



BOARD OF EDUCATION MEETING AGENDA
July 9, 2024 (Re-Organizational Meeting)
5:30 PM - NEW YORK MILLS UFSD LIBRARY

- Steve King
- Kristin Hubley
- Sara DeFazio
- Jacqueline Edwards
- Jeremy Fennell
- Robert Mahardy, Jr.
- Abbie Taylor

Agenda Item	Who	Information Distributed	Action	Notes
1. MEETING CALL TO ORDER	District Clerk		Procedural	
1.1 Pledge to the Flag			Procedural	
I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.				
1.2 Reading of the New York Mills UFSD Mission Statement.			Procedural	
Through combined efforts of the students, staff, parents and community members, our mission is to foster the confidence, knowledge, cognition, and character necessary to instill a strong work ethic, to create an environment of tolerance and respect, and to ignite an attitude of inquiry and enthusiasm for learning that will enable students to become productive, responsible citizens.				
1.3 Acceptance of Agenda		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
2. PRESENTATIONS AND COMMITTEE REPORTS				
2.1 Administer Oath to Superintendent	District Clerk		Information	
The Oath: "I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of School Superintendent according to the best of my ability."				
2.2 Oath of Board Members	District Clerk		Information	

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

2.3 Election of New President			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
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2.4 Election of New Vice President			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
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2.5 Annual Board Appointments			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
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- a. District Treasurer - Lisa Stamboly
- b. School Attorneys - Ferrara, Fiorenza PC
- c. Central Treasurer, Extra Activities Account – Kaylyn Clark
- d. Internal Claims Auditor - Christine Hurlbut

2.6 Board Sub-Committees			Information	
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- Policy Committee –
- Finance Committee
- Survey& Communications Committee –
- Transportation Committee –
- Health & Safety Committee –
- Facilities Committee –
- SBI Committee –

2.7 Action Consent items 2.8 through 2.14			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
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Action (Consent)
Our adopted rules of Parliamentary Procedure, Robert’s Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member. 2.8 through 2.14

2.8 External District Auditor				
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Appoint: Bonadio & Company, LLC

2.9 403b Service Providers				
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Renew: OMNI Group Service Agreement

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

2.11 Bond Council				
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Appoint: Timothy McGill

2.12 School Physician

Appoint: BOCES Physician Service

2.13 Lead Evaluators

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

2.14 Tax Collectors

Appoint Margaret Hardy, Whitestown and Oneida County, New Hartford

2.15 Action Consent items 2.16 through 2.27

Action

1st _____ 2nd _____ / Yes ___ No___ Abstain ___**Action (Consent)**

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

2.16 Authorization to Participate in the following Consortiums:

- a. Central New York School Employees Workers Compensation Plan
- b. Oneida-Herkimer-Madison Area Schools Property & Casualty Insurance Group
- c. Madison-Oneida-Herkimer Health Insurance Consortium
- d. Herkimer-Fulton-Hamilton-Otsego BOCES Disability Insurance Consortium

2.17 Sub-Committee on Special Education for K-12 School:

Mary Facci and O-H-M BOCES Special Education Chairperson
 Special Education Teacher
 Child's Guidance Counselor
 Parent Member
 Child's Special Education and/or Regular Education Teacher(s)
 BOCES/School Social Worker
 BOCES School Psychologist

2.18 Committee on Special Education:

Mary Facci and O-H-M BOCES Special Education Chairperson
 Special Education Teacher
 BOCES School Psychologist
 BOCES/School Social Worker
 Parent Member
 BOCES School Physician Service
 Child's Guidance Counselor
 Child's Special Education and Regular Education Teacher(s)

2.19 Committee on Special Education for Pre-School Education:

Mary Facci and O-H-M BOCES Special Education Chairperson
 Special Education Teacher

BOCES School Psychologist
BOCES/School Social Worker
Parent Member
BOCES School Physician Service
Preschool Teacher
Special Education Teacher of the child

2.20 District Specific List for Impartial Hearing Officers:

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

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

2.22 Community/School Organizations:

Parent Teacher Student Organization
Marauder Athletic Booster Club
School District Foundation

2.23 Annual Board Designations:

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

2.24 Annual Authorization:

- a. Certification of Payroll - Superintendent of Schools
- b. Establishment of K-12 Petty Cash Fund - \$300 Kaylyn Clark, custodian
- c. Purchasing Agent - Lisa Stamboly, School Treasurer
- d. Superintendent or his/her designee be authorized to make transfers of appropriations within the budget of each program or service per board policy
- e. Authorization for participation and payment of dues: School Boards Institute, Association of School Business Organization, New York State Council of School Superintendents and Rural Schools Association.
- f. Superintendent Conference Approval (local, state, and national)
- g. Mileage reimbursement rate: IRS reimbursement rate
- h. Staff/Curriculum Development: \$25 per hour and Tutorial and Home Bound Instruction \$28 per hour
- i. Ticket Taker/Scanner \$20/hour, Clock/Timer: \$35/Game, Announcer: \$35/game Site Supervisor: \$35/hour, Shot Clock or Scorebook: \$35/game, Event Staff/Security: \$25/hour, Athletic Trainer:\$35/hour. (Please see Section III Event Voucher for Section III Rates).
- j Records Retention Officer - Superintendent's Secretary
- k. Records Access Officer – District Clerk
- l. Asbestos LEA Designee – Custodial Supervisor
- m. Civil Rights, Title IX, ADA Coordinator and Sexual Harassment Compliance Officer - Superintendent of Schools or Designee
- n. Dignity Act Coordinators - Mary Facci, Executive Principal K-12

- o. Pesticide Application for Emergencies – Custodial Supervisor
- p. Data Privacy Officer - Superintendent of Schools

2.25 Bonds:

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

2.26 2024-2025 Tuition Rate:

100% of the State Education Department Formula (currently estimated K-6 - \$6,698.00; 7-12 - \$14,707.00 subject to change in November.)

2.27 Day and Time of Monthly Meeting:

BOARD OF EDUCATION
MEETING DATES 2024-2025
Tuesday, July 9, 2024 (Reorganizational Meeting for 2024-25) (5:30pm)
Tuesday, August 6, 2024
Tuesday, September 10, 2024
Tuesday, October 1, 2024
Tuesday, November 5, 2024
Tuesday, December 3, 2024
Tuesday, January 7, 2025
Tuesday, February 4, 2025
Tuesday, March 4, 2025 – Budget Workshop #1
Tuesday, March 18, 2025 – Budget Workshop #2 (if needed)
Tuesday, April 1, 2025 Adopt Budget for Vote
Tuesday, April 29, 2025 (Vote on BOCES Admin Budget)
Tuesday, May 6, 2025 - Public Budget Hearing (5:30pm)
Tuesday, May 20, 2025 (Budget Vote and BOE Election) (12:00pm – 8:00pm)
Tuesday, June 3, 2025
All meetings begin at 6:00 p.m. unless otherwise noted

(2025-26 Re-Organization Meeting scheduled for the 2nd Tuesday, of the month of July)

2.28 Re-adopt Board Policies and Code of Ethics

Action

1st _____ 2nd _____ / Yes ___ No___ Abstain ___

2.29 Career & Technical Education Advisory Council			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
BOCES Council				
2.30 BOCES Cooperative Bids			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
Authorization for Participation Therein				
2.31 Mass Care Facility Usage			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
Authorization for Superintendent to Commit School District to a. Army Reserve b. American Red Cross				
2.32 Resolution to Approve Substitute Rates		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
3. CONSENT AGENDA				
3.1 Approval of 3.2 through 3.4		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
3.2 Business Office Reports		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
3.2a Budget Transfers		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	June 4, 2024	Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
4. OLD BUSINESS				
5. NEW BUSINESS				
5.1 Personnel Report		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___

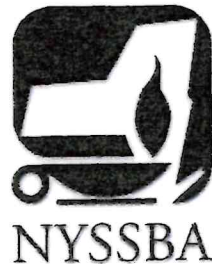
5.2 Resolution – Education Law 2-d OPT-IN Contract for the 2024-2025 School Year between Erie 1 BOCES and New York Mills UFSD		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.3 Resolution – Contract for the 2024-2025 School Year between Upstate Cerebral Palsy and New York Mills UFSD		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.4 Approval of the Audiology Contract for the 2024-2025 School Year between Citi BOCES and New York Mills UFSD		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.5 Approval of the Contract between Industrial Appraisal Company and New York Mills UFSD		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.6 Approval of Contract for the ABA Assessment, Service and Training Agreement between Kelberman Inc and New York Mills UFSD		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.7 Resolution – Approval AS-7 Contract for the 2024-2025 School Year between Oneida-Herkimer-Madison BOCES and New York Mills UFSD		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.8 Resolution – Approval of the Contracted Service Agreement with R. G. Timbs, Inc. Financial Advisor Services for the 2024-2025 School Year		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.9 Resolution – Approval AIA Document B101 – 2017 Standard Form Agreement between Teitsch-Kent-Fay Architects, PC and New York Mills UFSD		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___

5.10 Non-Resident/Non-Tuition Students		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.11 Authorization for Approval of the 2024 – 2025 NYMUFSD District-wide School Safety Plan		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.12 Authorization for Approval of the District Code of Conduct for the 2024-2025 School Year		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.13 Excise List for Bid/Sale or Disposal Library Books		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
6. K-12 REPORTS				
6.1 Executive Principal K-12	M. Facci		Information	
6.2 Interim Principal K-12	D. DiSpirito		Information	
7. SUPERINTENDENT’S REPORT				
7.1 Enrollment Update	M. LaGase	Yes	Information	
7.2 Superintendent’s Update	M. LaGase		Information	
8. COMMUNICATIONS				
8.1 From the Floor -	District Clerk	Yes	Information	
Persons wishing to speak should first be recognized by the President, then identify themselves, any organization they may be representing at the meeting, and the agenda topic or other matter of public concern about our schools that they wish to discuss. Topics must be addressed one at a time with each individual's comments limited to three (3) minutes for a total of twelve (12) minutes designated for the public comment agenda item.				
8.2 Board Discussion	BOE		Discussion	
9. EXECUTIVE SESSION - (If Needed)	BOE		Time: _____	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___

9.1 Return to General Session	BOE		Time: _____	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
10. ADJOURNMENT				
10.1 Adjournment			Time: _____	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
<p>**§105. Conduct of executive sessions.</p> <p>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:</p> <p>a. matters which will imperil the public safety if disclosed;</p> <p>b. any matter which may disclose the identity of a law enforcement agent or informer;</p> <p>c. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;</p> <p>d. discussions regarding proposed, pending or current litigation;</p> <p>e. collective negotiations pursuant to article fourteen of the civil service law;</p> <p>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;</p> <p>g. the preparation, grading or administration of examinations; and</p> <p>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.</p> <p>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.</p>				

**SCHOOL DISTRICT OBLIGATIONS
UNDER THE OPEN MEETINGS LAW:
FACT AND FICTION**

NYS School Boards Association



**Presented by
Kimberly A. Fanniff
Senior Staff Counsel**

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**CORPORATE IDENTITY AND LEGAL AUTHORITY
OF A SCHOOL BOARD**

Legal Status of a School Board

1. A school board is a *corporate body* that oversees and manages a public school district's affairs, personnel and properties (§§ 1601, 1603, 1701, 2502(1), 2551).
2. As a corporate body, a school board is a legal entity that has an existence distinct and apart from its members. As such, it has the capacity for continuous existence without regard to changes in its membership. In general, the legality of a school board's contracts, policies and resolutions do not depend on its individual members.

Internal Structure of a School Board

1. A school board is composed of members who are elected by the residents of the school district that the board oversees, except in some city school districts where board members are appointed by the city's mayor.

Not more than one member of a family sharing the same household may be a member of the same school board in any school district (Educ. Law § 2013 (3); *Matter of Rosenstock*, 40 N.Y.2d 563 (1976); Opn. Atty. Gen., 48 St. Dep't Rep. 779 (1933); Opn. Atty. Gen., 48 St. Dep't Rep. 132 (1933)).
2. Members of a school board elect one of their own as president at the board's annual organizational meeting (§ 1701).
3. At its discretion, a school board may provide for the election of a vice president, who exercises the duties of the president in case of the president's absence or disability. If the office of school board president becomes vacant, the vice president acts as president until a new president is elected (§ 1701).

Legal Authority of a School Board

1. The purpose and authority of a school board are found in New York's Education Law and other state laws applicable to municipal corporations and public officers.
2. "A board of education has no inherent powers and possesses only those powers expressly delegated by statute or necessarily and reasonably implied there from" (*Appeal of McKenna*, 42 Ed. Dept. Rep. 54 (2002); *Appeal of Rosenkranz*, 37 Ed. Dept. Rep. 330 (1998); *Appeal of Bode*, 33 Ed. Dept. Rep. 260 (1993)).
3. As a corporate body, a school board must transact business by adopting resolutions or motions at a duly convened meeting.
 - a. A duly convened meeting requires that a quorum of the board be present at the meeting. A majority of the board (more than half) constitutes a quorum (Gen. Constr. Law § 41). For example, three members in a five member board

constitute a quorum of that board, and four members constitute a quorum in a seven member board.

- b. A school board's resolutions and motions must be duly adopted by a majority of the whole board, not simply a majority of those board members present (Gen. Constr. Law § 41; *Matter of Coughlan v. Cowan*, 21 Misc.2d 667 (1959); *Appeal of Instone-Noonan*, 39 Ed. Dept. Rep. 413 (1999); *Matter of Ascher*, 12 Ed. Dept. Rep. 97 (1972); Opn. Of Counsel #70, 1 Ed. Dept. Rep. 770 (1952); see also *Appeal of Greenwald*, 31 Ed. Dept. Rep. 12 (1991)). For example, if a board has five members and three are present at a meeting, all three would have to vote in favor of a resolution for it to pass; a two-to-one vote would not be sufficient.

However, under certain circumstances (as set forth by statute), a supermajority, rather than a majority, of the board is required for the following types of action:

- (1) employing or appointing to tenure a teacher who is a relative of a school board member either by blood or marriage (2/3 vote required) (N.Y. Educ. Law § 3016(1); Opn. State Comp. 80-34; see also *Appeal of Gmelch*, 32 Ed. Dep't Rep. 167 (1992)).
 - (2) determining that standardization on a particular type of equipment or supplies is in the best interest of the district (3/5 vote required) (Gen. Mun. Law §103(5)).
 - (3) discontinuing a designated textbook within five years of adoption (3/4 vote required) (N.Y. Educ. Law § 702).
 - (4) placing a proposition before the voters for an object or purpose for which bonds may be issued, such as a capital project (3/5 vote required) (Local Fin. Law §33.00).
Note: This would be the case where bond counsel requires that the board approve the bond resolution prior to going to the voters for approval of the capital project. Otherwise a majority vote would be sufficient.
 - (5) employing a school board member as school physician (2/3 vote required) (Gen. Mun. Law §802(1)(i)).
 - (6) making an emergency expenditure from the district's Repair Reserve Fund (2/3 vote required) (Gen. Mun. Law §6-d(2)).
- c. School board meetings must be conducted in accordance with the requirements of the Open Meetings Law (Pub. Off. Law § 103 *et. seq.*; see also, N.Y. Educ. Law § 1708).

Legal Authority of Individual School Board Members

1. Individual school board members have no inherent powers by reason of holding office (see Gen. Constr. Law § 41; *Coughlan v. Cowan*, 21 Misc.2d 667 (1959); *Appeal of Silano*, 33 Ed. Dept. Rep. 20 (1993); *Matter of Bruno*, 4 Ed. Dept. Rep. 14 (1964)).
2. Absent a specific delegation of authority by the school board to act as the representative of the board for a particular purpose, individual board members have no greater rights or authority than any other qualified voter of the district (*Id.*).

For example, individual school board members have the same right as parents or district residents to visit the schools in accordance with the procedures that apply to the public in general. They need board authorization to enter schools for official purposes, such as for building inspection or interviewing staff (*Appeal of Silano*, *Matter of Bruno*).

Individual school board members have no inherent individual authority either to direct a supervisor to give overtime work to employees. Such an act can be grounds for removal from the school board (*Appeal of Balen*, 40 Ed. Dept. Rep. 479 (2001)).

3. School board members have a right to express their own personal views on school district issues, including the school budget and other propositions. However, school board members who wish to express their personal opinions about issues before the voters must:
 - a. Clearly distinguish their personal views from those of the board they represent. For example, when writing a letter to the editor of a newspaper in support of a voter proposition, school board members must be sure to explicitly state that the letter expresses their personal views (*Appeal of Wallace*, 46 Ed. Dept. Rep. 347 (2007)).
 - b. Not use district funds, facilities or channels of communication to encourage voters to vote in support or against the school budget or any proposition (*Appeal of Johnson*, 45 Ed. Dept. Rep. 469 (2006); *Appeal of Goldin*, 40 Ed. Dept. Rep. 628 (2001); see also *Appeal of Grant*, 42 Ed. Dept. Rep. 184 (2002); *Appeal of Allen*, 39 Ed. Dept. Rep. 523 (2000)).
4. Individual school board members are empowered to call a special meeting of the school board pursuant to Education Law §1606. Any meeting called by an individual school board member must comply with the provisions of the Open Meetings law.

