent. Each person designated for this role shall be instructed in the provisions of Article

POLICY

Draft 1/3/24
0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

2-A of the Education Law and thoroughly trained in methods to respond to human relations in the areas of race, (including but not limited to hair texture and protective hairstyles), color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, and sex.

- B. The name and contact information for each Dignity Act Coordinator shall be publicized as follows:
1. listing such information in the Code of Conduct posted on the District's website;
 2. including such information in the plain language summary of the Code of Conduct provided to all persons in parental relation to students before the beginning of each school year;
 3. including such information in at least one mailing per school year to parents and persons in parental relation, and in additional mailings if the information changes;
 4. posting such information in a highly visible location in each school building; and
 5. making such information available at the District office and each school building office.

The publication of this information shall also inform students and persons in parental relation to students that the Dignity Act Coordinator is available to speak with them if they have witnessed possible discrimination or harassment or bullying, or if they have experienced treatment that may be prohibited discrimination or harassment or bullying.

- C. In the event a designated Dignity Act Coordinator vacates that position, the Superintendent shall immediately designate an interim Coordinator pending appointment by the Board. In the event that a Coordinator is unable to perform the duties of the position for an extended period of time, another staff member shall be immediately designated by the Superintendent as an interim Coordinator pending return of the previous Coordinator to the position. Contact information for the new Coordinator shall be distributed as provided above.

IX. Training and Publication of Policy:

- A. All District employees will be provided with a copy of this policy. Online access to a printable copy of this Policy will satisfy this requirement.

POLICY

Draft 1/3/24
0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

- B. All students and their families will be notified at the beginning of the school year, or at the time of enrollment, of this Policy, the conduct expectations established by it, and how they may request accommodation of a disability or initiate a complaint, or report possible discrimination, harassment or bullying.
- C. A summary of this Policy shall be posted as part of the District's website, and shall be distributed periodically with District publications.
- D. The Superintendent shall ensure that all District employees receive training designed to meet the following objectives each year in an interactive format:
1. discourage the development of harassment, bullying, and discrimination;
 2. make employees aware of the effects on students of harassment, bullying, cyberbullying, and discrimination;
 3. raise the awareness and sensitivity of employees to potential harassment, bullying, and discrimination;
 4. enable employees to prevent harassment, bullying, and discrimination;
 5. enable employees to respond to harassment, bullying, and discrimination;
 6. inform employees about social patterns of harassment, bullying, and discrimination, including that based on a person's actual or perceived race, (including but not limited to hair texture and protective hairstyles), color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression), or sex; and
 7. strategies for effectively addressing the problems of exclusion, bias, and aggression in an educational setting.
- E. The Superintendent shall develop and implement guidelines:
1. for the development of nondiscriminatory instructional and counseling methods to be used by District staff;
 2. for the development of measured, balanced and age-appropriate responses to instances of harassment, bullying and discrimination by students, with remedies and procedures following a progressive mode that make appropriate use of intervention, discipline and education, vary in method

POLICY

Draft 1/3/24
0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

according to the nature of the behavior, the developmental age of the student and the student's history or problem behaviors, and are consistent with the Code of Conduct; and

3. include safe and supportive school climate concepts in curriculum and classroom management.

F. The District shall develop and implement a program of instruction in grades kindergarten through Grade 12 to include a component on civility, citizenship and character education in accordance with Education Law.

1. Such component shall instruct students on the principles of honesty, tolerance, personal responsibility, respect for others, observance of laws and rules, courtesy, dignity and other traits which will enhance the quality of their experiences in, and contributions to, the community.
2. Instruction on the principle of respect for others shall discourage acts of harassment, bullying, and discrimination.
3. Instruction on the principle of tolerance, respect for others, and dignity shall seek to instill an awareness and sensitivity to harassment, bullying, discrimination, and civility in the relations of people of different races, (including but not limited to hair texture and protective hairstyles), weights, national origins, ethnic groups, religious, religious practices, mental or physical disabilities, sexual orientation, genders (including gender identity or expression) and sexes.
4. This shall include instruction about safe and responsible use of the internet and electronic communications.