BOARD MEETINGS IN GENERAL

Types and Frequency of School Board Meetings

School board meetings fall into three categories:

1. The annual organizational/re-organizational meeting.
 - a. This is meeting where the board elects and appoints its officers and committees for the coming year and board members take or renew their oaths of office.
 - (1) They also often appoint other personnel, such as the internal auditor, school attorney, records access officer, and records management officer, and designate depositories for district funds and newspapers for required notices (Educ. Law §§ 1701, 2502 (9)(o)).
 - (2) In small city school districts, the board also must set the dates and times for its regular school board meetings (Educ. Law § 2504(2)).
 - b. The date when the annual organizational/reorganizational meeting is held depends on the type of district.
 - (1) Except as otherwise provided by law, union free and central school districts generally must hold this meeting on the first Tuesday in July (Educ. Law § 1707).
 - (2) Small city school districts must hold it during the first week of July (Educ. Law §§ 2504 (1), 2502 (9)(o), 2502 (9-a)(o)).
 - (3) Large city school districts must hold it on the second Tuesday in May (Educ. Law §§ 2563 (1), 2553 (9)(f), 2553 (10)(o)).
 - (4) Central high school districts in Nassau County must hold it on the second Tuesday in July (Educ. Law § 1904).
2. Regular meetings.
 - a. These are the regularly scheduled business meetings held throughout the year.
 - b. The Education Law requires that school boards meet at least once each quarter (Educ. Law § 1708 (1)), although most meet at least once a month.

However, school boards in city districts are required to meet at least once a month, except in New York City (Educ. Law §§ 2504 (2), 2563 (2), 2590-b (1)(b), 2590-e (14)).

3. Special or emergency meetings.
 - a. These meetings are not regularly scheduled. They usually are held to conduct business that cannot wait until the next regularly scheduled meeting.
 - b. They may be called by any school board member (see *Matter of Felicio*, 19 Ed. Dep't Rep. 414 (1980), as long as at least 24 hour advance notice is given to the other board members (Educ. Law § 1606 (3); see also *Application of Bean*, 42 Ed. Dep't Rep. 171 (2002)).
 - c. Although it normally does, there is no requirement that the notice of a special meeting state a proposed agenda (*Matter of Neversink*, 10 Ed. Dep't Rep. 203 (1971); see also *Exmoor House, LLC v. Vil. of Millbrook Planning Bd.*, 82 AD3d 763 (2d Dep't 2011)).
 - d. Care must be taken that special board meetings do not usurp the place of regularly scheduled board meetings for the consideration of regular district business, in order to avoid a possible violation of the Open Meetings Law.
 - e. The notice provisions of the Open Meetings Law must be complied with when calling a special meeting.

Quorum Requirement

1. A quorum of the board is required to conduct a school board meeting and take official action (Gen. Constr. Law § 41)); NYS Department of State, Committee on Open Government OML-AO-4505, Oct 25, 2007).
2. A majority of the entire board, not simply of those present is required for the board to take official action (*Id.*; *Matter of Coughlan v. Cowan*, 21 Misc.2d 667 (1959); *Appeal of Instone-Noonan*, 39 Ed. Dept. Rep. 413 (1999); *Matter of Ascher*, 12 Ed. Dept. Rep. 97 (1972); Opn. of Counsel #70, 1 Ed. Dept. Rep. 770 (1952); see also *Appeal of Greenwald*, 31 Ed. Dept. Rep. 12 (1991)). Note instances where a super majority vote of the board is required was discussed earlier in this outline.
3. A board member's physical presence is required (NYS Department of State, Committee on Open Government, OML-AO-3025, May 1, 1999; see also OML-AO-2779, July 28, 1997; OML-AO-2480, March 27, 1995; *Town of Eastchester v. New York State Board of Real Property Services*, 23 A.D.3d 484 (2nd Dep't 2005)).
 - a. School board members may not vote by phone or mail (NYS Department of State, Committee on Open Government, OML-AO-4306, Dec. 18, 2006; see also OML-AO-2779, July 28, 1997; OML-AO-2480, March 27, 1995; *Town of Eastchester v. New York State Board of Real Property Services*, 23 A.D.3d 484 (2nd Dep't 2005)).

- b. School board members may not vote by e-mail because this method does not permit the public to “observe” the performance of board members’ public duties (NYS Department of State, Committee on Open Government OML-AO-4306, Dec. 18, 2006; see also *Town of Eastchester, supra.*)
 - c. Videoconferencing is permitted if the public notice of the meeting indicates that videoconferencing will be used, specifies the location(s) for the meeting, and states that the public may attend at any of the locations (Gen Const. Law §41; Pub. Off. Law §§ 102, 103, 104).
4. A series of phone calls or other communications between individual board members that result in a collective decision is not permissible (NYS Department of State, Committee on Open Government, OML-AO-3025, May 1, 1999; see also OML-AO-2779, July 28, 1997; OML-AO-2480, March 27, 1995; *Town of Eastchester v. New York State Board of Real Property Services*, 23 A.D.3d 484 (2nd Dep’t 2005)).

Neither is a series of e-mail communications that effectively results in the taking of official action (see, NYS Department of State, Committee on Open Government, “E-Mail: Food for Thought”).

Meeting Agendas

- 1. Although it is good business practice to have an agenda for school board meetings, an agenda is not specifically required (*Matter of Kramer*, 72 St. Dep’t Rep. 114 (1951); OML-AO-2750, April 30, 1997).
- 2. The procedures to be followed at school board meetings are left to the policies adopted by the board (*Id.*).

Meeting Minutes

- 1. Formal minutes shall be taken at all school board meetings (Pub. Off. Law § 106 (1)). The minutes must consist of a record or summary of:
 - a. all motions, proposals, resolutions, and other matters formally voted upon, and
 - b. the result of any vote (*Id.*).
 - c. Bare bones resolutions do not satisfy this requirement (*Mitzner v. Goshen Central School Dist. Bd. of Educ.*, (Sup. Ct, Orange County April 15, 1993); NYS Department of State, Committee on Open Government OML-AO-3472, June 18, 2002). Minutes which indicate that a recommendation was adopted or a contract amended without any information about the content or substance of such recommendation or contract would be inadequate (see NYS Department of State, Committee on Open Government OML-AO-5093 May 1, 2011).

For example, when extending a superintendent’s contract including a description of the specific contract amendments in the minutes will provide an

adequate description of the action taken (NYS Department of State, Committee on Open Government OML-AO-5153, Aug. 18, 2011). It is also recommended to attach a copy of the contract to the minutes to prevent any misunderstanding (*Id.*).

- d. Minutes need not constitute a verbatim transcript of everything said at a meeting, but they must meet the requirements of the Open Meetings Law. (NYS Department of State, Committee on Open Government OML-AO-3369, Sept. 25, 2001).
2. Records of votes must include the final vote of each board member on every matter voted on (Pub. Off. Law § 87(3)(a)). Although minutes do not have to include a verbatim account of everything said at a meeting (see above), a board may impose additional requirements by adopting a policy on minutes.
 - a. Secret ballots are not allowed for any purpose (*Smithson v. Illion Housing Auth.*, 130 A.D.2d 965 (4th Dep't 1988), *aff'd* 72 N.Y.2d 1034 (1988)); see also, *Perez v. City University of New York*, 5 N.Y.3d 522 (2005)), not even at a board's organizational/re-organizational meeting regarding the election of board President and Vice-President and other officers.
 - b. Records of the final votes of each member of the board may not be destroyed (Pub. Off. Law §§ 87 (3)(a), 106 (1)).
 3. School boards have limited authority to take action in executive session. Where they do have such authority, the minutes of the executive session only need to contain a record of any final determination, the date, and the vote. They do not need to contain any matter that would not be available to the public under the Freedom of Information Law (Pub. Off. Law § 106 (2); *Plattsburgh Pub. Co., Div. of Ottoway Newspapers, Inc. v. City of Plattsburgh*, 185 A.D.2d 518 (3rd Dep't 1992)). For example, when a board votes to initiate a disciplinary proceeding against a tenured teacher and there is no determination indicating misconduct yet, minutes reflective of the vote would not have to include reference to or identify the person because the Freedom on Information Law (FOIL) authorizes the withholding of records to the extent that disclosure would result in an unwarranted invasion of personal privacy such as unsubstantiated charges or allegations (NYS Department of State, Committee on Open Government OML-AO-5174 Sept. 7, 2011).

Public Access to Meeting Minutes

1. Minutes of school board meetings must be made available to the public within two weeks of the date of the meeting. Minutes recording action taken by formal vote at an executive session must be made available within one week (Pub. Off. Law § 106 (3)).
2. Minutes must be made available to the public even if they have not been approved by the board (NYS Department of State, Committee on Open Government FOIL-AO-8543, Nov. 17, 1994)).

3. Minutes can be marked "Draft" if necessary to allow the board to meet the two week publication deadline. (NYS Department of State, Committee on Open Government OML-AO-3799, May 19, 2004). It should be noted that nothing in either the Education Law or the Open Meetings Law requires a school board to approve meeting minutes. However, such an obligation may be imposed by policy.
4. Minutes taken at an executive session where no action was taken by formal vote are not available to the public (*Kline and Sons, Inc. v. County of Hamilton*, 235 A.D.3d 44 (3rd Dep't 1997)).

Amendment to Meeting Minutes

1. Minutes may be amended to clarify what actually occurred at a meeting, but not to reflect a change of mind which occurred after the meeting.
2. Minutes may be amended or corrected only upon the majority vote of a public body (NYS Department of State, Committee on Open Government OML-AO-4211, June 2, 2006).
3. When a motion is made to rescind or amend minutes previously adopted, the rescission or amendment should be included in the minutes of the meeting at which it is made (see *Robert's Rules of Order*, 10th Ed., §§ 34, 47).
4. Absent evidence of willful or intentional misconduct, unintentional errors in transcription between published board minutes and audio recordings of a meeting regarding the identity of a board member making a motion, or a summary of the board's discussion on a particular matter will not constitute grounds for removal by the commissioner of education (*Appeal of Lilker*, 40 Ed. Dep't Rep. 704 (2001)).

Public Participation at Board Meetings

1. School boards have authority to adopt rules and regulations for the maintenance of public order on school property. However, they may not automatically exclude members of the public from attending school board meetings (*Matter of John Goetschius v. Board of Educ. of Greenburg 11 UFSD*, 244 A.D.2d 552 (2nd Dep't 1997)).
2. The Open Meetings Law requires that public bodies such as school boards make reasonable efforts to hold meetings in rooms that can "adequately" accommodate members of the public who wish to attend (Pub. Off. Law § 103(d)). For example, if the school board anticipates that a particular item on the agenda will prompt greater public attendance at a board meeting than is typical, the board should consider whether the current meeting place can accommodate the anticipated extra attendees. If not, the board should choose another location where the attendance of extra members of the public may be accommodated and provide notice of the new location in accordance with law (See *Frigault v. Town of Richfield Planning Bd.*, 107 A.D.3d 1347 (3d Dep't

2013); NYS Department of State, Committee on Open Government, OML-AO-5118 June 23, 2011; OML-AO-5210 Dec. 2, 2011).

3. There is no statutory or regulatory requirement that school boards allow members of the public to speak at school board meetings (*Appeal of Wittenben*, 31 Ed. Dep't Rep. 375 (1992)), even though school board meetings must be open to the public (Educ. Law § 1708 (3); Pub. Off. Law § 103).

a. The commissioner of education encourages school boards to allow citizens to speak on matters under consideration, whenever possible (*Appeal of Wittenben*, 31 Ed. Dep't Rep. 375 (1992)). School boards may limit the time for a member of the public to speak (see *Matter of Kramer*, 27 St. Dep't Rep. 114 (1951)).

b. The commissioner also has indicated school boards do not have to allow non-residents to speak at board meetings, even when there is a board policy allowing district residents to speak (*Appeal of Martin*, 32 Ed. Dep't Rep. 381 (1992)).

The Committee on Open Government concurs with the commissioner that school boards are not required to allow members of the public to speak at board meetings in the first place, but cautions that if a school board permits public participation, it may not discriminate between residents and nonresidents (NYS Department of State, Committee on Open Government, OML-AO-4141, Feb. 24, 2006).

c. One court ruled that a board of education properly limited public discussion at a board meeting about a particular topic when the board made multiple other avenues of communication on the topic available, such as public comment at previous meetings, the opportunity to speak with district officials and sending the board letters and e-mails, and the board felt it had been made fully aware of the public's concerns about the topic (*Curley v. Philo*, 2009 WL 2152323 (N.D.N.Y. 2009)).

d. The presiding officer of a public body also has the ability to limit remarks from the public which are "repetitive" and "offensive". However, a public body cannot limit comments simply because they are negative or critical (NYS Department of State, Committee on Open Government, OML-AO-5296 June 12, 2012).

4. School boards may justifiably restrict the ability of members of the public speaking at their meetings from offering public commentary on matters involving privacy issues otherwise protected by law. That would be the case, for example, when a member of the public wants to engage in a discussion that potentially may disclose information about particular students, even when the disclosure would be made by someone other than a school official (NYS State Department of State, Committee on Open Government, OML-AO-3405, Feb. 8, 2002). Instead, the member of the public wishing to discuss such

a matter may meet with the board in private under the exemption to the Open Meetings Law that applies to matters made confidential by law (*Id.*)

5. School boards may also restrict the use of signs, banners and visual displays brought into a meeting by the public if such material obstructs the view of other attendees, violates the fire code or contains obscene language (NYS Department of State, Committee on Open Government, OML-AO-5296 June 12, 2012).

Public's Right to Record School Board Meetings

1. As a general rule, people attending a school board meeting have the right to audiotape the meeting. Courts have ruled that there is no justifiable basis for prohibiting the use of unobtrusive, hand-held tape-recording devices at school board meetings (*Mitchell v. Board of Educ. of Garden City UFSD*, 113 A.D.2d 924 (2d Dep't 1985); see also, *Matter of Peloquin v Arsenault*, 162 Misc.2d 306 (Sup. Ct. Franklin Cty. 1994)).
 - a. A school board bylaw or policy that prohibits the use of recording devices at board meetings violates public policy (*People v. Ystueta*, 99 Misc.2d 1105 (Sup. Ct. Suffolk Co. 1979); see also NYS Department of State, Committee on Open Government, OML-AO-3037, June 18, 1999).
 - b. Use of a tape recorder may not cause public inconvenience, annoyance or alarm, or disturb the meeting (see *Feldman v Town of Bethel*, 106 A.D.2d 695 (3d Dep't 1984)).
2. The Open Meetings Law was recently amended, effective April 1, 2011, to require that public bodies, including school boards, allow meetings to be photographed, broadcast, webcast or otherwise recorded and/or transmitted by audio or video means (Pub. Off. Law § 103(d)).
 - a. School boards may adopt reasonable rules governing the use of cameras and recording devices, but such rules must be written, conspicuously posted and provided to the public upon request (*id.*). The committee on open government adopted model rules regarding this new provision of law which are available on the committee's website at
http://www.dos.state.ny.us/coog/modelregs_photo_record_broadcast.html.
 - b. Prior to the adoption of this amendment to the Open Meetings Law, the general rule was that people attending board meetings had the right to videotape the meeting and school boards could not prohibit outright the use of cameras (*Csorny v. Shoreham Wading River CSD*, 305 A.D.2d 83 (2d Dep't 2003)). School boards were permitted to regulate the use of cameras to ensure interference with the meeting, but the interference must have been genuine, not based simply on board members' objections to appearing on television to fears of publicly airing comments at a public meeting (*id.*). In light of the amendment to the Open Meetings Law, this guidance is likely still relevant.

ISSUES CONCERNING THE OPEN MEETINGS LAW

Basic Legal Requirements

1. Because school boards are public bodies, the Open Meetings Law applies to them. Pursuant to that law, school board meetings of at least a quorum of the board that are conducted to discuss school district business must be open to the public (Pub. Off. Law § 103 *et seq.*) The Education Law contains a similar requirement (Educ. Law § 1708 (3)).
2. For purposes of the Open Meetings Law, school district business includes not only binding votes by a school board, but also to informal discussions and any activity preliminary to a vote or involving consideration of a matter that could be the subject of board action (Pub. Off. Law § 102; *Goodson Todman Enterprises, Ltd. v. Kingston Common Council*, 153 A.D.2d 103 (3rd Dep't 1990); but see *Hill v. Planning Bd. of Amherst*, 140 A.D.2d 967 (4th Dep't 1988)). This includes work sessions and planning meetings (*Orange Co. Publications, Div. of Ottoway Newspapers, Inc. v. Council of Newburgh*, 60 A.D.2d 409 (2nd Dep't 1978); NYS Department of State, Committee on Open Government OML-AO-4506, Oct. 30, 2007; OML-AO-3709, Nov. 20, 2003; OML-AO-2683, Dec. 11, 1996).
3. The public may be excluded only from properly convened executive sessions (Pub. Off. Law § 105 (2); see also Educ. Law § 1708 (3)), and other meetings expressly exempted under the law (Pub. Off. Law §§ 105(2), 108).
4. By definition, the Open Meetings Law does not apply to casual or chance encounters by school board members that are not intended to conduct business, but only so as long as the encounter does not become an informal conference or agenda session (*Orange County Publications, Div. of Ottoway Newspapers, Inc. v. Council of Newburgh*, 60 A.D.2d 409 (2nd Dep't 1978); see also NYS Department of State, Committee on Open Government, OML-AO-5201 Nov. 7, 2011).
5. The Open Meetings Law also does not apply to board developmental retreats, where no school district business is discussed (NYS Department of State, Committee on Open Government, OML-AO-1973, Sept. 13, 1991). For purposes of this exception, a retreat is when a public body "gathers for the purpose of gaining education, training, to develop or improve team building or communication skills, or to consider interpersonal relations" (NYS Department of State, Committee on Open Government, OML-AO-4762 (May 27, 2009); OML-AO-3709, Nov. 20, 2003). For example, a training session explaining the distinction between vision and mission and a process to address development of these statements would be proper for a retreat but the meeting where mission, vision or goals are actually developed involves the discussion of public business and must be open to the public (*id.*).
6. Board self-evaluation or assessment session may be subject to the Open Meetings Law depending on how the evaluation or assessment is structured. If the session is designed to focus on interpersonal relations and similar matters and no business of the board will

be discussed it will be exempt from the Open Meetings Law. However, if the evaluation/assessment instead focuses on board members' duties and authorities then it will be subject to the Open Meetings Law ((NYS Department of State, Committee on Open Government, OML-AO-4322 (Feb. 12, 2007); OML-AO-2294 (Dec. 22, 1993)).