X. ~~Other Available Remedies for Unlawful Discrimination and Harassment, including Sexual Harassment:~~

~~A. In addition to this Policy, District employees and other persons visiting or doing business with the District are protected from discrimination and harassment, including sexual harassment, by New York State and federal law. There also may be applicable local laws.~~

~~B. The New York State Human Rights Law prohibits discrimination in employment and public accommodations, including sexual harassment. Your rights can be enforced by a complaint filed with the New York State Division of Human Rights or by filing a complaint in New York State Supreme Court.~~

POLICY

Draft 1/3/24
0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

1. ~~You may learn more about your rights under the Human Rights Law by calling the Division's toll-free telephone number (888-392-3644) or visiting the Division's website (www.dhr.ny.gov).~~
 2. ~~You may file a charge with the EEOC within three hundred (300) days of the event you feel was harassment. You do not need a lawyer to file a charge with the EEOC.~~
 3. ~~You may file a complaint with the Division within one year of the event you feel was harassment. You do not need a lawyer to file a complaint with the Division. The Division will investigate your complaint and make a determination whether unlawful harassment occurred. If a public hearing is required, the Division will provide an attorney. The Division may seek monetary damages on your behalf.~~
 4. ~~You may start a lawsuit in Supreme Court within three years of the event you feel was harassment. You can start a lawsuit yourself (pro se), but you should retain a lawyer who is familiar with court procedures.~~
- ~~C. Federal laws, including Title VII of the Civil Rights Act of 1964, also prohibit discrimination in employment and public accommodation, including sexual harassment. Your rights can be enforced by filing a charge of discrimination with the United State Equal Employment Opportunity Commission (EEOC).~~
1. ~~You may learn more about your rights under federal law by calling the EEOC's toll-free number (800-669-4000) or visiting the EEOC's website (www.eeoc.gov).~~
 2. ~~You may file a charge with the EEOC within three hundred (300) days of the event you feel was harassment. You do not need a lawyer to file a charge with the EEOC.~~
 3. ~~The EEOC will investigate your charge. If it determines that unlawful discrimination occurred, the EEOC will attempt to obtain a remedy on your behalf through a conciliation process. If that is not successful, you will be given a right to sue in court.~~
- ~~D. If you are subjected to unwanted physical touching, coerced physical confinement, or unwanted sex acts, the conduct may constitute a crime and you should consider contacting the local police department.~~

POLICY

GENERAL COMMITMENTS

Draft 1/3/24
0015

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

Legal Protections and External Remedies

- A. In addition to this and other Policies, District employees and other persons visiting or doing business with the District are protected from discrimination and harassment, including sexual harassment, by New York State and federal law. There also may be applicable local laws.
- B. The New York State Human Rights Law prohibits discrimination in employment and public accommodations, including sexual harassment. Your rights can be enforced by a complaint filed with the New York State Division of Human Rights or by filing a complaint in the New York State Supreme Court.
1. You may learn more about your rights under the Human Rights Law by calling the Division's toll-free telephone number (888-392-3644) or visiting the Division's website (www.dhr.ny.gov). DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Contact the Division via TDD/TTY at 718-741-8300.
 2. Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.
 3. Call the DHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint or access a form at <https://dhr.ny.gov/complaint>. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.
 4. You may file a complaint with the Division within three years of the event you feel was harassment. You do not need a lawyer to file a complaint with the Division and there is no cost to do so. The Division will investigate your complaint and make a determination whether there is probable cause to believe sexual harassment occurred. Probable cause cases receive a public hearing before an administrative law judge. The Division will provide an attorney. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

POLICY

Draft 1/3/24
0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

5. An individual may not file with DHR if they have already filed a HRL complaint in state court.
- C. Federal laws, including Title VII of the Civil Rights Act of 1964, also prohibit discrimination in employment and public accommodation, including sexual harassment. Your rights can be enforced by filing a charge of discrimination with the United States Equal Employment Opportunity Commission (EEOC).
1. You may file a charge with the EEOC within three hundred (300) days of the most recent event you feel was harassment or discrimination. You do not need a lawyer to file a charge with the EEOC.
 2. An employee alleging discrimination at work can file a “Charge of Discrimination.” A form is available at <https://www.eeoc.gov/filing-charge-discrimination>
 3. The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at <https://www.eeoc.gov> or via email at info@eeoc.gov.
 4. The EEOC will investigate your charge. If it determines there is reasonable cause to believe that unlawful discrimination occurred, the EEOC will attempt to obtain a remedy on your behalf through a conciliation process. If that is not successful, the EEOC (or Department of Justice in some cases), will decide whether to file a lawsuit. If they decide not to sue, you will be given a Notice of Right to Sue permitting an employee to file a lawsuit in federal court.
 5. If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.
- D. You may start a lawsuit in the state Supreme Court within three years of the event you feel was harassment. You can start a lawsuit yourself (pro se), but it is recommended that you retain a lawyer who is familiar with court procedures.
- E. Many localities enforce laws protecting individuals from sexual harassment and discrimination. Contact the county, city, or town of residence to find out if such a law exists.
- F. Local Police Department: If the harassment involves unwanted physical touching or contact, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

POLICY

Draft 1/3/24
0015

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, AND
HARASSMENT AND BULLYING (INCLUDING SEXUAL HARASSMENT)

New York Union Free School District

Legal Ref: ~~Title IX, Education Amendments of 1972 (20 USC 1681, 45 CFR Part 86); Section §504, Rehabilitation Act of 1973 (29 USC 794, 45 CFR Part 84); 28 CFR 35.107(b), 34 CFR 104.7(b), 106.8(b), 106.9; NYS Human Rights Law, (Article 15, NYS Executive Laws); 8 NYCRR 100.4, 135.4, 141.1 and 200; Civil Rights Act of 1964, Title VI and VII (42 USC 2000d and 2000e); New York State~~ NYS Education Law, Article 2-A and §§3201 and 3201-a; Americans with Disabilities Act of 1990 (42 USC 12101-12213, 29 CFR Part 1630); Age Discrimination in Employment Act (29 USC 621-634); EEOC guidelines (29 CFR Part 1609.1 and 1609.2); and NYS Labor Law §201-g.

Cross Ref: Title IX Grievance Process (Section 0000); 1030, Code of Conduct; 6010, Prohibition of Sexual Harassment in Employment; and 6404, Rights of Nursing Employees Policy

Adopted: 11/02/93, 01/19/99

Revised: 02/05/02, 11/04/03, 03/02/10, 08/14/12, 07/11/13, 11/03/15, 03/05/19, _____

**5.8 - Policy 0013 Title IX
Grievance Process (First Read)
a. Regulation 0013.1 (First Read)**

SUPPORT OPERATIONS

POLICY IS REQUIRED
WORKPLACE VIOLENCE PREVENTION POLICY

I. Statement of Policy

New York Mills Union Free School District (the District) is committed to the safety and security of our employees and to the goal of promoting the safety and well-being of all people in the workplace.

II. Definitions

A. Workplace is defined as any location away from an employee's domicile, permanent or temporary, where an employee performs any work-related duty in the course of their employment by an employer.

B. Workplace Violence is any physical assault or act of aggressive behavior occurring where a public employee performs any work-related duty in the course of their employment including but not limited to:

1. an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm;
2. intentional and wrongful physical contact with a person without their consent that entails some injury; or
3. stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

C. Authorized Employee Representative is an employee authorized by the employees or the designated representative of an employee organization recognized or certified to represent the employees pursuant to Article 14 of the Civil Service Law.