Applicability of the Law to Board Committees

1. Meetings of a committee or subcommittee consisting solely of school board members that discusses or conducts public business are subject to the Open Meetings Law (Pub. Off. Law § 102; NYS Department of State, Committee on Open Government, OML-AO-2588, Mar. 28, 1996; OML-AO-2472, Feb. 23, 1995; see *Syracuse United Neighbors v. City of Syracuse*, 80 A.D.2d 984 (1981)).

In addition, according to the Committee on Open Government if a majority of a committee consisting solely of board members meets and is joined at the same table by board members who are not on the committee, to discuss school district business, the committee meeting then becomes a meeting of the board if those present constitute a quorum of the board (NYS Department of State, Committee on Open Government OML-AO-4057, Oct. 19, 2005). That would not be the case if the additional board members attended the committee meeting only as observers (*Id.*; see also NYS Department of State, Committee on Open Government OML-AO-3329 June 26, 2001).

2. Meetings of advisory committees that do not consist exclusively of school board members, and are created solely to advise and make recommendations to the board are not subject to the Open Meetings Law because they have no authority to take final action (NYS Department of State, Committee on Open Government, OML-AO-4232, July 21, 2006; see *Jae v. Board of Educ. of Pelham UFD*, 22 A.D.3d 581 (2nd Dep't 2005), *lv. to app. denied*, 6 N.Y.3d 714 (2006); *Goodson-Todman Enters., Ltd. v. Town of Milan*, 151 A.D.2d 642 (2nd Dep't 1989); *Poughkeepsie Newspapers v. Mayor's Intergovernmental Task Force*, 145 A.D.2d 65 (2nd Dep't 1989)).

An exception would exist if the core membership of the advisory group consists of board members. In such a case, the additional non board members who sit on the committee do not change the essential character of the entity- which is that of a public body subject to the Open Meetings Law. (NYS Department of State, Committee on Open Government, OML-AO-5068, Mar. 18, 2011; OML-AO- 4158, Mar. 15, 2006). Additionally, when the core of a committee consists of members of a school board and there is an equal or lesser number of other members, all of whom are district employees, the Committee on Open Government has opined that the Open Meetings Law would apply to such a committee (NYS Department of State, Committee on Open Government, OML-AO-5068, March 18, 2011).

3. District-wide shared-decision-making committees are subject to the Open Meetings Law because they perform a governmental function to the extent that school boards may not adopt a shared-decision-making plan without their collaboration and participation (NYS Department of State, Committee on Open Government, OML-AO-3329, June 26, 2001; OML-AO-2456, Jan. 31, 1995).

4. School-based shared-decision-making committees are subject to the Open Meetings Law depending on their responsibilities. That would be the case if:
 - a. a district's shared decision making plan provides them with decision making authority (NYS Department of State, Committee on Open Government, OML-AO-3329, June 26, 2001; OML-AO-3625, Jan. 17, 2001).
 - b. a school-based shared decision making committee has authority to make recommendations the school board must consider before taking action, even when the board does not have to follow its recommendations (NYS Department of State, Committee on Open Government OML-AO-3329, June 26, 2001).

(For additional guidance on whether a particular committee or group is subject to the Open Meetings Law, see *Perez v. City University of New York*, 5 N.Y.3d 522 (2005)).

Meeting Notice Requirements

1. Pursuant to the Open Meetings Law, school boards must give public notice of their meetings (Pub. Off. Law § 104 (1)). By comparison, the Education Law does not include a similar requirement (*Matter of Thomas*, 10 Ed. Dep't Rep. 108 (1971)).

The notice requirements are intended to ensure that all efforts are made to notify the public of the meeting. Failure to do so does not give effect to the Open Meetings Law's goal of ensuring public deliberation and vote (*Phillips v. County of Monroe*, 18 Misc.3d 1127(A) (N.Y. Sup. 2007))

2. For board meetings scheduled at least one week in advance, school boards must give notice of the time and place of any board meeting to the news media, and conspicuously post such notice in one or more designated public locations at least 72 hours before the meeting (Pub. Off. Law § 104 (1)).
3. For meetings scheduled less than a week in advance, notice of the time and place of the meeting must be given to the news media "to the extent practicable" and posted conspicuously a reasonable time before the meeting (Pub. Off. Law § 104 (2); *Previdi v. Hirsch*, 138 Misc.2d 436 (Sup. Ct. Westchester Co. 1988)).

Using the internet to post meeting notices and contacting various news media to alert the public of a meeting called with less than two days notice, were found to satisfy the notice requirement in a case where the record showed members of the public were present at the meeting and were permitted to comment on the subject of the meeting (*Phillips v. County of Monroe, supra*).

4. If the district has the ability to do so, it must conspicuously post notice of the time and place of board meetings on the district's website (Pub. Off. Law § 104(5)). According to the only court to interpret this statutory requirement, entities subject to the law "must comply with internet posting mandates of the Open Meetings Laws in as timely a manner, and as consistently, as possible" (*Matter of Rivers v. Young*, 26 Misc.3d 946

(Westchester Co. 2009)). In making this determination, the court relied upon the sponsor's memo for the amendment which stated "[websites] should be comprehensively updated and revised as frequently as possible (*Id.*, citing N.Y. Spons. Memo., 2009 A.B. 3169).

5. Under the Education Law, school board members must receive at least 24 hours notice of any board meeting (Educ. Law § 1606 (3); see also *Application of Bean*, 42 Ed. Dep't Rep. 171 (2000)).
 - a. A majority of the board cannot dispense with notice of a board meeting to other members. Furthermore, a good faith effort must be made to give actual notice of the meeting to each board member. Failure to do so may invalidate any action taken at the meeting (see *Matter of Colasuonna*, 22 Ed. Dep't Rep. 215 (1982)).
 - b. Individual board members may waive the 24 hour notice requirement in case of an emergency (*Id.*; *Matter of Carlson*, 11 Ed. Dep't Rep. 284 (1972)). Action taken at a board meeting for which a board member did not receive the required notice may be sustained if the board member signs an affidavit waiving the notice requirement (*Matter of Board of Educ. of UFSD No. 1 of the Town of Hume*, 29 St. Dep't Rep. 624 (1923)).
 - c. It is advisable that in situations where 24 hours notice cannot be given, each board member sign a waiver of notice to be entered in the minutes.
6. Boards of education should be careful to schedule meetings at a time when the public can attend. The scheduling of a meeting at 7:30 am in the morning was determined to be inappropriate because it does not facilitate attendance by the public (*Matter of Goetchius v. Board of Education*, Supreme Court, Westchester Co. New York Law Journal, Aug. 8, 1996; see also NYS Department of State, Committee on Open Government, OML-AO-5280 May 4, 2012).

Posting of Materials Requirements

1. While the notice requirements of the Open Meetings Law do not require the subject matter of a meeting to be included in the notice, the law does require school boards to make the documents scheduled to be discussed at a board meeting available upon request, to the extent practicable as determined by the school board, both prior to and at the meeting during which the records will be discussed. (Pub. Off. Law §103(e)).
 - a. The school district may charge a fee for the copies consistent with the rules under FOIL. Copying fees up to 25 cents per page, or other amount prescribed by law (such as fees for an hourly employee who is needed to prepare the requested record), may be charged for the actual of reproduction, excluding fixed overheads (Pub. Off. Law §87(1)(b)(iii), (c)).
2. Records which must be made available include:

- a. Records available pursuant to a Freedom of Information Law (FOIL) request
 - b. Any proposed resolution, law, rule, regulation, policy or any amendment thereto (Id.).
3. If a school district maintains a website which is regularly and routinely updated and utilizes a high speed connection, the records to be discussed at a board meeting must also be posted to the website prior to the meeting, to the extent practicable (Pub. Off. Law §103(e) see also NYS Department of State, Committee on Open Government OML-AO5282 May 4, 2012).
- a. A public body may not have to post records which are voluminous and come into a public body's possession shortly before a meeting due to the volume of materials and the effort needed to scan the papers in order to convert them to electronic format. However, if voluminous records are prepared and submitted electronically they would have to be posted to the website (Q&A on Disclosure of Records Scheduled to be Discussed during Open Meetings available at: <http://www.dos.ny.gov/coog/QA-2-12.html>).
 - i. If records are generated too close in time to the start of the public meeting to be posted on line it is recommended that the public body provide paper copies at the meeting (NYS Department of State, Committee on Open Government OML-AO-5235 Jan. 24, 2012).
 - b. Draft minutes are not required to be posted to the website unless they are scheduled to be discussed as opposed to merely being the subject of a motion (NYS Department of State, Committee on Open Government OML-AO-5241 Feb. 13, 2012).
4. FOIL specifically exempts certain records from mandatory disclosure. As such, any documents falling under one of those categories that the board is scheduled to discuss would not be disclosed pursuant to Public Officers Law §§87(2); 103(e). Note that some documents may only be partially exempt such that the portion of the document would be redacted but the rest of the document must be available.
5. Records which will be discussed as part of an executive session and items on a consent agenda need not be posted or shared. (*Q&A on Disclosure of Records Scheduled to be Discussed during Open Meetings*).
6. A draft policy which is scheduled to be discussed by the board must be disclosed.

To the extent that a draft document is not a proposed policy, resolution, law or rule but is scheduled to be discussed during an open meeting, portions of the material may be subject to disclosure. Draft documents would generally fall under the category of "intra-agency material" which are largely exempt from disclosure. Portions of such documents that include statistical or factual tabulations or data; instructions to staff that affect the

public; or final agency policy or determinations would need to be disclosed and posted online pursuant to Public Officers Law §103(e)).

7. Memoranda, research materials and similar documentation that may have been prepared in support of or opposition to a proposed resolution, law, rule, or policy need not be disclosed or posted to the school district website (*Q&A on Disclosure of Records Scheduled to be Discussed during Open Meetings*).

Exempt Meetings

1. The Open Meetings Law exempts from coverage certain types of meetings. In the case of school boards, these include:
 - a. judicial or quasi-judicial proceedings, and
 - b. matters made confidential by federal or state law (Pub. Off. Law § 108 (3)).

Therefore to discuss a matter exempted from the Open Meetings Law a school board does not need to follow the rules and procedures that relate to entry into executive session (*Brown v. Feehan*, 125 A.D.3d 1499 (4th Dep't 2015); NYS Dep't of State, Committee on Open Government OML-AO-5446 (February 24, 2015)).

2. A meeting where a school board reviews the transcript and evidence presented at a student disciplinary hearing when parents appeal their child's suspension to the board would be considered a quasi-judicial proceeding. However, a board vote to uphold or modify the suspension must take place in open session at a meeting conducted under the Open Meetings Law (see *Cheevers v. Town of Union, unreported*, (Sup. Ct. Broome Co., Sept. 3, 1998)).
3. An example of an exempt meeting involving a matter made confidential by federal law is a meeting to discuss student records. The federal Family Educational Rights and Privacy Act (FERPA) prohibits school officials from divulging, without parental consent, education records that are specifically identifiable to a particular student or students (20 U.S.C. § 1232(g)). Therefore, a board may meet in private with parents who wish to discuss concerns that require presentation of private student records (NYS Department of State, Committee on Open Government OML-AO-3863, Sept. 3, 2004).
4. An example of an exempt meeting involving a matter made confidential by state law is a meeting between a board of education and the board's attorney that is protected by attorney-client privilege under New York's Civil Practice Law and Rules (CPLR § 4503; *Brown v. Feehan, supra*; for a review of the nature and scope of the privilege itself, see *Appeal of Goldin*, 40 Educ. Dep't Rep. 628 (2001)). In order to preserve attorney client privilege school boards need to be cautious about including guests in meetings with the attorney so that privilege is not waived (*Ballard v. New York Safety Track LLC*, 126 A.D.3d 1073 (3d Dep't 2015)).

Consequences for Violations of the Open Meetings Law

1. If a court determines a public body failed to comply with the Open Meetings Law it may declare that the public body violated the Open Meetings Law and/or may declare void any action taken in relation to such violation in whole or in part, without prejudice to its reconsideration at a meeting held in compliance with the law. (Pub. Off. Law § 107 (1); *Zehner v. Board of Educ. of Jordan-Elbridge CSD*, 29 Misc.3d 1206 (Onondaga Co. 2010); *Genatt Asphalt Products v. Town of Sardinia*, 87 N.Y.2d 668 (1996); *Matter of MCI Telecomm. Corp. v. Public Serv. Comm'n of the State of New York*, 231 A.D.2d 284 (3rd Dep't 1997)).

A court that determines a public body has violated the Open Meetings Law may require the members of the public body to participate in training sessions conducted by staff of the committee on open government (Pub. Off. Law § 107(1)).

To invalidate an action already taken by a school board, complainants alleging a violation of the Open Meetings Law must show they were prejudiced by the board's failure to comply with the law (*Smithson v. Illion Housing Auth.*, 130 A.D.2d 965 (4th Dep't 1988), *aff'd* 72 N.Y.2d 1034 (1988); *Matter of Inner-City Press/Community on the Move v New York State Banking Board*, 170 Misc.2d 684 (1996)).

That required showing was made in a case where a district resident who prevailed in an appeal to the commissioner challenged the school board's failure to authorize in open session the district's own appeal from the commissioner's

2. In any proceeding brought concerning a violation of open meeting law courts have discretion to award costs and reasonable attorney fees to the prevailing party (Pub. Off. Law § 107 (2); see also *Matter of Gordon v. Village of Monticello*, 87 N.Y.2d 124 (1995); *Matter of Orange County Pubs. Div. of Ottaway Newspapers Inc. v. County of Orange*, 120 A.D.2d 596 (2nd Dep't 1986); *Ballard v. New York Safety Track*, 126 A.D.3d 1073 (3d Dep't 2015); *Cunney v Bd. of Trustees of Vil. of Grand View*, 72 A.D.3d 960 (2nd Dep't 2010); *Stephenson v Bd. of Educ. of Hamburg Cent. School Dist.*, 31 Misc. 3d 1227 (Sup Ct Erie Co. 2011)).

However, a court shall award costs and attorney's fees to a successful complainant if the court determines a vote was taken in material violation of the law or that substantial deliberations relating thereto occurred in private prior to such vote, unless there was a reasonable basis for a public body to believe a closed session could properly have been held (Pub. Off. Law §107(2)).

EXECUTIVE SESSIONS

Basic Rules

1. An *executive session* is a portion of a school board meeting that is not open to the public. It is permitted only for a limited number of specific purposes that include the following subjects:
 - a. Matters which will imperil the public safety if disclosed.
 - b. Any matter that 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 that would imperil effective law enforcement if disclosed.
 - d. Discussions involving proposed, pending, or current litigation.
 - e. Collective negotiations pursuant to Article 14 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 exams.
 - h. The proposed acquisition, sale or lease of real property or the proposed acquisition, sale, or exchange of securities, but only when publicity would substantially affect the value of these things (Pub. Off. Law § 105 (a-h)).
2. An executive session can take place only upon a majority vote of the total membership of the board taken at an open meeting (Pub. Off. Law § 105 (1)).
 - a. Because it can be convened only upon a majority vote of the board in an open public meeting, a school board cannot schedule an executive session in advance (e.g. Executive Session at 6:30 p.m. and Public Meeting at 7:00 p.m.) (NYS Department of State, Committee on Open Government OML-AO-3339, July 23, 2001).

However, the meeting's agenda can indicate that there is a "Proposed executive session, subject to Board approval" or that "It is anticipated that the Board will act upon a resolution to convene an executive session (NYS Department of State, Committee on Open Government OML-AO-2426, Nov. 23, 1994).
 - b. The motion to go into executive session must identify the subject matter of the executive session with particularity (*Zehner v. Board of Educ. of Jordan-Elbridge*

CSD, 29 Misc.3d 1206 (Onondaga Co. 2010); *Gordon v. Village of Monticello*, 207 A.D.2d 55 (3rd Dep't 1994), *rev'd on other grounds*, 87 N.Y.2d 124 (1995); NYS Department of State, Committee on Open Government OML-AO-3478, June 26, 2002).

(1) It is insufficient to merely regurgitate the statutory language such as “discussions regarding proposed or pending litigation, without identifying the particular litigation (*Daily Gazette v. Cobleskill*, 111 Misc.2d 303 (Sup. Ct. Schoharie Co. 1981)); NYS Department of State, Committee on Open Government OML-AO-5259, Mar. 8, 2012; OML-AO-3654, July 10, 2003).

(2) There is no authority to go into executive session for the purpose of discussing “personnel matters”. A school board does not need to identify who it is going to talk about, but it must disclose what it is going to talk about (e.g. “to discuss the discipline of a particular employee” such motion would not need to identify the employee’s name or title) (see NYS Department of State, Committee on Open Government, OML-AO-5259, Mar. 8, 2012; OML-AO-3478, June 26, 2002).

(3) There is no authority to go into executive session to discuss the qualities and qualifications that the Board is seeking in a superintendent, as well as the process which the board intends to utilize to conduct a superintendent search (*Zehner v. Board of Educ. of Jordan-Elbridge CSD*, 29 Misc.3d 1206 (Onondaga Co. 2010)).

c. There is no time limit on the length of an executive session other than that imposed by good judgment and the reasonable exercise of discretion (*Matter of Thomas*, 10 Ed. Dep’t Rep. 108 (1971)).

However, school boards do not want to waste the public’s time by making them wait, because doing so fosters bad public relations. Therefore, a school board may wish to schedule proposed executive sessions later in the meeting, make a motion for same during the meeting, or state the estimated time when it expects to return to the open session of the meeting (see NYS Department of State, Committee on Open Government OML-AO-2426, Nov. 23, 1994).

d. The taping of an executive session is improper and violates the confidentiality that is encompassed in an executive session (*Stephenson v. Bd. of Educ. of Hamburg CSD*, 31 Misc.3d 1227 (Erie Cnty. 2011)).

3. Pursuant to the General Municipal Law school board members, district officers and employees may not disclose confidential information acquired by them in the course of their official duties (Gen. Mun. Law § 805-a(1)(b)).

a. The General Municipal Law does not define the term “confidential information”. According to one state court, interpretation of what is confidential in the school

context is best left to the commissioner of education (*Komyathy v. Board of Educ. Wappinger CSD No. 1*, 75 Misc.2d 859).

According to the commissioner of education, matters discussed in a lawfully convened executive session are confidential and their disclosure constitutes a violation of the General Municipal Law's prohibition as well as a violation of a school board member's oath of office, which subject a school board member to removal from the board (*Application of Nett and Raby*, 45 Ed. Dep't Rep. 259 (2005)). There would be no such violation where a board collectively decides to release such information, or where an individual board member is compelled to disclose such information pursuant to law in the context of a judicial proceeding (*Id.*).

- b. A state supreme court held that taping of an executive session is improper and violates the confidentiality of the executive session (*Stephenson v Bd. of Educ. of Hamburg Cent. School Dist.*, 31 Misc. 3d 1227 (Sup Ct Erie Co. 2011)).

Note: The Executive Director of the Committee on Open Government has stated that information discussed in executive session may be disclosed unless a specific statute confers or requires confidentiality (NYS Department of State, Committee on Open Government OML-AO-4489, Sept. 20, 2007; see also OML-AO-3463, May 28, 2002; OML-AO-3449, April 30, 2002; OML-AO-3219, Oct. 26, 2000). However, the commissioner considers that view a "narrow interpretation of the term 'confidential'" (*Application of Nett and Raby*).

- c. The Family Educational Rights and Privacy Act, also known as the "Buckley Amendment" or "FERPA" prohibits the disclosure of personally identifiable information about a student without prior consent from the student's parent or the student if the student is 18 years of age, unless one of the exceptions specified in the law and its implementing regulations apply (20 U.S.C. § 1232g(b)(2)(B); *Owasso Independent School Dist. No. 1-0111 v. Falvo*, 534 U.S. 426 (2002); *Taylor v. Vermont Dep't of Education*, 313 F.3d 768 (2nd Cir. 2003)).

Participation in an Executive Session

- 1. All members of the school board and "any other persons authorized by" the board may attend an executive session (Pub. Off. Law § 105 (2)). The Education Law contains a similar provision (Educ. Law § 1708 (3)).
 - a. A school board does not have to formally vote to approve the attendance of executive session invitees (NYS Department of State, Committee on Open Government, OML-AO-3864, Sept. 7, 2004).
 - b. Neither does a board have to identify in its motion to enter into executive session the individuals whom the board has invited to attend (*Matter of Jae v. Board of Educ. of Pelham UFSD*, 22 A.D.3d 581 (2nd Dep't 2005); *lv. to app. denied*, 6 N.Y.3d 714 (2006)).

2. It is important that a school board exercise discretion in deciding whom to invite into executive session because of confidentiality issues.

For example, the attendance at executive session of a former school board member who was awaiting the results of an appeal to the commissioner regarding his lost reelection was in conflict with laws providing for the confidentiality of personnel and student records (*Appeal of Whalen*, 34 Ed. Dep't Rep. 282 (1994)).

It would be permissible to invite the district clerk, board attorney, superintendent or a person having some special knowledge, expertise or function that relates to the subject of the executive session (NYS Department of State, Committee on Open Government OML-AO-4344, March 7, 2007).

Taking Action in Executive Session

1. With certain limited exceptions, no official action can be taken on issues discussed in executive session without first returning to open session (see *Matter of Crapster*, 22 Ed. Dep't Rep. 29 (1982)).

- a. One such an exception includes voting on charges against a tenured teacher (Educ. Law § 3020-a (2); *Sanna v. Lindenhurst Board of Educ.*, 85 A.D.2d 157 (2nd Dep't 1982), *aff'd*, 58 N.Y.2d 626 (1987); *United Teachers of Northport v. Northport UFSD*, 50 A.D.2d 897 (2nd Dep't 1975); *Matter of Cappa*, 14 Ed. Dep't Rep. 80 (1974); Formal Opn. of Counsel No. 239, 16 Ed. Dep't Rep. 457 (1976)).

Section 3020-a requires that school boards meet in executive session to both discuss disciplinary charges against a tenured teacher and to vote on whether probable cause exists to commence disciplinary proceedings against the employee (Educ. Law § 3020-a (2); Formal Opn. of Counsel No. 239, 16 Ed. Dep't Rep. 457 (1976)).

- b. No court has ruled yet whether a school board may take action in executive session on matters made confidential by other laws such as the federal Family Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, but see *Cheevers v. Town of Union, unreported*, (Sup. Ct. Broome Co., Sept. 3, 1998) indicating that a school board must vote to uphold or modify a student's suspension in an open session.
2. No public body, including a school board, may vote to appropriate money during an executive session (Pub. Off. Law § 105 (1)).

Special Rule for Audit Committees

1. Notwithstanding any provisions of the Open Meetings Law and other laws to the contrary, a school district's audit committee may conduct an executive session pursuant to the Open Meetings Law in order to:
 - a. meet with the external auditor prior to commencement of the audit

- b. review and discuss with the auditor any risk assessment of the district's fiscal operations developed as part of the auditor's responsibilities under governmental auditing standards for financial statement audit and federal single audit standards if applicable, and
 - c. receive and review the draft annual audit report and accompanying draft management letter and, working directly with the auditor, assist the trustees or board of education in interpreting such documents (Educ. Law § 2116-c (7)).
 - d. The special rules for executive sessions by audit committees are limited to the enumerated matters dealing with the external audit. There is no authority for an audit committee to enter executive session to discuss matters relating to the internal audit (NYS Department of State, Committee on Open Government, OML-AO-4625, May 9, 2008).
2. A school board member who is not a member of the audit committee may be allowed to attend an executive session of the audit committee if authorized by a board resolution (*Id.*).
3. According to the Committee on Open Government the audit committee performs a governmental function pursuant to Education Law §2116-c and is therefore a public body subject to all aspects the Open Meetings Law, not just the rules for conducting an executive session (NYS Department of State, Committee on Open Government OML-AO-4093, Dec.. 14, 2005; OML-AO-4257, Sept. 11, 2006).

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

2.21 Public Officers Law

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

Public Officers (FBO)
SHARE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and paid in the same manner as other public charges.

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

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

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

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

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

**2.32 Resolution to Approve
Substitute Rates**



Resolution to Approve Substitute Rates

Be It Resolved that the New York Mills Union Free School District Board of Education approve the following substitute rates for the 2024-25

- Teachers: Certified \$120.00/day
- Uncertified \$100.00/day
- Curriculum: \$25.00/hour
- Tutor: \$28.00/hour
- Teaching Assistant: \$100.00/day
- Nurse: \$18.10/hour
- Bus Drivers: \$15.90/hour
- Clerical: \$15.00/hour
- School Monitors: \$15.00/hour
- Maintenance: \$15.00/hour

Motion _____

Second _____

Yes ____ **No** ____

DATED: July 9, 2024
New York Mills, New York

District Clerk
New York Mills Union Free School
New York

New York Mills Union Free School District

Internal Claims Audit Report May 2024

<u>Fund</u>	<u>Check Dates</u>	<u>Amount</u>	<u>Checks Issued</u>	<u>Check #s</u>
General	5/10/2024	\$261,680.50	2	Debit Charges 1092-1093
	5/10/2024	\$1,147.60	3	60772-60774
	5/3/2024	\$204,841.23	35	60775-60809
	5/17/2024	\$592,436.98	37	60810-60846
	5/17/2024	\$247,559.89	3	Debit Charges 1094-1096
	5/17/2024	\$1,896.60	4	60847-60850
	5/31/2024	\$208,456.00	40	60854-60893

Federal

Capital

5/31/2024	\$1,090.00	1	2188
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School Lunch

5/17/2024	\$3,569.30	1	2076
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Totals for the month **\$1,522,678.10126**

I certify that these claims have been audited and paid for the month of May 2024

Christine Hurlbut 6/24/2024

Apr-24

Credit Card Statement

Transaction	Post			
Date	Date	Credit Card	Amount	Comment
3/28/2024	4/1/2024	NAASP Product	\$39.68	NJHS Classic Certificates package of 25
4/10/2024	4/12/2024	Pupil Transportation	\$109.00	Online CE Refresher
		total	\$148.68	

**NY Mills UFSD Extra-Curricular Fund
May 31,2024 - June 24, 2024**

Name	Beginning Balance	Received	Payments	Ending Balance
Class of 2024	\$ 2,917.41		\$ 2,788.56	\$ 128.85
Class of 2025	\$ 9,489.76			\$ 9,489.76
Class of 2026	\$ 8,332.55			\$ 8,332.55
Class of 2027	\$ 3,042.86			\$ 3,042.86
Class of 2028	\$ 3,325.25			\$ 3,325.25
Class of 2029	\$ 3,523.00			\$ 3,523.00
Varsity Club	\$ 4,075.42	\$ 4,105.00	\$ 3,321.60	\$ 4,858.82
Student Council	\$ 8,877.31		\$ 791.42	\$ 8,085.89
Nat.Honor Society	\$ 327.32			\$ 327.32
Yearbook Club	\$ 8,755.59	\$ 1,109.61	\$ 99.14	\$ 9,766.06
Band Club	\$ 160.72			\$ 160.72
Elementary Drama	\$ 5,050.77			\$ 5,050.77
HS Drama/Chorus	\$ 6,788.37		\$ 660.26	\$ 6,128.11
Model UN	\$ 735.21			\$ 735.21
Technology Club	\$ -			\$ -
After Prom Party	\$ 2,020.00			\$ 2,020.00
Total	\$ 67,421.54	\$ 5,214.61	\$ 7,660.98	\$ 64,975.17

Reconciliation

Ending Book Balance

Outstanding Checks Deposits in Transit

Reconciled Balance

Ending M&T Bank Balance

Outstanding Checks Returned checks

Total Total

Total

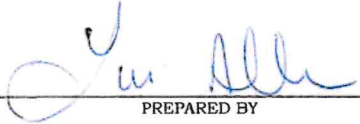
**NEW YORK MILLS UNION FREE SCHOOL DISTRICT
NEW YORKS MILLS, NY**

**TREASURER'S REPORT
May 31, 2024**

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
May 31, 2024

	General Fund	GF Money Market	Restricted	NY Muni Trust	School Lunch	Sch Lunch Saving	Trust & Agency	Payroll	Capital Fund	Debt Service	Federal
Beginning Balance	\$1,952,789.98	\$1,635,559.82	\$1,783,544.28	\$1,590,355.47	\$19,156.96	\$30,555.78	\$ -	\$ -	\$102,378.71	\$1,393,211.84	\$295,298.40
Receipts	\$ 814,375.51	\$ 4,868.86	\$ 5,309.40	\$7,026.69	\$ 15.97	\$ 90.96	\$ 509,240.39	\$ 360,303.24	\$ 73.78	\$ 5,057.93	\$ 60,642.05
Disbursements	\$ (1,578,518.65)	\$ -	\$ -	\$0.00	\$ (3,569.30)	\$ -	\$ (509,240.39)	\$ (360,303.24)	\$ (16,597.80)	\$ -	\$ (21,468.62)
Balance	\$ 1,188,646.84	\$ 1,640,428.68	\$ 1,788,853.68	\$ 1,597,382.16	\$ 15,603.63	\$ 30,646.74	\$ -	\$ -	\$ 85,854.69	\$ 1,398,269.77	\$ 334,471.83
Bank Balance	\$ 1,406,277.48	\$ 1,640,428.68	\$ 1,788,853.68	\$ 1,597,382.16	\$ 15,603.63	\$ 30,646.74	\$ -	\$ 2,722.40	\$ 86,944.69	\$ 1,398,269.77	\$ 334,471.83
Outstanding Checks	\$ (217,630.35)			\$ -	\$ -	\$ -		\$ (2,722.40)	\$ (1,090.00)	\$ -	\$ -
Reconciling Items	\$ (0.29)	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Balance	\$ 1,188,646.84	\$ 1,640,428.68	\$ 1,788,853.68	\$ 1,597,382.16	\$ 15,603.63	\$ 30,646.74	\$ -	\$ -	\$ 85,854.69	\$ 1,398,269.77	\$ 334,471.83


 PREPARED BY

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

FROM: 05/01/24 For the period TO: May 31, 2024

Total available balance as reported at the end of preceding period 1,952,789.98

RECEIPTS DURING MONTH

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

Date	Source	Amount	
MAY 31	Interest	1,292.81	
1	Due from Capital	14,600.00	
6	Transfer from Federal Fund, for Payroll	10,734.31	
8	National Grid Settlement	14,305.00	
8	PMA Workers Comp	2,058.05	
8	Commissions (Box Tops)	46.37	
8	Utica National (Dugout Damage)	5,027.97	
8	Lost Library Book Payment	14.00	
24	Transfer from Federal Fund, for Payroll	10,734.31	
30	DOH Medicaid Reimbursement	3,110.69	
30	CMS Drug Subsidy	11,729.87	
30	NYS OSC General State Aid	720,324.14	
1-31	Retiree Health Insurance Receipts	20,397.99	
	Total Receipts		814,375.51
	Total Receipts, including balance	814,375.51	\$2,767,165.49

DISBURSEMENTS MADE DURING MONTH

BY CHECK	To Check No.				
From Check No.	60772	PR Checks 5-10	60774	\$	1,147.60
	60775	Warrant 81 5-3	60809	\$	204,841.23
	60810	Warrant 84	60846	\$	592,436.98
	60847	Warrant 86 5-24	60850	\$	1,896.60
	60854	Warrant 87 5-31	60893	\$	208,456.00

BY DEBIT CHARGE

OMNI Disbursements	10,600.48
Transfer for Payrolls	\$498,639.91
Credit Card Payment	148.68
Due to Federal Fund	60,351.17

Total amount of checks issued and debit charges

	1,578,518.65
Cash Balance as shown by records	569,740.24
	<u>\$1,188,646.84</u>

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	1,406,277.48
Less total of outstanding checks - See Attached Nvision Report	(217,630.35)
Bank cleared check .31 cents off	(0.29)

1,188,646.84

1,188,646.84

Net balance in bank

Total available balance

\$ 1,188,646.84

(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

PREPARED BY

TREASURER OF SCHOOL DISTRICT

NEW YORK MILLS UFSD

Bank Reconciliation for period ending on 5/31/2024



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

Ending Bank Balance:		1,406,277.48
Outstanding Checks (See listing below):	-	217,630.35
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance: 1,188,647.13

Cash Account Balance: 1,188,646.84

Outstanding Check Listing

Check Date	Check Number	Payee	Amount
03/15/2024	60656	CONTROLLED WASTE SYSTEMS INC	2,942.49
03/29/2024	60695	CENTER STATE CONFERENCE	88.35
03/29/2024	60719	SAUQUOIT VALLEY VARSITY CLUB - TRACK & FIELD	250.00
04/12/2024	60749	OBSERVER DISPATCH	438.00
05/03/2024	60781	RIC COLEMAN	116.34
05/17/2024	60815	BUS PARTS WAREHOUSE	31.93
05/17/2024	60823	DOREEN GACHOWSKI	105.00
05/17/2024	60824	GENERAL PROPERTY MAINTENANCE	93.59
05/17/2024	60825	ROBERT GIRUZZI	116.34
05/17/2024	60826	HAUN WELDING SUPPLY	115.00
05/17/2024	60830	JOHN JOSEPH	216.34
05/17/2024	60833	MARTELLO, JOHN	116.34
05/17/2024	60842	SOUTHWELL, STEVEN	164.94
05/17/2024	60843	TOWN OF NEW HARTFORD	3,159.49
05/17/2024	60844	TRIGON SPORTS	327.00
05/17/2024	60845	WOODGATE PINES GOLF CLUB	95.00
05/17/2024	60846	YORKVILLE BATTERY INC.	24.00
05/24/2024	60848	CSEA TREASURER/PEARL CARROLL	774.20
05/31/2024	60854	AMAZON CAPITAL SERVICES	130.73
05/31/2024	60855	SAL BARBERO	232.68
05/31/2024	60856	CADY, GAIL	200.00
05/31/2024	60857	CATSKILL SPRING WATER LLC	65.00
05/31/2024	60858	CLINTON TRACTOR & IMPLEMENT CO	138.94
05/31/2024	60859	LARRY DICESARE	216.34
05/31/2024	60860	FACTORY MOTOR PARTS	85.53
05/31/2024	60861	FARMER'S MUSEUM	351.00
05/31/2024	60862	FIRST UNUM LIFE INSURANCE COMPANY	24.05
05/31/2024	60863	FISHER AUTO PARTS	137.96
05/31/2024	60864	FOUR WINDS HOSPITALS	840.00
05/31/2024	60865	RAYMOND A. HOULE	116.34
05/31/2024	60866	SAMANTHA JORDAN	5,000.00
05/31/2024	60867	JPJ ELECTRONIC COMM., INC.	383.09
05/31/2024	60868	JW PEPPER & SON, INC.	44.84