III. Workplace Risk Evaluation

A. The District and authorized employee representatives must conduct a workplace risk evaluation annually.

B. The evaluation shall be designed to determine the risks of workplace violence that employees could be exposed to and will be conducted to identify potential hazards related to workplace violence. This includes:

1. an analysis of relevant policies;

POLICY

Draft 1/3/24
5010

SUPPORT OPERATIONS

POLICY IS REQUIRED
WORKPLACE VIOLENCE PREVENTION POLICY

2. reviewing work practices and procedures that may have an impact on workplace violence;
3. evaluating the physical environment to assess any factors that may place employees at risk of workplace violence;
4. developing the Workplace Violence Prevention Program; and
5. reviewing workplace violence incident reports at least annually to identify trends in the types of incidents reported, if any, and reviewing the effectiveness of the mitigating actions taken.

IV. Workplace Violence Prevention Program

A written Workplace Violence Prevention Program shall be developed by the District and will explain how the Workplace Violence Prevention policy will be implemented and include details about the risks that were identified in the basic evaluation and describe how the employer will address those risks. The program will also include a system to report any incidents of workplace violence.

V. Reporting and Investigations

A. All employees are responsible for helping to create an environment of mutual respect and dignity for each other as well as for District students and visitors. All employees must follow all District policies, procedures and practices and assist in maintaining a safe and secure work environment.

B. The Workplace Violence Prevention Program Coordinator is:

Mary Facci
Executive Principal K-12
Administration
(315) 768-8124
mfacci@newyorkmills.org

C. All incidents of violence or threatening behavior will be responded to immediately upon notification. All staff are responsible for notifying the contact person designated above of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received.

VI. Remedial Measures When This Policy is Violated

Acts of violence against District employees in the workplace will be thoroughly investigated under this and any other applicable District policy, and appropriate action will be taken. This action may include but is not limited to counseling memorandum,

POLICY

Draft 1/3/24

5010

SUPPORT OPERATIONS

POLICY IS REQUIRED
WORKPLACE VIOLENCE PREVENTION POLICY

discipline, termination, and/or involving law enforcement authorities when warranted.

VII. Documentation

All incident reports must be retained for five (5) years following the end of the calendar year that the report was made.

VIII. Training

All employees, and all new hires, will participate in annual Workplace Violence Prevention Training Program. Training will include, but not be limited to, the risk factors identified and what employees can do to protect themselves.

IX. Implementation

The Superintendent or designee shall be responsible for creating, maintaining, and implementing a Workplace Violence Prevention Program and any Superintendent Regulations, procedures, or forms necessary to comply with New York State Labor Law §27-b.

X. Notification and Posting

This Policy shall be posted where notices to employees are normally posted.

New York Mills Union Free School District

Legal Ref: NYS Labor Law §27-g

Cross Ref: 5001, District-Wide Safety Plan Policy

Adopted: _____

Regulation

Draft 1/3/24
5010.1

SUPPORT OPERATIONS

WORKPLACE VIOLENCE INCIDENT REPORT

1. Date of Incident: _____
2. Time of day when the incident occurred: _____
3. District location where incident occurred: _____
4. Provide a detailed description of the incident below.

Description to include the following:

- Name of employee reporting the incident (unless a "privacy concern case");
- Names and job titles of involved employees;
- Name or other identifier of other individuals involved;
- Nature and extent of injuries arising from the incident;
- Names of witnesses; and
- Events leading up to the incident and how the incident ended.

Note: If the case is a 'privacy concern case,' remove the name of the employee who was the victim of the workplace violence and enter "**PRIVACY CONCERN CASE**" in the space normally used for the employee's name. Privacy concern cases include cases involving:

- Injury or illness to an intimate body part or the reproductive system;
- Injury or illness resulting from a sexual assault;
- Mental illness;
- HIV infection;
- Needle stick injuries and cuts from sharp objects that are or may be contaminated with another person's blood or other potentially infectious material; and
- Other injuries or illnesses, if the employee independently and voluntarily requests that his or her name not be entered on the report.