NEW YORK MILLS UFSD

Bank Reconciliation for period ending on 5/31/2024



Check Date	Check Number	Payee	Amount
05/31/2024	60869	TIMOTHY KIRILKO	500.00
05/31/2024	60870	KOMNICK, LUCAS	1,000.00
05/31/2024	60871	RYAN KOMNICK	1,000.00
05/31/2024	60872	LISTAS, WALTER	225.00
05/31/2024	60873	MATTHEWS BUSES INC.	146,308.03
05/31/2024	60874	MCNALLY, STEVE	116.34
05/31/2024	60875	MORAN, KATHLEEN	225.00
05/31/2024	60876	MORSE, EDWIN	116.34
05/31/2024	60877	NEMECEK, STEFAN	116.34
05/31/2024	60878	NYSPPHSA SECTION III INC	1,565.80
05/31/2024	60879	MELINDA POLAROLO	175.00
05/31/2024	60880	PRICE CHOPPER OPER. CO, INC	99.05
05/31/2024	60881	REMSSEN CENTRAL SCHOOL	235.00
05/31/2024	60882	SHATRAW, JACOB	120.34
05/31/2024	60883	STEET PONTE FORD	96.36
05/31/2024	60884	THE COUNCIL	2,085.00
05/31/2024	60885	UPSTATE CEREBRAL PALSY	44,768.40
05/31/2024	60886	US AWARDS	30.00
05/31/2024	60887	UTICA SPRAY & CHEMICAL COMPANY	890.15
05/31/2024	60888	VOLO'S AUTO SUPPLY	153.99
05/31/2024	60889	JAMES WEAVER	116.34
05/31/2024	60890	MICHAEL WINTERS	116.34
05/31/2024	60891	LARRY WOODY	98.00
05/31/2024	60892	YOUNGHANZ, EDWARD	116.34
05/31/2024	60893	EDWARD H. YOUNGHANZ	216.34
Outstanding Check Total:			217,630.35

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: 05/01/24 TO: May 31, 2024

Total available balance as reported at the end of preceding period \$1,635,559.82

RECEIPTS DURING MONTH

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

Date	Source	Amount	
MAY 31	Interest Transfer from General	4,868.86	
Total Receipts			\$4,868.86
Total Receipts, including balance			\$1,640,428.68

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)			-
Cash Balance as shown by records			<u>\$1,640,428.68</u>

RECONCILIATION WITH BANK STATEMENT

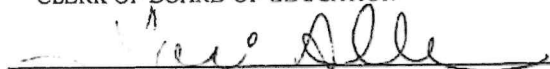
Balance given on bank statement, end of month (M&T)	<u>1,640,428.68</u>
Amount of transfers in transit	0.00
Net balance in bank	1,640,428.68
Amount of deposit in transit	0.00
Total available balance	<u>\$1,640,428.68</u>
(Must agree with Cash Balance above if there is a true reconciliation)	

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: 05/01/24 TO: May 31, 2024

Total available balance as reported at the end of preceding period \$1,590,355.47

RECEIPTS DURING MONTH

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

Date	Source	Amount
MAY 31	Interest	7,026.69

Total Receipts \$7,026.69

Total Receipts, including balance \$1,597,382.16

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 \$1,597,382.16

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month 1,597,382.16

Less total of outstanding checks 0.00

Net balance in bank 1,597,382.16

Amount of deposits in transit 0.00

Total available balance \$1,597,382.16

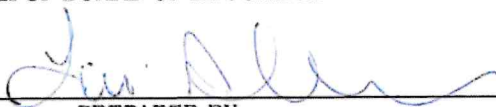
(Must agree with Cash Balance above if there is a true reconciliation)

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: 05/01/24 TO: May 31, 2024

Total available balance as reported at the end of preceding period \$1,783,544.28

RECEIPTS DURING MONTH

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

Date	Source	Amount	
MAY 31	Interest	5,309.40	
	Transfer from General		
	Total Receipts		\$5,309.40
	Total Receipts, including balance		\$1,788,853.68

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>\$1,788,853.68</u>

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	1,788,853.68	
Less total of outstanding checks	0.00	
Net balance in bank	1,788,853.68	
Amount of deposits in transit	0.00	
Total available balance		<u>\$1,788,853.68</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 - 5/31/2024



Account	Description	Debits	Credits
A 200	CASH IN CHECKING	1,188,646.84	0.00
A 201 03	MUNICASH INVESTMENTS-NY	1,597,382.16	0.00
A 201 05	MONEY MARKET INVESTMENT	1,640,428.68	0.00
A 210	PETTY CASH	300.00	0.00
A 231 01	RESTRICTED RESERVES SAVINGS	1,788,853.68	0.00
A 391	DUE FROM OTHER FUNDS	535.50	0.00
A 391F	DUE FROM FEDERAL AID FUND	254,275.72	0.00
A 410	STATE & FEDERAL AID RECEIVABLE	1,347.00	0.00
A 510	ESTIMATED REVENUE	14,951,975.00	0.00
A 521	ENCUMBRANCES	640,742.63	0.00
A 522	EXPENDITURES	12,231,723.00	0.00
A 599	APPROPRIATED FUND BALANCE	1,936,572.21	0.00
A 632	DUE TO STATE TEACHERS RETIREMENT	0.00	46,168.30
A 637	DUE TO EMPLOYEES RETIREMENT SYSTEM	0.00	28,846.75
A 720	GROUP HEALTH INSURANCE	0.00	258,331.03
A 720F	FLEX HEALTH	0.00	16,002.60
A 821	RESERVE FOR ENCUMBRANCES	0.00	640,742.63
A 827	RESERVE FOR NYSERS RETIREMENT CREDITS	0.00	167,404.00
A 864	RESERVE FOR TAX CERTIORARI	0.00	150,000.00
A 867	RESERVE FOR EMPLOYEE BENEFITS	0.00	421,620.00
A 878	CAPITAL RESERVE	0.00	709,602.62
A 878 01	CAPITAL RESERVE/TRANSPORTATION	0.00	306,944.35
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	13,970,361.09
A Fund Totals:		36,232,782.42	36,232,782.42
Grand Totals:		36,232,782.42	36,232,782.42

NEW YORK MILLS UFSD

Revenue Status Report By Function From 7/1/2023 To 5/31/2024



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	7,363,903.20	-46,617.20
<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	750,428.02	49,571.98
<u>A 1335</u>	OTHER STUDENT FEES AND CHARGES	1,500.00	0.00	1,500.00	2,544.89	-1,044.89
<u>A 2401</u>	INTEREST AND EARNINGS	75,000.00	0.00	75,000.00	149,735.26	-74,735.26
<u>A 2413</u>	RENTAL OF REAL PROPERTY/BOCES	5,000.00	0.00	5,000.00	10,568.00	-5,568.00
<u>A 2450</u>	COMMISSIONS	2,000.00	0.00	2,000.00	1,678.90	321.10
<u>A 2680</u>	INSURANCE RECOVERIES	0.00	0.00	0.00	7,086.02	-7,086.02
<u>A 2700</u>	RETIREE DRUG SUBSIDY	35,000.00	0.00	35,000.00	23,554.08	11,445.92
<u>A 2701</u>	REFUNDS FOR BOCES AIDED SERVICES	325,000.00	0.00	325,000.00	413,024.73	-88,024.73
<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	2,723.00	-2,723.00
<u>A 2770</u>	UNCLASSIFIED OTHER REVENUE	65,000.00	0.00	65,000.00	69,793.58	-4,793.58
<u>A 3101</u>	BASIC FORMULA	2,820,019.00	0.00	2,820,019.00	2,495,457.44	324,561.56
<u>A 3101.001</u>	EXCESS COST	950,000.00	0.00	950,000.00	728,567.10	221,432.90
<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	295,999.12	-279,604.12
<u>A 3102.001</u>	VLT LOTTERY GRANT	150,000.00	0.00	150,000.00	142,544.12	7,455.88
<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	289,711.51	635,288.49
<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	34,018.00	-4,018.00
<u>A 3262</u>	COMPUTER SOFTWARE AID	8,000.00	0.00	8,000.00	8,749.00	-749.00
<u>A 3262.001</u>	HARDWARE AID	8,500.00	0.00	8,500.00	9,526.00	-1,026.00
<u>A 3263</u>	LIBRARY A/V LOAN PROGRAM	3,250.00	0.00	3,250.00	3,650.00	-400.00
<u>A 3289</u>	OTHER STATE AID	0.00	0.00	0.00	2,000.00	-2,000.00
<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	18,707.97	-16,207.97
A Totals:		14,951,975.00	0.00	14,951,975.00	13,970,361.09	981,613.91
Grand Totals:		14,951,975.00	0.00	14,951,975.00	13,970,361.09	981,613.91

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 5/31/2024



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 1010.400-00-0000</u>	CONTRACTUAL		2,000.00	292.84	2,292.84	427.87	567.65	1,297.32
<u>A 1010.404-00-0000</u>	CONFERENCE FEES		8,000.00	0.00	8,000.00	1,322.44	0.00	6,677.56
<u>A 1010.490-00-0000</u>	BOCES		4,600.00	0.00	4,600.00	1,148.48	351.52	3,100.00
1010	BOARD OF EDUCATION	*	14,600.00	292.84	14,892.84	2,898.79	919.17	11,074.88
<u>A 1040.160-00-0000</u>	NON-INSTRUCT. SALARIES		5,500.00	0.00	5,500.00	0.00	0.00	5,500.00
<u>A 1040.404-00-0000</u>	CONFERENCE FEES		3,850.00	-3,500.00	350.00	292.50	0.00	57.50
<u>A 1040.406-00-0000</u>	ADVERTISING		5,000.00	1,609.26	6,609.26	1,735.02	3,363.67	1,510.57
<u>A 1040.450-00-0000</u>	OFFICE SUPPLIES		500.00	0.00	500.00	0.00	0.00	500.00
1040	DISTRICT CLERK	*	14,850.00	-1,890.74	12,959.26	2,027.52	3,363.67	7,568.07
<u>A 1060.408-00-0000</u>	PERSONAL SERVICES		2,500.00	0.00	2,500.00	1,300.00	0.00	1,200.00
1060	DISTRICT MEETING	*	2,500.00	0.00	2,500.00	1,300.00	0.00	1,200.00
10	Consolidated Payroll	**	31,950.00	-1,597.90	30,352.10	6,226.31	4,282.84	19,842.95
<u>A 1240.150-00-0000</u>	PROFESSIONAL SALARIES		165,000.00	0.00	165,000.00	160,533.30	0.00	4,466.70
<u>A 1240.160-00-0000</u>	NON-INSTRUCT. SALARY		48,000.00	0.00	48,000.00	48,540.51	0.00	-540.51
<u>A 1240.403-00-0000</u>	TRAVEL-MILEAGE		1,000.00	0.00	1,000.00	118.68	0.00	881.32
<u>A 1240.404-00-0000</u>	CONFERENCE FEES		5,000.00	0.00	5,000.00	2,162.59	0.00	2,837.41
<u>A 1240.409-00-0000</u>	DUES		3,000.00	0.00	3,000.00	2,934.00	0.00	66.00
<u>A 1240.450-00-0000</u>	OFFICE SUPPLIES		1,500.00	0.00	1,500.00	680.61	0.00	819.39
1240	CHIEF SCHOOL OFFICE	*	223,500.00	0.00	223,500.00	214,969.69	0.00	8,530.31
12		**	223,500.00	0.00	223,500.00	214,969.69	0.00	8,530.31
<u>A 1310.160-00-0000</u>	NON-INSTRUCT. SALARIES		85,233.00	0.00	85,233.00	87,645.39	0.00	-2,412.39
<u>A 1310.403-00-0000</u>	TRAVEL-MILEAGE		275.00	0.00	275.00	0.00	0.00	275.00
<u>A 1310.404-00-0000</u>	CONFERENCE FEES		250.00	0.00	250.00	20.00	0.00	230.00
<u>A 1310.450-00-0000</u>	OFFICE SUPPLIES		200.00	0.00	200.00	28.28	0.00	171.72
<u>A 1310.490-00-0000</u>	BOCES SERVICES		70,067.00	0.00	70,067.00	58,647.15	6,516.85	4,903.00
1310	BUSINESS ADMINISTRATION	*	156,025.00	0.00	156,025.00	146,340.82	6,516.85	3,167.33
<u>A 1320.408-00-0000</u>	AUDITING SERVICES		28,000.00	0.00	28,000.00	26,671.30	1,328.70	0.00
1320	AUDITING	*	28,000.00	0.00	28,000.00	26,671.30	1,328.70	0.00
<u>A 1380.401-00-0000</u>	SERVICE CONTRACTS		20,000.00	0.00	20,000.00	11,813.50	786.50	7,400.00
1380	FISCAL AGENT FEE	*	20,000.00	0.00	20,000.00	11,813.50	786.50	7,400.00
13		**	204,025.00	0.00	204,025.00	184,825.62	8,632.05	10,567.33
<u>A 1420.408-00-0000</u>	ATTORNEY SERVICES		45,000.00	18,419.16	63,419.16	10,672.31	33,950.85	18,796.00
1420	LEGAL	*	45,000.00	18,419.16	63,419.16	10,672.31	33,950.85	18,796.00

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 5/31/2024



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	34,649.46	9,350.54	0.00
1430	PERSONNEL	*	35,000.00	9,000.00	44,000.00	34,649.46	9,350.54	0.00
<u>A 1460.490-00-0000</u>	RECORDS INFORMATION		6,000.00	560.00	6,560.00	5,904.00	656.00	0.00
1460	RECORDS MANAGEMENT OFFICER	*	6,000.00	560.00	6,560.00	5,904.00	656.00	0.00
<u>A 1480.490-00-0000</u>	PUBLIC INFOR SPEC.		40,000.00	14,900.00	54,900.00	54,804.89	0.00	95.11
1480	PUBLIC INFORMATION & SERVICES	*	40,000.00	14,900.00	54,900.00	54,804.89	0.00	95.11
14		**	126,000.00	42,879.16	168,879.16	106,030.66	43,957.39	18,891.11
<u>A 1620.160-00-0000</u>	NON INSTRUCT SALARIES		129,963.00	0.00	129,963.00	135,611.12	0.00	-5,648.12
<u>A 1620.400-00-0000</u>	CONTRACTUAL		54,600.00	33,212.00	87,812.00	70,842.21	2,915.47	14,054.32
<u>A 1620.401-00-0000</u>	SERVICE CONTRACTS		19,095.00	2,560.85	21,655.85	21,206.15	62.70	387.00
<u>A 1620.416-00-0000</u>	NATURAL GAS		85,000.00	0.00	85,000.00	30,940.00	6,188.00	47,872.00
<u>A 1620.417-00-0000</u>	ELECTRICITY		95,000.00	0.00	95,000.00	70,907.01	13,143.44	10,949.55
<u>A 1620.418-00-0000</u>	WATER		28,000.00	13,771.10	41,771.10	29,133.93	9,396.49	3,240.68
<u>A 1620.450-00-0000</u>	CLEANING SUPPLIES		16,500.00	1,294.11	17,794.11	10,901.38	3,550.96	3,341.77
1620	OPERATION OF PLANT	*	428,158.00	50,838.06	478,996.06	369,541.80	35,257.06	74,197.20
<u>A 1621.160-00-0000</u>	NON INSTRUCT SALARIES		171,600.00	0.00	171,600.00	112,490.74	0.00	59,109.26
<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	19,822.32	1,059.37	20,634.47
<u>A 1621.401-00-0000</u>	SERVICE CONTRACTS		6,500.00	2,070.62	8,570.62	6,483.78	1,550.65	536.19
<u>A 1621.402-00-0000</u>	REPAIRS		15,000.00	0.00	15,000.00	12,205.38	1,577.94	1,216.68
<u>A 1621.450-00-0000</u>	SUPPLIES & MATERIALS		35,000.00	397.53	35,397.53	34,592.59	2,016.62	-1,211.68
<u>A 1621.450-00-0508</u>	GROUNDS		20,000.00	1,500.00	21,500.00	12,165.51	6,085.43	3,249.06
<u>A 1621.490-00-0000</u>	BOCES SERVICES		40,000.00	14,650.00	54,650.00	49,140.00	5,510.00	0.00
1621	MAINTENANCE OF PLANT	*	382,738.00	38,300.31	421,038.31	319,704.31	17,800.01	83,533.99
<u>A 1670.400-00-0000</u>	POSTAGE		10,500.00	7,299.02	17,799.02	14,181.89	2,005.46	1,611.67
<u>A 1670.490-01-0000</u>	PRINTING		65,000.00	5,000.00	70,000.00	67,161.51	0.00	2,838.49
1670	CENTRAL PRINTING & MAILING	*	75,500.00	12,299.02	87,799.02	81,343.40	2,005.46	4,450.16
16		**	886,396.00	101,437.39	987,833.39	770,589.51	55,062.53	162,181.35
<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

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1964.400-00-0000	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
A 1981.490-00-0000	BOCES SERVICES		149,350.00	0.00	149,350.00	128,457.18	14,273.82	6,619.00
1981	BOCES ADMINISTRATIVE COSTS	*	149,350.00	0.00	149,350.00	128,457.18	14,273.82	6,619.00
19	General Support	**	216,850.00	-1,440.00	215,410.00	169,939.16	14,273.82	31,197.02
1		***	1,688,721.00	141,278.65	1,829,999.65	1,452,580.95	126,208.63	251,210.07
A 2010.150-00-0000	INSTRUCTIONAL SALARIES		25,000.00	0.00	25,000.00	20,607.50	0.00	4,392.50
A 2010.490-00-0000	OTHER BOCES		55,000.00	0.00	55,000.00	44,039.07	10,960.93	0.00
2010	CURRICULUM DEVEL & SUPERVISION	*	80,000.00	0.00	80,000.00	64,646.57	10,960.93	4,392.50
A 2020.150-00-0000	INSTRUCTIONAL SALARIES		205,715.00	0.00	205,715.00	190,473.20	0.00	15,241.80
A 2020.160-00-0000	NON INSTRUCT. SALARIES		85,020.00	0.00	85,020.00	67,733.74	0.00	17,286.26
A 2020.403-02-0000	TRAVEL-MILEAGE		500.00	0.00	500.00	0.00	0.00	500.00
A 2020.403-03-0000	TRAVEL-MILEAGE		500.00	0.00	500.00	218.88	0.00	281.12
A 2020.404-02-0000	CONFERENCE		500.00	0.00	500.00	0.00	0.00	500.00
A 2020.404-03-0000	CONFERENCE		500.00	0.00	500.00	0.00	0.00	500.00
A 2020.409-00-0000	DUES		1,600.00	705.00	2,305.00	2,392.50	0.00	-87.50
A 2020.450-02-0000	OFFICE SUPPLIES		1,000.00	-200.00	800.00	103.84	0.00	696.16
A 2020.450-03-0000	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	1,664.20	297,999.20	263,080.77	0.00	34,918.43
A 2070.150-00-0000	INSERVICE SALARIES		25,000.00	9,900.00	34,900.00	33,318.00	0.00	1,582.00
A 2070.400-00-0000	CONTRACTUAL		3,000.00	0.00	3,000.00	804.00	796.00	1,400.00
A 2070.490-00-0000	BOCES INSERVICE		20,000.00	0.00	20,000.00	16,947.00	3,053.00	0.00
2070	INSERVICE TRAINING-INSTRUCTION	*	48,000.00	9,900.00	57,900.00	51,069.00	3,849.00	2,982.00
20	Group Insurance	**	424,335.00	11,564.20	435,899.20	378,796.34	14,809.93	42,292.93
A 2110.120-00-0000	INSTRUCTIONAL SALARIES K-3		864,525.00	-9,500.00	855,025.00	585,311.30	0.00	269,713.70
A 2110.120-01-0000	INSTRUCTIONAL SALARIES 4-6		565,033.00	0.00	565,033.00	388,090.61	0.00	176,942.39
A 2110.130-00-0000	INSTRUCTIONAL 7-12		1,500,890.00	-5,000.00	1,495,890.00	1,016,144.99	0.00	479,745.01
A 2110.130-01-0000	AFTER SCHOOL PROGRAM		20,000.00	0.00	20,000.00	20,976.00	0.00	-976.00
A 2110.131-00-0000	HEALTH BUY-OUTS		22,000.00	0.00	22,000.00	13,300.00	0.00	8,700.00
A 2110.140-00-0000	SUBSTITUTE SALARIES		107,000.00	54,000.00	161,000.00	165,380.53	0.00	-4,380.53
A 2110.160-00-0000	NON INSTRUCT SALARIES		79,353.00	0.00	79,353.00	47,535.92	0.00	31,817.08
A 2110.200-02-0000	NEW EQUIPMENT		10,000.00	0.00	10,000.00	6,871.31	140.45	2,988.24
A 2110.400-02-0000	CONTRACTUAL		6,000.00	5,320.35	11,320.35	6,198.44	0.00	5,121.91

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.400-03-0000	CONTRACTUAL	7,500.00	14,966.00	22,466.00	13,334.27	16,631.32	-7,499.59
A 2110.403-02-0000	TRAVEL-MILEAGE	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2110.403-03-0000	TRAVEL-MILEAGE	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2110.404-02-0000	CONFERENCE FEES	1,800.00	0.00	1,800.00	0.00	0.00	1,800.00
A 2110.404-03-0000	CONFERENCE FEES	1,000.00	0.00	1,000.00	51.20	0.00	948.80
A 2110.450-02-0001	INST SUPPLY-GRADE 1	600.00	0.00	600.00	479.38	65.82	54.80
A 2110.450-02-0002	INST SUPPLY-GRADE 2	400.00	0.00	400.00	291.73	0.00	108.27
A 2110.450-02-0003	INST SUPPLY-GRADE 3	400.00	0.00	400.00	284.88	0.00	115.12
A 2110.450-02-0004	INST SUPPLY-GRADE 4	400.00	0.00	400.00	356.03	0.00	43.97
A 2110.450-02-0005	INST SUPPLY-GRADE 5	400.00	0.00	400.00	143.59	0.00	256.41
A 2110.450-02-0006	INST SUPPLY-GRADE 6	600.00	0.00	600.00	540.09	0.00	59.91
A 2110.450-02-0007	INST SUPPLY ESL	200.00	0.00	200.00	0.00	0.00	200.00
A 2110.450-02-0013	INST SUPPLY-KNDG	400.00	0.00	400.00	384.33	0.00	15.67
A 2110.450-02-3000	INST SUPPLY-ART	2,500.00	0.00	2,500.00	383.62	18.97	2,097.41
A 2110.450-02-3050	STEM	200.00	0.00	200.00	198.60	0.00	1.40
A 2110.450-02-4000	INST SUPPLY-MUSIC	2,500.00	0.00	2,500.00	826.03	54.38	1,619.59
A 2110.450-02-4100	INST SUPPLY-PHYS ED.	200.00	0.00	200.00	0.00	0.00	200.00
A 2110.450-02-4200	INST-SUPPLY-REMEDATION	600.00	0.00	600.00	571.15	16.67	12.18
A 2110.450-02-4700	INST SUPPLY-GENERAL	12,500.00	-4,000.00	8,500.00	4,024.08	152.16	4,323.76
A 2110.450-03-3000	INST SUPPLY-ART	4,000.00	108.00	4,108.00	3,845.23	261.78	0.99
A 2110.450-03-3200	INST SUPPLY-BUSINESS ED.	200.00	0.00	200.00	98.03	5.50	96.47
A 2110.450-03-3400	INST SUPPLY-ENGLISH	1,100.00	505.78	1,605.78	1,392.13	4.70	208.95
A 2110.450-03-3500	INST SUPPLY-FOR LANGUAGE	400.00	20.00	420.00	324.92	24.51	70.57
A 2110.450-03-3600	INST SUPPLY-HEALTH	200.00	0.00	200.00	0.00	0.00	200.00
A 2110.450-03-3700	INST SUPPLY-HOME EC.	1,100.00	746.00	1,846.00	841.28	0.00	1,004.72
A 2110.450-03-3800	INST SUPPLY-INDUSTRIAL ART	2,000.00	0.00	2,000.00	889.25	173.60	937.15
A 2110.450-03-3900	INST SUPPLY-MATH	1,400.00	-1,400.00	0.00	0.00	0.00	0.00
A 2110.450-03-4000	INST SUPPLY-MUSIC	1,000.00	500.00	1,500.00	1,339.20	160.80	0.00
A 2110.450-03-4100	INST SUPPLY-PHYS ED	400.00	260.00	660.00	659.54	0.00	0.46
A 2110.450-03-4300	INST SUPPLY-SCIENCE	1,000.00	0.00	1,000.00	857.10	29.00	113.90
A 2110.450-03-4400	INST SUPPLY-SOCIAL STUDY	600.00	0.00	600.00	587.05	0.00	12.95
A 2110.450-03-4700	INST SUPPLY-GENERAL	5,000.00	0.00	5,000.00	4,353.19	440.65	206.16
A 2110.473-00-0000	Charter School Tuition	0.00	28,114.00	28,114.00	28,114.00	0.00	0.00

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<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	24,248.28	0.00	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	-53,596.00	821,404.00	594,699.21	130,800.79	95,904.00
2110	TEACHING-REGULAR SCHOOL	*	4,164,201.00	28,731.13	4,192,932.13	2,953,166.13	149,670.66	1,090,095.34
21	New York State Income Tax	**	4,164,201.00	28,731.13	4,192,932.13	2,953,166.13	149,670.66	1,090,095.34
<u>A 2250.150-00-0000</u>	INSTRUCTIONAL SALARIES		630,087.00	-53,050.00	577,037.00	400,740.05	0.00	176,296.95
<u>A 2250.160-00-0000</u>	NON INSTRUCT SALARIES		125,615.00	0.00	125,615.00	118,581.81	0.00	7,033.19
<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	13,766.98	1,761.02	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	411,736.68	175,271.90	-180,839.38
<u>A 2250.490-00-0000</u>	BOCES SERVICES		1,725,088.00	0.00	1,725,088.00	1,687,972.30	37,115.70	0.00
2250	PROGRAMS-STUDENTS W/ DISABIL	*	2,701,540.00	154,274.20	2,855,814.20	2,633,691.19	214,170.39	7,952.62
<u>A 2280.150-00-0000</u>	INSTRUCTIONAL SALARIES		104,786.00	0.00	104,786.00	92,781.56	0.00	12,004.44
<u>A 2280.490-00-0000</u>	BOCES SERVICES		255,785.00	99,487.00	355,272.00	319,744.80	35,527.20	0.00
2280	OCCUPATIONAL EDUCATION	*	360,571.00	99,487.00	460,058.00	412,526.36	35,527.20	12,004.44
22	Federal Income Tax	**	3,062,111.00	253,761.20	3,315,872.20	3,046,217.55	249,697.59	19,957.06
<u>A 2330.490-00-0000</u>	BOCES-SPECIAL SCHOOL		65,955.00	0.00	65,955.00	56,659.50	6,295.50	3,000.00
2330	TEACHING-SPECIAL SCHOOLS	*	65,955.00	0.00	65,955.00	56,659.50	6,295.50	3,000.00
23	Income Executions	**	65,955.00	0.00	65,955.00	56,659.50	6,295.50	3,000.00
<u>A 2610.150-00-0000</u>	INSTRUCTIONAL SALARIES		85,399.00	0.00	85,399.00	61,994.15	0.00	23,404.85
<u>A 2610.160-00-0000</u>	NON INSTRUCT SALARIES		31,000.00	0.00	31,000.00	22,490.06	0.00	8,509.94
<u>A 2610.460-00-0000</u>	STATE AIDED LIBRARY MATERIALS		3,412.00	3,000.00	6,412.00	5,610.93	28.98	772.09
<u>A 2610.490-00-0000</u>	BOCES SERVICES		45,000.00	0.00	45,000.00	36,302.22	5,697.78	3,000.00
2610	SCHOOL LIBRARY & AUDIOVISUAL	*	164,811.00	3,000.00	167,811.00	126,397.36	5,726.76	35,686.88

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2630.220-00-0000	STATE AIDED EQUIPMENT		9,509.00	15,602.20	25,111.20	24,861.97	204.04	45.19
A 2630.450-00-0000	SUPPLIES		7,291.00	-3,723.00	3,568.00	2,791.51	590.50	185.99
A 2630.460-00-0000	STATE AIDED SOFTWARE		8,180.00	350.00	8,530.00	8,401.00	0.00	129.00
A 2630.490-00-0000	BOCES		665,340.00	-1,000.00	664,340.00	616,787.19	33,212.81	14,340.00
2630	COMPUTER ASSISTED INSTRUCTION	*	690,320.00	11,229.20	701,549.20	652,841.67	34,007.35	14,700.18
26	Social Security Tax	**	855,131.00	14,229.20	869,360.20	779,239.03	39,734.11	50,387.06
A 2810.150-00-0000	INSTRUCTIONAL SALARIES		101,290.00	0.00	101,290.00	55,620.24	0.00	45,669.76
A 2810.160-00-0000	NON INSTRUCT SALARIES		35,500.00	0.00	35,500.00	20,956.16	0.00	14,543.84
A 2810.404-00-0000	CONFERENCE FEES		500.00	-65.00	435.00	0.00	0.00	435.00
A 2810.450-00-0000	INTRUCTIONAL SUPPLIES		2,650.00	445.00	3,095.00	3,093.98	0.00	1.02
A 2810.490-00-0000	BOCES SERVICES		82,000.00	18,390.00	100,390.00	90,350.73	10,039.27	0.00
2810	GUIDANCE-REGULAR SCHOOL	*	221,940.00	18,770.00	240,710.00	170,021.11	10,039.27	60,649.62
A 2815.160-00-0000	NON INSTRUCT SALARIES		50,000.00	0.00	50,000.00	46,522.91	0.00	3,477.09
A 2815.400-00-0000	CONTRACTUAL		2,000.00	0.00	2,000.00	1,703.92	0.00	296.08
A 2815.405-02-0000	PRINTING-ELEMENTARY		1,500.00	-1,500.00	0.00	0.00	0.00	0.00
A 2815.405-03-0000	PRINTING-HIGH SCHOOL		3,000.00	-3,000.00	0.00	0.00	0.00	0.00
A 2815.450-02-0000	OFFICE SUPPLIES-ELEM		0.00	1,885.00	1,885.00	348.53	36.38	1,500.09
A 2815.450-03-0000	OFFICE SUPPLIES-H.S.		0.00	3,000.00	3,000.00	625.81	0.00	2,374.19
A 2815.490-00-0000	BOCES SERVICES		24,500.00	0.00	24,500.00	15,842.75	0.00	8,657.25
2815	HEALTH SERVICES-REGULAR SCHOOL	*	81,000.00	385.00	81,385.00	65,043.92	36.38	16,304.70
A 2820.490-00-0000	BOCES SERVICES		54,000.00	0.00	54,000.00	37,911.60	12,088.40	4,000.00
2820	PSYCHOLOGICAL SRVC-REG SCHOOL	*	54,000.00	0.00	54,000.00	37,911.60	12,088.40	4,000.00
A 2825.150-00-0000	SOCIAL WORKER		55,022.00	0.00	55,022.00	38,916.37	0.00	16,105.63
2825	SOCIAL WORK SRVC-REG SCHOOL	*	55,022.00	0.00	55,022.00	38,916.37	0.00	16,105.63
A 2830.400-00-0000	SRO OFFICER		45,000.00	1,940.00	46,940.00	46,602.70	0.00	337.30
2830	PUPIL PERSONNEL SRVC-SPEC SCHL	*	45,000.00	1,940.00	46,940.00	46,602.70	0.00	337.30
A 2850.150-00-0000	INSTRUCTIONAL SALARIES		97,525.00	0.00	97,525.00	62,104.00	0.00	35,421.00
A 2850.160-00-0000	NON INSTRUCT SALARIES		0.00	4,500.00	4,500.00	0.00	0.00	4,500.00
A 2850.400-00-0000	CONTRACTUAL		1,000.00	265.00	1,265.00	1,346.50	0.00	-81.50
A 2850.450-00-0000	SUPPLIES		1,000.00	0.00	1,000.00	960.05	0.00	39.95
2850	CO-CURRICULAR ACTIV-REG SCHL	*	99,525.00	4,765.00	104,290.00	64,410.55	0.00	39,879.45
A 2855.150-00-0000	INSTRUCTIONAL SALARIES		152,650.00	0.00	152,650.00	93,249.80	0.00	59,400.20
A 2855.160-00-0000	NON INSTRUCT SALARIES		5,235.00	8,500.00	13,735.00	11,905.00	0.00	1,830.00

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A 2855.400-00-0000	CONTRACTUAL		10,000.00	0.00	10,000.00	3,397.95	0.00	6,602.05
A 2855.403-00-0000	TRAVEL-MILEAGE		500.00	2,116.00	2,616.00	1,993.65	0.00	622.35
A 2855.409-00-0000	DUES		5,000.00	0.00	5,000.00	2,450.00	0.00	2,550.00
A 2855.410-00-0000	RENTAL		5,000.00	0.00	5,000.00	1,387.75	712.25	2,900.00
A 2855.411-00-0000	OFFICIALS		35,000.00	0.00	35,000.00	33,245.22	0.00	1,754.78
A 2855.413-00-0000	TOURNAMENT FEES		5,000.00	0.00	5,000.00	6,090.15	0.00	-1,090.15
A 2855.450-00-0000	INSTRUCT. SUPPLIES		28,000.00	0.00	28,000.00	25,611.13	1,942.95	445.92
A 2855.450-00-0014	UNIFORMS		12,600.00	1,151.60	13,751.60	13,491.25	259.80	0.55
2855	INTERSCHOL ATHLETICS-REG SCHL	*	258,985.00	11,767.60	270,752.60	192,821.90	2,915.00	75,015.70
28	New York City Income Tax	**	815,472.00	37,627.60	853,099.60	615,728.15	25,079.05	212,292.40
2		***	9,387,205.00	345,913.33	9,733,118.33	7,829,806.70	485,286.84	1,418,024.79
A 5510.160-00-0000	NON INSTRUCT SALARIES		291,415.00	0.00	291,415.00	240,248.94	0.00	51,166.06
A 5510.161-00-0000	NON INSTRUCT SALARIES		85,000.00	0.00	85,000.00	80,937.97	0.00	4,062.03
A 5510.210-00-0000	NEW BUSES		145,995.00	6,261.00	152,256.00	145,994.49	0.00	6,261.51
A 5510.400-00-0000	CONTRACTUAL		9,800.00	-2,636.00	7,164.00	3,676.28	200.19	3,287.53
A 5510.414-00-0000	INSURANCE		26,500.00	136.00	26,636.00	26,636.00	0.00	0.00
A 5510.450-00-0000	BUS REPAIR SUPPLIES		15,000.00	8,100.00	23,100.00	19,372.99	3,140.66	586.35
A 5510.450-00-0509	DIESEL		50,000.00	3,066.49	53,066.49	25,975.38	6,158.51	20,932.60
A 5510.450-00-0515	TOOLS		0.00	0.00	0.00	55.73	0.00	-55.73
A 5510.490-00-0000	BOCES SERVICES		2,000.00	0.00	2,000.00	900.00	1,100.00	0.00
5510	DISTRICT TRANSPORT-MEDICAID	*	625,710.00	14,927.49	640,637.49	543,797.78	10,599.36	86,240.35
A 5530.414-00-0000	INSURANCE		9,500.00	0.00	9,500.00	9,500.00	0.00	0.00
A 5530.416-00-0000	NATURAL GAS		16,850.00	654.00	17,504.00	14,586.00	2,917.20	0.80
A 5530.417-00-0000	ELECTRICITY		25,000.00	-700.00	24,300.00	12,513.34	2,319.09	9,467.57
A 5530.418-00-0000	WATER		10,000.00	5,000.04	15,000.04	7,333.26	6,666.70	1,000.08
A 5530.450-00-0515	SUPPLIES&MATERIALS		1,000.00	2,450.00	3,450.00	1,886.42	1,517.06	46.52
A 5530.450-00-0516	TOOLS-MECHANICS		100.00	0.00	100.00	100.00	0.00	0.00
5530	GARAGE BUILDING	*	62,450.00	7,404.04	69,854.04	45,919.02	13,420.05	10,514.97
55		**	688,160.00	22,331.53	710,491.53	589,716.80	24,019.41	96,755.32
5		***	688,160.00	22,331.53	710,491.53	589,716.80	24,019.41	96,755.32
A 9010.800-00-0000	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
A 9020.800-00-0000	TEACHER RETIREMENT		615,888.00	0.00	615,888.00	7,869.73	0.00	608,018.27