New York Mills Union Free School District

Legal Ref: DOL Workplace Violence Prevention – Appendix 5¹

Approved by the Superintendent: _____

¹ [New York State Department of Labor Workplace Violence Prevention for Public Employers – Appendix 5](#)

Regulation

Draft 2/1/24
0013.1

GENERAL COMMITMENTS

TITLE IX GRIEVANCE PROCESS

I. Introduction

This Regulation addresses the specific process to be completed upon the filing of a formal complaint by an individual or individuals, under New York Union Free School District (the District) policy “Title IX Grievance Process” and its related requirements.

II. Complaint and Complaint Form

- A. A complaint may be submitted at any time in person, via email, or by mail.
- B. If a student or staff person makes a verbal complaint, the person receiving the complaint is responsible for reporting in writing their conversation and other available information to the Title IX Coordinator (“Coordinator”). If the verbal report is made to the Coordinator, they shall write the report out and ask the person who provided the information to review, sign, and date the written report.
- C. The Coordinator shall make sure that complaint forms are available online and in each school building, and their availability is known to those who may need to use them. The use of these forms is encouraged, but not required.
- D. If the report is about conduct by the Coordinator, the report may be made to the Superintendent.
- E. The Coordinator shall review this policy and the complaint. The options available are:
 - 1. Dismissal, if the allegations, if provable, would not meet the definition of prohibited harassment under Title IX.
 - 2. Engage in an Informal Resolution (IR) process with the parties, if they have made a request in writing to do so. The IR process is not available for matters involving a student(s) and employee(s).
 - 3. Conduct fact-finding pursuant to this Policy and any associated Regulations, and after the investigation is complete, dismiss the matter should the findings not meet the definition of prohibited harassment under Title IX.
 - 4. Conduct fact-finding pursuant to this Policy and any associated Regulations, complete the Report, or review the Report from the Investigator if a third-party was designated, and provide the final Report to the Decision-Maker.

III. Initial Meeting

GENERAL COMMITMENTS

TITLE IX GRIEVANCE PROCESS

- A. Upon the referral of a complaint the Coordinator shall:
1. Meet with the Complainant and provide notice of their rights and the ability to pursue this as a Title IX complaint, as well as any other applicable policies that may be available based on the allegations of the complaint. The Complainant will be offered supportive measures.
 2. If the matter was a verbal referral, have the person write down the complaint, sign, and date it. If the person refuses to submit a formal, written complaint and pursue a Title IX process, the matter will be dismissed by the Coordinator, but may be referred for investigation or discipline under a different, applicable Board of Education policy.
 3. The Coordinator will meet with the Respondent and provide the Respondent with a Notice of Rights and a copy of the complaint. The Respondent will be offered supportive measures.
 4. Both parties are entitled to have an advisor of their choice during all phases of the Title IX process, including the initial meeting with the Coordinator.
 5. Supportive measures are available to the Complainant, whether or not they choose to move forward with the Title IX process.

IV. Supportive Measures

- A. Supportive measures are to be non-disciplinary and non-punitive, offered as appropriate, and as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a formal complaint or where no formal complaint has been filed.
- B. Supportive measures are meant to restore or preserve equal access to the education program or activity without unreasonably burdening the other party.
- C. Any supportive measures provided to the Complainant or Respondent must remain confidential, unless maintaining such confidentiality would impair the District's ability to provide supportive measures.
- D. The Coordinator is responsible for coordinating the effective implementation of supportive measures.

V. Dismissal

- A. The complaint shall be dismissed for purposes of Title IX, only, if:
1. the alleged conduct in the formal complaint would not constitute sexual harassment as defined in § 106.30 of Title IX, even if proved;

GENERAL COMMITMENTS

TITLE IX GRIEVANCE PROCESS

2. the alleged conduct did not occur in the recipient's education program or activity;
3. or, the alleged conduct did not occur against a person in the United States.

B. Dismissal under Title IX and this Policy does not preclude the District from taking action under another policy or the Code of Conduct.