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 5/31/2024



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
9020	TEACHERS' RETIREMENT	*	615,888.00	0.00	615,888.00	7,869.73	0.00	608,018.27
A 9030.800-00-0000	SOCIAL SECURITY		514,547.00	0.00	514,547.00	347,630.30	0.00	166,916.70
9030	SOCIAL SECURITY	*	514,547.00	0.00	514,547.00	347,630.30	0.00	166,916.70
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	-1,700.00	8,300.00	0.00	5,000.00	3,300.00
9050	UNEMPLOYMENT INSURANCE	*	10,000.00	-1,700.00	8,300.00	0.00	5,000.00	3,300.00
A 9055.800-00-0000	DISABILITY INSURANCE		1,800.00	154.70	1,954.70	1,192.32	227.75	534.63
9055	DISABILITY INSURANCE	*	1,800.00	154.70	1,954.70	1,192.32	227.75	534.63
A 9060.800-00-0000	HEALTH INSURANCE		1,974,509.00	-33,689.00	1,940,820.00	1,555,727.34	0.00	385,092.66
9060	HOSPITAL, MEDICAL & DENTAL INS	*	1,974,509.00	-33,689.00	1,940,820.00	1,555,727.34	0.00	385,092.66
90		**	3,456,931.00	-36,951.30	3,419,979.70	2,072,573.69	5,227.75	1,342,178.26
A 9711.600-00-0000	SERIAL BOND-PRINCIPAL-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	74,215.98	0.00	555.02
A 9789.700-00-0000	OTHER DEBT-EPC INTEREST		0.00	61,013.00	61,013.00	41,566.88	0.00	19,446.12
9789	Other Debt (Specify)	*	0.00	135,784.00	135,784.00	115,782.86	0.00	20,001.14
97	Endowment, Scholarship and Gift Fund	**	1,081,608.00	0.00	1,081,608.00	173,694.86	0.00	907,913.14
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	-36,951.30	4,614,937.70	2,359,618.55	5,227.75	2,250,091.40
Fund ATotals:			16,415,975.00	472,572.21	16,888,547.21	12,231,723.00	640,742.63	4,016,081.58
Grand Totals:			16,415,975.00	472,572.21	16,888,547.21	12,231,723.00	640,742.63	4,016,081.58

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

For the period

FROM: 05/01/24 TO: May 31, 2024

Total available balance as reported at the end of preceding period \$19,156.96

RECEIPTS DURING MONTH

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

Date	Source	Amount
MAY 31	Interest	15.97

Total Receipts 15.97

Total Receipts, including balance \$19,172.93

DISBURSEMENTS MADE DURING MONTH

BY CHECK

From Check No. 2076 To Check No 2076 3,569.30

BY DEBIT CHARGE

(Total amount of checks issued and debit charges) \$3,569.30

Cash Balance as shown by records \$15,603.63

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month 15,603.63

Less total of outstanding checks 0.00

Net balance in bank 15,603.63

Amount of deposits in transit

Total available balance \$15,603.63

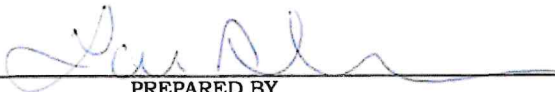
(Must agree with Cash Balance above if there is a true reconciliation)

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 5/31/2024



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

Ending Bank Balance:		15,603.63
Outstanding Checks (See listing below):	-	0.00
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance:	15,603.63
Cash Account Balance:	15,603.63

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: 05/01/24 TO: May 31, 2024

Total available balance as reported at the end of preceding period \$30,555.78

RECEIPTS DURING MONTH

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

Date	Source	Amount
MAY 31	Interest	90.96
Total Receipts		90.96
Total Receipts, including balance		\$30,646.74

DISBURSEMENTS MADE DURING MONTH

BY CHECK

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

BY DEBIT CHARGE

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

Cash Balance as shown by records	<u>\$30,646.74</u>
----------------------------------	--------------------

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	30,646.74	
Less total of outstanding checks	0.00	
Net balance in bank	30,646.74	
Amount of Transfers in transit	0.00	
Total available balance		<u>\$30,646.74</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 - 5/31/2024



Account	Description	Debits	Credits
C 200	CASH IN CHECKING	15,603.63	0.00
C 201	CASH IN TIME DEPOSITS	30,646.74	0.00
C 210	PETTY CASH	20.00	0.00
C 522	EXPENDITURES	32,123.70	0.00
C 911	UNAPPROPRIATED FUND BALANCE	0.00	58,008.35
C 980	REVENUES	0.00	20,385.72
C Fund Totals:		78,394.07	78,394.07
Grand Totals:		78,394.07	78,394.07

NEW YORK MILLS UFSD

Revenue Status Report By Function From 7/1/2023 To 5/31/2024



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
C 2401	INTEREST AND EARNINGS	0.00	0.00	0.00	1,231.54	-1,231.54
C 2770	MISCELLANEOUS REVENUE	0.00	0.00	0.00	19,154.18	-19,154.18
	C Totals:	0.00	0.00	0.00	20,385.72	-20,385.72
	Grand Totals:	0.00	0.00	0.00	20,385.72	-20,385.72

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

For the period

FROM: 05/01/24 TO: May 31, 2024

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)

Date	Source	Amount	
MAY 6	Transfers from General for Payroll	261,680.50	
MAY 20	Transfers from General for Payroll	247,559.89	
Total Receipts			\$509,240.39
Total Receipts, including balance			\$509,240.39

DISBURSEMENTS MADE DURING MONTH

BY DEBIT CHARGE	Transfers for Payroll Checks and Direct Deposits	360,303.24	
	Federal Taxes	115,463.71	
	State Taxes	20,725.81	
	OMNI	10,600.48	
	May ERS	2,147.15	
(Total amount of checks issued and debit charges)			509,240.39
Cash Balance as shown by records			<u>\$0.00</u>

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month

 -

 -

Amount of transfers in transit

Total available balance

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

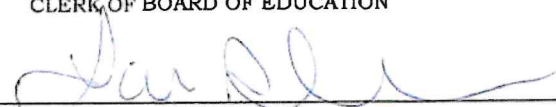
\$0.00

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: 05/01/24 TO: May 31, 2024

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
MAY 7	Net Payroll	186,585.48
21	Net Payroll	173,717.76

Total Receipts 360,303.24

Total Receipts, including balance 360,303.24

DISBURSEMENTS MADE DURING MONTH

BY CHECK
 From Check No. 95150 To Check No. 95452 34,437.80

BY DEBIT CHARGE Direct Deposits 325,865.44

(Total amount of checks issued and debit charges) 360,303.24

Cash Balance as shown by records 360,303.24

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	2,722.40
Less total of outstanding checks (See attached Nvision report)	2,722.40
Returned Direct Deposit	
Net balance in bank	-

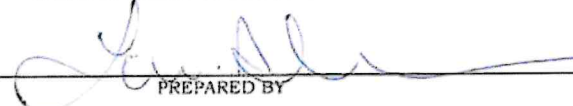
Total available balance 360,303.24
(Must agree with Cash Balance above if there is a true reconciliation)

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 5/31/2024



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

Ending Bank Balance:		2,722.40
Outstanding Checks (See listing below):	-	2,722.40
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00
<hr/>		
Adjusted Ending Bank Balance:		0.00
Cash Account Balance:		0.00

Outstanding Check Listing

Check Date	Check Number	Payee	Amount
07/01/2022	90187	MARY CLEMENTS	1,146.44
01/06/2023	91396	MARY CLEMENTS	1,173.33
05/24/2024	95304	Micayla Alvarez	277.05
05/24/2024	95410	AUDREY E. FOOTE	99.73
05/24/2024	95411	AUDREY E. FOOTE	25.85
<hr/>			
Outstanding Check Total:			2,722.40

 Prepared By

 Approved By

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

For the period

FROM: 05/01/24 TO: May 31, 2024

Total available balance as reported at the end of preceding period \$102,378.71

RECEIPTS DURING MONTH

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

Date	Source	Amount
MAY 31	Interest	73.78
Total Receipts		\$73.78
Total Receipts, including balance		\$102,452.49

DISBURSEMENTS MADE DURING MONTH

BY CHECK				
From Check No.	2188	To Check No.	2188	1,090.00
BY DEBIT CHARGE				
	Due to General			14,600.00
	Due to Debt Service			907.80
(Total amount of checks issued and debit charges)				\$16,597.80
Cash Balance as shown by records				<u>\$85,854.69</u>

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	86,944.69
Less total of outstanding checks	(1,090.00)
Net balance in bank	85,854.69
Total available balance	<u>\$85,854.69</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 5/31/2024



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

Ending Bank Balance:		86,944.69
Outstanding Checks (See listing below):	-	1,090.00
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance:	85,854.69
Cash Account Balance:	85,854.69

Outstanding Check Listing

Check Date	Check Number	Payee	Amount
05/31/2024	2188	TEITSCH-KENT-FAY ARCHITECTS, P.C.	1,090.00
Outstanding Check Total:			1,090.00

Prepared By

Approved By

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2023 - 5/31/2024



Account	Description	Debits	Credits
H 002600	ACCOUNTS PAYABLE - ENERGY PERFORMANCE	0.00	0.50
H 200	CASH IN CHECKING	36,000.50	0.00
H 521	ENCUMBRANCES	1,120.00	0.00
H 522	EXPENDITURES	377,805.54	0.00
H 630	DUE TO OTHER FUNDS	0.00	158.69
H 821	RESERVE FOR ENCUMBRANCES	0.00	1,120.00
H 911	UNAPPROPRIATED FUND BALANCE	0.00	213,646.85
H 980	REVENUES	0.00	200,000.00
H Fund Totals:		414,926.04	414,926.04
H5003 200	CASH BUS GARAGE EMERGENCY	49,854.19	0.00
H5003 522	Expenditures	100,000.00	0.00
H5003 909	Fund Balance, Unreserved	0.00	149,854.19
H5003 Fund Totals:		149,854.19	149,854.19
Grand Totals:		564,780.23	564,780.23

NEW YORK MILLS UFSD

Revenue Status Report By Function From 7/1/2023 To 5/31/2024



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
<u>H 5031.A</u>	INTERFUND TRANSFERS FROM CAPITAL H5003	0.00	0.00	0.00	100,000.00	-100,000.00
	H Totals:	0.00	0.00	0.00	200,000.00	-200,000.00
	Grand Totals:	0.00	0.00	0.00	200,000.00	-200,000.00

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 5/31/2024



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
H 0002.016-240	EPC CONTRACTUAL	0.00	0.00	0.00	355,735.60	0.00	-355,735.60
H 0002.019-240	CAPITAL OUTLAY 2023/24 CONTRACTUAL	0.00	0.00	0.00	79.94	0.00	-79.94
H 0002.019-245	CAPITAL OUTLAY 2023/24 ARCHITECT	0.00	0.00	0.00	11,990.00	1,120.00	-13,110.00
H 0002.020-245	23 CAPITAL PROJECT ARCHITECT	0.00	0.00	0.00	10,000.00	0.00	-10,000.00
0002	*	0.00	0.00	0.00	377,805.54	1,120.00	-378,925.54
00	**	0.00	0.00	0.00	377,805.54	1,120.00	-378,925.54
0	***	0.00	0.00	0.00	377,805.54	1,120.00	-378,925.54
Fund HTotals:		0.00	0.00	0.00	377,805.54	1,120.00	-378,925.54
H5003 9901.000	INTERFUND TRANSFER TO CAPITAL H	0.00	0.00	0.00	100,000.00	0.00	-100,000.00
9901	*	0.00	0.00	0.00	100,000.00	0.00	-100,000.00
99	**	0.00	0.00	0.00	100,000.00	0.00	-100,000.00
9	***	0.00	0.00	0.00	100,000.00	0.00	-100,000.00
Fund H5003Totals:		0.00	0.00	0.00	100,000.00	0.00	-100,000.00
Grand Totals:		0.00	0.00	0.00	477,805.54	1,120.00	-478,925.54

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

For the period

FROM: 05/01/24 TO: May 31, 2024

Total available balance as reported at the end of preceding period \$1,393,211.84

RECEIPTS DURING MONTH

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

Date	Source	Amount
MAY 31	Interest	4,150.13
1	Due from Capital	907.80

Total Receipts \$5,057.93

Total Receipts, including balance \$1,398,269.77

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 \$1,398,269.77

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	1,398,269.77
Less total of outstanding checks	
Net balance in bank	1,398,269.77
Amount of transfers in transit	
Total available balance	<u>\$1,398,269.77</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 THE BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT

PREPARED BY

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2023 - 5/31/2024



Account	Description	Debits	Credits	Balance
V 200	CASH IN CHECKING	907.80	0.00	907.80
V 231	CASH IN TIME-SPECIAL RESERVES	1,397,361.97	0.00	1,397,361.97
V 391	DUE FROM OTHER FUNDS	1,066.49	907.80	158.69
V 911	UNAPPROPRIATED FUND BALANCE	0.00	1,354,067.24	1,354,067.24 CR
V 980	REVENUES	0.00	44,361.22	44,361.22 CR
V Fund Totals:		1,399,336.26	1,399,336.26	0.00
Grand Totals:		1,399,336.26	1,399,336.26	0.00

NEW YORK MILLS UFSD

Revenue Status Report By Function From 7/1/2023 To 5/31/2024



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<u>V 2401</u>	INTERST AND EARNINGS	0.00	0.00	0.00	44,361.22	-44,361.22
	V Totals:	0.00	0.00	0.00	44,361.22	-44,361.22
	Grand Totals:	0.00	0.00	0.00	44,361.22	-44,361.22

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

For the period

FROM: 05/01/24 TO: May 31, 2024

Total available balance as reported at the end of preceding period \$295,298.40

RECEIPTS DURING MONTH

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

Date	Source	Amount
MAY 31	Interest	290.88
1	Due from General Fund	60,351.17

Total Receipts \$60,642.05

Total Receipts, including balance \$355,940.45

DISBURSEMENTS MADE DURING MONTH

BY CHECK

From Check No. To Check No.