VI. Informal Resolution

- A. At any time prior to a written determination being made, the District may facilitate an Informal Resolution (IR) between the parties.
- B. Procedures of the IR process must be provided to the parties in writing and must include notice that:
 1. at any time prior to agreeing to a resolution, any party has the right to withdraw from the IR process and resume the grievance process with respect to the formal complaint;
 2. if a resolution is reached, the parties will be precluded from resuming the formal complaint process arising from the same allegations;
 3. the District/BOCES obtains the parties' voluntary, written consent to the IR process; and
 4. the IR process is not available to resolve allegations that an employee sexually harassed a student.
- C. Parties are not required to go through the IR process and engaging in the IR process cannot be made a condition of employment, enrollment, continued employment, or continued enrollment.

VII. Fact Finding

- A. Upon receiving a written complaint, the Coordinator shall log the report, acknowledge in writing or email its receipt, and conduct a fact-finding inquiry designed to determine whether, under a [preponderance of the evidence](#) standard, the allegations in the complaint are true.
- B. The Coordinator may lead the investigation, or designate a third-party as the Investigator. Any designated third-party must have undergone annual Title IX training.
- C. The fact-finding inquiry should begin promptly after receiving the complaint, and be pursued with sufficient diligence to reach a conclusion within thirty (30) days after receipt of a written report, unless good cause exists. If an extension of time is needed, the Complainant and Respondent will be promptly notified of the delay

GENERAL COMMITMENTS

TITLE IX GRIEVANCE PROCESS

in writing or via email. Good cause for delay may include, but are not limited to: the absence of a party; the absence of a party's advisor; the absence of a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities;

- D. Each person interviewed shall be reminded that they are protected by the non-retaliation provision of this Policy, and that they are bound by that provision.
- E. The inquiry should determine with as much detail as possible the sequence in which events occurred, the identity of each person involved and their respective roles, and the exact words spoken by each participant.
- F. The inquiry shall include an opportunity for any person who has been identified as possibly violating this Policy to respond to each assertion made against them.
- G. The Investigator shall evaluate all relevant evidence - including both inculpatory and exculpatory evidence – objectively. Credibility determinations may not be based on a person's status as a Complainant, Respondent, or Witness.
- H. Interviews shall be scheduled and conducted in compliance with applicable provisions of New York law and collective bargaining agreements.

VIII. Report

- A. The Investigator shall prepare a written fact-finding report describing what investigation was done, fairly summarize relevant evidence, report what conclusions have been drawn about what happened, and a recommendation regarding whether the conduct violated the District's Policy under Title IX, and, if it did, what corrective action should be taken.
- B. Before completion of the Report, both parties, and their advisors, if any, shall have an opportunity to review the Report, and any evidence subject to inspection and review.
- C. The parties shall have at least ten (10) days to submit a written response if they so choose, which the Investigator will consider prior to completing the Report, and submitting it to the Coordinator, or if the Coordinator is the Investigator, to the Decision-Maker.

IX. Decision-Maker and Determination

- A. The Decision-Maker cannot be the Coordinator, or the designated Investigator.

GENERAL COMMITMENTS

TITLE IX GRIEVANCE PROCESS

- B. The Decision-Maker must complete annual training.
- C. Both parties shall be provided a written determination with the findings of the Decision-Maker, including any remedial or corrective action being taken by the District.
- D. The written determination must include:
 - 1. Identification of the allegations potentially constituting sexual harassment as defined in §106.30;
 - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
 - 3. Findings of fact supporting the determination;
 - 4. Conclusions regarding the application of the recipient's code of conduct to the facts;
 - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the Complainant; and
 - 6. The procedures and permissible bases for the Complainant and Respondent to appeal.
- X. Notice of Possible Remedial Measures When This Policy is Violated
 - A. If an employee is found to have engaged in conduct prohibited under Title IX against another person (whether a District employee, District student, or member of the public) in the course of their employment they will be subject to discipline, up to and including termination. Such decisions will be made and implemented in accordance with other District policies (e.g. the Code of Conduct), applicable state and federal laws, and applicable collective bargaining agreements.
 - B. If a student is found to have engaged in conduct prohibited under Title IX against another person (whether a District employee, District student, or member of the public) while participating in a school activity or on school property, they will be subject to discipline. Such decisions will be made and implemented in accordance with other District policies (e.g. the Code of Conduct), the New York State Education Law, and any other applicable statutes.
 - C. If any other person is found to have engaged in prohibited harassment or discrimination against another person (whether a District employee, District

REGULATION

Draft 2/1/24
0013.1

GENERAL COMMITMENTS

TITLE IX GRIEVANCE PROCESS

student, or member of the public) while participating in a school activity or on school property they may have their future access to school activities limited, as deemed appropriate under the circumstances.

- D. Any other lawful measures may be taken if so determined by the Decision-Maker in their written determination.

XI. Right to Appeal

- A. The Coordinator must notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.
- B. The person to whom appeals are submitted cannot be the Coordinator, a designated Investigator, or the Decision-Maker.
- C. The person reviewing written determinations on appeal must complete annual training.
- D. The appeal of the decision must be for one of the following reasons:
 - 1. Procedural irregularity that affected the outcome of the matter;
 - 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
 - 3. The Coordinator, investigator(s), or Decision-Maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.
- E. Both parties must be given a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- F. The decision on appeal must be issued to both parties describing the result and the rationale for the result.

New York Mills Union Free School District

Legal Ref: Title IX, Education Amendments of 1972 (20 USC 1681, 45 CFR Part 86), as amended

Approved by the Superintendent: _____

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	
		BOCES							OUTSIDE PLACEMENT BOCES at Middle							Total					
Grade	NYM	New Visions	CTE AM	CTE PM		MSA	PTECH	grade	UCP	HGS	Settlement	NH	Sauquoit	Waterville	Tutored	Special Ed.	grade	Notre Dame	UAS	Homeschooled	
K	39							K			1		1			2	K			1	
1	50							1					2			2	1			3	
2	39							2	1							1	2			1	
3	36							3	1		1					2	3		2	1	
4	41							4						2		2	4	1			
5	48							5	1		1					2	5	3		2	
6	59							6			1					2	6			1	
Total	312							Total	3	4	4	4	2	2	13	Total	4	3	9		
7	57							7	2		1		2			5	7				
8	37							8			1					1	8	1			
9	44						3	9			3		1			4	9				
10	36			3			5	10			2			1		3	10			1	
11	38			13		1	1	11		1	3					4	11	1		3	
12	40		15	2		1		12			2	1				3	12			1	
Total	252		15	18		2	9	Total	2	1	12	1	3	1	20	Total	2	5			
Total	564					2	9	Total	5	1	16	1	7	3	33	Grand Total	6	3	14		
Column C,D,E are included in Column B				Columns J,K,L,M,N,O,P total column Q																	
*Louis Wright transferring soon to UCSD 1st grade SPED																					
1/26/2024																					
	July 23	Aug 23	Sept 23	Oct 23	Nov. 23	Dec.23	Jan.24	Feb.2													
K	30	32	38	38	38	38	38	39													
1	48	47	49	49	49	50	49	50													
2	37	36	39	39	39	40	39	39													
3	36	36	37	37	37	37	36	36													
4	45	45	43	42	42	41	41	41													
5	48	47	51	51	51	51	49	48													
6	58	58	58	61	61	60	59	59													
Elem	302	301	315	317	317	317	311	312													
7	49	48	54	54	56	56	56	57													
8	39	39	40	37	37	37	37	37													
9	45	47	44	42	42	45	43	44													
10	37	36	37	36	36	36	36	36													
11	40	40	41	40	39	39	39	38													
12	41	41	43	41	41	41	41	40													
Sec																					
Total	251	251	259	250	251	254	252	252													
This is 2023-24 enrollment																					
Grand Total	553 6/29	552 7/25	574 9/5	567 9/26	568 10/31	571 11/27	563 1/2	564 1/26													
BOCES: Career Tech: Special Education																					
										AM: 15 PM: 18 MSA: 2 PTECH: 9											
										Elem: 13 Sec: 20											