BY DEBIT CHARGE	Payroll 5/10	10,734.31
	Payroll 5/24	10,734.31

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

Cash Balance as shown by records \$334,471.83

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month 334,471.83

Less total of outstanding checks 0.00

Net balance in bank 334,471.83

Reconciling Items:

Total available balance \$334,471.83

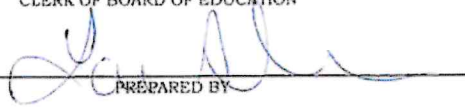
(Must agree with Cash Balance above if there is a true reconciliation)

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 - 5/31/2024



Account	Description	Debits	Credits	Balance
F014 200	CASH TITLE I D 23/24	162,199.00	0.00	162,199.00
F022 200	CASH - TITLE I PT A 21/22	706,808.91	451,998.17	254,810.74
F023 200	CASH - TITLE I PART A 22/23	19,433.00	19,432.52	0.48
F024 200	CASH TITLE I A 23/24	74,241.00	102,141.45	27,900.45 CR
F034 200	CASH - IDEA PART B, SEC #611 23/24	78,779.00	112,494.44	33,715.44 CR
F044 200	CASH TITLE IIA 23/24	3,279.00	0.00	3,279.00
F054 200	CASH IDEA PART B, SEC #619 23/24	337.00	912.70	575.70 CR
F074 200	CASH TITLE IV 23/24	2,018.00	4,371.73	2,353.73 CR
F084 200	CASH 23/24 SUMMER DISAB PGM #4408	85,402.78	106,674.85	21,272.07 CR
200 Totals:		1,132,497.69	798,025.86	334,471.83
F014 510	ESTIMATED REVENUE	210,999.00	0.00	210,999.00
F024 510	ESTIMATED REVENUE	118,709.00	0.00	118,709.00
F034 510	ESTIMATED REVENUE	153,898.00	0.00	153,898.00
F044 510	ESTIMATED REVENUE	16,399.00	0.00	16,399.00
F054 510	ESTIMATED REVENUE	1,685.00	0.00	1,685.00
F074 510	ESTIMATED REVENUE	10,000.00	0.00	10,000.00
F084 510	ESTIMATED REVENUE	106,337.00	0.00	106,337.00
510 Totals:		618,027.00	0.00	618,027.00
F024 522	EXPENDITURES	102,141.45	0.00	102,141.45
F034 522	EXPENDITURES - IDEA PART B, SEC #611	112,494.44	0.00	112,494.44
F054 522	EXPENDITURES - IDEA PART B, SEC #619	912.70	0.00	912.70
F074 522	EXPENDITURES	4,353.73	0.00	4,353.73
F084 522	EXPENDITURES	106,674.85	339.20	106,335.65
522 Totals:		326,577.17	339.20	326,237.97
F022 630	DUE TO OTHER FUNDS - TITLE I PT A	400,000.00	654,810.74	254,810.74 CR
F023 630	DUE TO OTHER FUNDS	0.00	0.48	0.48 CR
630 Totals:		400,000.00	654,811.22	-254,811.22
F014 960	APPROPRIATIONS	0.00	210,999.00	210,999.00 CR
F024 960	APPROPRIATIONS	0.00	118,709.00	118,709.00 CR
F034 960	EST APPROPRIATIONS - IDEA PART B, SEC #611	0.00	153,898.00	153,898.00 CR
F044 960	APPROPRIATIONS	0.00	16,399.00	16,399.00 CR
F054 960	EST APPROPRIATIONS - IDEA PART B, SEC #619	0.00	1,685.00	1,685.00 CR
F074 960	APPROPRIATIONS	0.00	10,000.00	10,000.00 CR
F084 960	APPROPRIATIONS	0.00	106,337.00	106,337.00 CR
960 Totals:		0.00	618,027.00	-618,027.00
F014 980	REVENUES	0.00	162,199.00	162,199.00 CR
F024 980	REVENUES	0.00	74,241.00	74,241.00 CR
F034 980	REVENUES - IDEA PART B, SEC #611	0.00	78,779.00	78,779.00 CR
F044 980	REVENUES	0.00	3,279.00	3,279.00 CR
F054 980	REVENUES - IDEA PART B, SEC #619	0.00	337.00	337.00 CR
F074 980	REVENUES	0.00	2,000.00	2,000.00 CR
F084 980	REVENUES	0.00	85,063.58	85,063.58 CR
980 Totals:		0.00	405,898.58	-405,898.58
Grand Totals:		2,477,101.86	2,477,101.86	0.00

NEW YORK MILLS UFSD

Revenue Status Report By Function From 7/1/2023 To 5/31/2024



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<u>F014 4289</u>	TITLE I-Part D 23/24	210,999.00	0.00	210,999.00	162,199.00	48,800.00
	F014 Totals:	210,999.00	0.00	210,999.00	162,199.00	48,800.00
<u>F024 4126</u>	TITLE I-Part A 23/24	118,709.00	0.00	118,709.00	74,241.00	44,468.00
	F024 Totals:	118,709.00	0.00	118,709.00	74,241.00	44,468.00
<u>F034 4256</u>	SECTION #611 23/24	153,898.00	0.00	153,898.00	78,779.00	75,119.00
	F034 Totals:	153,898.00	0.00	153,898.00	78,779.00	75,119.00
<u>F044 4289</u>	TITLE IIA 23/24	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 23/24	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 4289</u>	TITLE IV 23/24	10,000.00	0.00	10,000.00	2,000.00	8,000.00
	F074 Totals:	10,000.00	0.00	10,000.00	2,000.00	8,000.00
<u>F084 3289</u>	SSH#4408-State Aid 23/24	92,987.00	0.00	92,987.00	71,713.58	21,273.42
<u>F084 5031</u>	SSH#4408-Interfund Transfers 23/24	13,350.00	0.00	13,350.00	13,350.00	0.00
	F084 Totals:	106,337.00	0.00	106,337.00	85,063.58	21,273.42
	Grand Totals:	618,027.00	0.00	618,027.00	405,898.58	212,128.42

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 5/31/2024



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>F014 2110.150</u>	INSTRUCTIONAL SALARIES TITLE ID 23/24	124,768.00	0.00	124,768.00	0.00	0.00	124,768.00
<u>F014 2110.160</u>	NONINSTRUCTIONAL SALARIES TITLE ID 23/24	47,918.00	0.00	47,918.00	0.00	0.00	47,918.00
<u>F014 2110.800</u>	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
<u>F024 2110.150</u>	INSTRUCTIONAL SALARIES-TITLE I-A 23/24	117,962.00	0.00	117,962.00	101,394.45	0.00	16,567.55
<u>F024 2110.450</u>	SUPPLIES & MATERIALS	747.00	0.00	747.00	747.00	0.00	0.00
	Fund F024Totals:	118,709.00	0.00	118,709.00	102,141.45	0.00	16,567.55
<u>F034 2250.150</u>	INSTRUCTIONAL SALARIES-SECTION #611 23/24	140,339.00	0.00	140,339.00	102,557.44	0.00	37,781.56
<u>F034 2250.400</u>	PURCHASES SERVICES	13,280.00	0.00	13,280.00	9,658.00	0.00	3,622.00
<u>F034 2250.450</u>	SUPPLIES & MATERIALS	279.00	0.00	279.00	279.00	0.00	0.00
	Fund F034Totals:	153,898.00	0.00	153,898.00	112,494.44	0.00	41,403.56
<u>F044 2110.400</u>	CONTRACTUAL TITLE IIA 23/24	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
<u>F054 2250.400</u>	PURCHASE SERVICES - IDEA PART B, SEC #619 23/24	1,371.00	0.00	1,371.00	623.00	0.00	748.00
<u>F054 2250.450</u>	SUPPLIES - IDEA PART B, SEC #619 23/24	314.00	0.00	314.00	289.70	0.00	24.30
	Fund F054Totals:	1,685.00	0.00	1,685.00	912.70	0.00	772.30
<u>F074 2110.160</u>	NON INST SALARIES TITLE IA	3,080.00	0.00	3,080.00	2,558.73	0.00	521.27
<u>F074 2110.400</u>	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	4,353.73	0.00	5,646.27
<u>F084 2253.472</u>	TUITION-SSH#4408 23/24	88,361.00	0.00	88,361.00	88,361.00	0.00	0.00
<u>F084 5510.160</u>	NONINSTRUCTIONAL SALARIES #4408 23/24	7,043.00	0.00	7,043.00	0.00	0.00	7,043.00
<u>F084 5511.160</u>	NONINSTRUCTIONAL SAL 4408 23/24	0.00	0.00	0.00	7,042.05	0.00	-7,042.05
<u>F084 5511.400</u>	CONTRACTUAL SUMMER DISAB 23/24 #4408	10,933.00	0.00	10,933.00	10,932.60	0.00	0.40
	Fund F084Totals:	106,337.00	0.00	106,337.00	106,335.65	0.00	1.35

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2023 To 5/31/2024



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
	Grand Totals:	618,027.00	0.00	618,027.00	326,237.97	0.00	291,789.03

**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	2,107.72	2,113.59	2,119.87	2,125.98	2,132.31	2,132.31	2,132.31
HERTHUM FUND	R	5,593.70	5,607.97	5,624.20	5,640.40	5,657.19	5,673.49	5,690.41	5,707.35	5,723.24	5,740.25	5,756.79	5,773.93	5,773.93	5,773.93
KIWANIS CLUB	H	3,949.17	3,959.24	3,970.70	3,982.14	3,993.99	4,005.50	4,017.44	4,029.40	4,040.62	4,052.63	4,064.30	4,076.40	4,076.40	4,076.40
MIGA MENTORING	M	2,345.13	2,351.11	2,357.92	2,364.71	2,371.75	2,378.58	2,385.67	2,392.77	2,399.43	2,006.56	2,012.34	2,018.33	2,018.33	2,018.33
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	6,196.15	6,213.40	6,231.87	6,249.82	6,268.43	6,268.43	6,268.43
ETUDES	X	6.81	6.83	6.85	6.87	6.89	6.91	6.93	6.95	6.97	6.99	7.01	7.03	7.03	7.03
KARUZAS	Y	25,339.81	25,404.45	25,477.98	25,551.37	25,627.43	25,701.25	25,777.89	25,854.63	25,926.63	26,003.68	26,078.59	26,156.22	26,156.22	26,156.22
LAVIER	TL	474.12	475.33	476.71	478.09	479.51	480.90	582.33	584.06	585.69	587.43	589.12	590.87	590.87	590.87
		45,847.25	45,964.21	46,097.25	46,230.04	46,367.66	46,501.23	46,739.89	46,879.03	47,009.57	46,749.28	46,883.95	47,023.52	47,023.52	47,023.52

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	6.26	5.87	6.28	6.11	6.33	-	66.57
HERTHUM FUND	R	0.00	14.27	16.23	16.20	16.79	16.30	16.92	16.94	15.89	17.01	16.54	17.14	-	180.23
KIWANIS CLUB	H	0.00	10.07	11.46	11.44	11.85	11.51	11.94	11.96	11.22	12.01	11.67	12.10	-	127.23
MIGA MENTORING	M	0.00	5.98	6.81	6.79	7.04	6.83	7.09	7.10	6.66	7.13	5.78	5.99	-	73.20
D & G HERTHUM	DGH	0.00	15.49	17.62	17.59	18.23	17.69	18.37	18.39	17.25	18.47	17.95	18.61	-	195.66
ETUDES	X	0.00	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	-	0.22
KARUZAS	Y	0.00	64.64	73.53	73.39	76.06	73.82	76.64	76.74	72.00	77.05	74.91	77.63	-	816.41
LAVIER	TL	0.00	1.21	1.38	1.38	1.42	1.39	1.43	1.73	1.63	1.74	1.69	1.75	-	16.75
INTEREST			116.96	133.04	132.79	137.62	133.57	138.66	139.14	130.54	139.71	134.67	139.57	-	1,476.27
		0.00	116.96	133.04	132.79	137.62	133.57	138.66	139.14	130.54	139.71	134.67	139.57	0.00	1,476.27

INTEREST JOURNAL ENTRY

		TE201	139.57	
BEEKMAN	TE2401	TE092A		6.33
HERTHUM FUND		TE092R		17.14
KIWANIS		TE092H		12.10
MIGA		TE092M		5.99
D&G HERTHUM		TE092DGH		18.61
ETUDES		TE092X		0.02
KARUZAS		TE092Y		77.63
LAVIER		TE092TL		1.75
				139.57

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2023 - 6/30/2024



Account	Description	Debits	Credits
TE 092A	BEEKMAN SCHOLARSHIP	0.00	132.31
TE 092DGH	DONNA & GEORGE HERTHUM	0.00	6,268.43
TE 092H	KIWANIS CLUB SCHOLARSHIP	0.00	256.40
TE 092M	MIGA MENTORING	0.00	2,018.33
TE 092R	HERTHUM FUND & COMMUNITY FOUNDATION	0.00	773.93
TE 092TL	TIMOTHY LAVIER SCHOLARSHIP	0.00	590.87
TE 092X	ETUDES MUSIC CLUB	0.00	7.03
TE 092Y	KARUZAS SCHOLARSHIP	0.00	26,156.22
TE 201	EXPENDABLE TRUST SAVINGS	36,203.52	0.00
TE Fund Totals:		36,203.52	36,203.52
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:		47,023.52	47,023.52

3.2 a Budget Transfer



NEW YORK MILLS UNION FREE SCHOOL DISTRICT

2024 – 2025 Budget Transfers in Excess of \$5,000

Account	Description	Debit (out)	Credit (in)
A 1480.490-00-0000	BOCES Information Specialist	0.00	40,100.00
A 1670.490-01-0000	BOCES Print Ink	0.00	7,000.00
A 2110.140-00-0000	Substitute Services	0.00	8,100.00
A 2250.490-00-0000	BOCES Special GO Tuitions	0.00	178,000.00
A 2630.490-00-0000	BOCES Technology	0.00	56,000.00
A 9089.800-00-0000	Retirement Benefits	0.00	24,075.00
A 1420.408-00-0000	Attorney Services	18,000.00	0.00
A 2110.130-00-0000	Salaries	184,075.00	0.00
A9010.800-00-0000	Employee Retirement	111,200.00	0.00

**3.4 Approval of the
Previous Minutes**



BOARD OF EDUCATION MEETING AGENDA
June 4, 2024
6 PM - NEW YORK MILLS UFSD LIBRARY

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

Agenda Item	Who	Information Distributed	Action	Notes
1. MEETING CALL TO ORDER		6:00 p.m.		
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 K. Gyore 2 nd J. Edwards / Yes 6 No 0 Abstain ___
2. PRESENTATIONS AND COMMITTEE REPORTS				
2.1 President's Message	S. King		Information	
S. King - I would just like to thank the community for the power of support for our budget and congratulate the two (2) new board members that have been elected. That is all I have for tonight.				
2.2 BOCES Representative Report	G. Porcelli		Information	M. LaGase – we do not have a BOCES representative.

2.3 Order of the ORANGE and BLUE	S. King		Information	
<p>S. King – One of the privileges of being a board member and the Board President we get to do this; we have a retiring board member who has not only served diligently for 5 years but has also been an officer on the board as well. I would like to Thank Kim (Gyore) for her service and give her the Order of the Orange and Blue. (Applauds) K.Gyore – Thank you. K.Hubley – Do you have a speech? S. King - Congratulations!</p>				
2.4 Committee Reports			Information	
<p>Policy Committee: <i>Jacqueline Edwards/Chair, Kimberly Gyore, Kristin Hubley</i> – nothing at this time; we have the policies that were tabled ready to go. Facilities Committee: <i>Jeremy Fennell/Chair, Jacqueline Edwards</i> – nothing at this time. Communications Committee: <i>Robert Mahardy/Chair, Jeremy Fennell</i> – nothing at this time. Safety Committee: <i>Kristin Hubley/Chair, Robert Mahardy</i> – nothing additional. Transportation Committee: <i>Kimberly Gyore/Chair, Robert Mahardy</i> – nothing scheduled; We will do a year end wrap up. Finance Committee: <i>Kristin Hubley/Chair, Jacqueline Edwards, Kimberly Gyore</i> – thank you voters. SBI: <i>Steve King (SBI Alternate: Kristin Hubley)</i> – SBI met last night (6/3/24) we discussed a whole bunch of things, (1) the legislation committee and other members were able to meet with Commissioner Rosa at Westmoreland, she talked quite abit about foundation aid and how they are working on updating the formula. They think generally speaking that the Upstate Region is going to be hurt by this because they are going back to student counts, instead of the way the formula is now and instead based on enrollment status. Our new Regents was well received by our committee. We nominated and elected our officers for another year. Same officers we had previously last year. I do have a list of all the general membership and meetings coming up if anyone is interested. We have legal issues coming up; the Showcase is going to be in Oneida County this year, so we want to think about what our District would like to contribute to the showcase; and of course the Distinguished Service Awards again this year. Great time.</p>				
3. CONSENT AGENDA				
3.1 Approval of 3.2 through 3.4	S. King	Yes	Action	1 st K. Gyore 2 nd K. Hubley / Yes 6 No 0 Abstain ____
3.2 Business Office Reports		Yes	Action	1 st K. Gyore 2 nd K. Hubley / Yes 6 No 0 Abstain ____
3.3 CSE Reports		Yes	Action	1 st K. Gyore 2 nd K. Hubley / Yes 6 No 0 Abstain ____
3.4 Approval of the Previous Minutes	5.7.2024 5.21.2024	Yes	Action	1 st K. Gyore 2 nd R. Mahardy / Yes 6 No 0 Abstain ____

4. OLD BUSINESS

4.1 Capital Updates

Information

M. LaGase – So we are finalizing this year’s outlay which needs to be done by June 30, 2024 and that work is moving forward. I can tell you we expanded window filming beyond what you thought and are able to do pretty much all the first floor classrooms, so that should be wrapped up soon. We sent our documentation for the upcoming outlay and Dan (Architect) is going to be looking to get a more rigorous outline for facility meetings to start and begin more detailed planning. As well as a timeline for when construction will begin. Mr. King asked earlier about prioritization, we are obviously looking at supply and demand in what we think we need to start sooner than later in order to make sure we accomplish certain things based on recommendations of the Architects. We are also looking to secure a construction manager for the project. Conversations held with both the Board and when Dan’s Firm came on board, indicated that the last capital project related to the Cafeteria had significant issues both fiscally and in terms of the execution and quality of the work. So, we really want to make sure we have a construction manager that is going to be diligent in the oversight of the project.

S. King added minimal disruption to the students and staff as possible.

K. Hubley – Because of things that have come up, is there a report that can be provided at least to the facilities committee when portions of the project are done?

M. LaGase – Yes, there are always going to be adjustments, because as we discussed, you know there are unanticipated issues. When they go to remove a wall or relocate there could be issues. There are supply issues. This is a very old building. There is always cost increases from bid to execution and there will be some change orders. I’m assuming. So those things come to the Board naturally, if there are hard decisions, let’s say the scope of the work needed to be narrowed because we reached the fiscal limit, in terms of voter approval those kinds of decisions, will come from the Facilities Committee to the Board. If we are “here”, we have to make some adjustments to the scope of the work, those discussions will be brought to the Board. I am not sure why that didn’t occur in the past, but that is typically the protocol.

J. Edwards – When things came up Dr. Davis always gave a punchlist and what was coming up on that list. On the last project. Districts go back and forth about a CM but I can tell you from experience, this is large for this District and you want a CM that has the knowledge to oversee.

5. NEW BUSINESS

5.1 Personnel Report

Yes

Action

1st K. Gyore 2nd R. Mahardy / Yes 6 No 0 Abstain ___

5.2 Approval Community Use of Facilities Request with Village – Summer Program

Yes

Action

1st K. Gyore 2nd J. Fennell / Yes 6 No 0 Abstain ___

S.King – Any discussion? Just we would like them before they advertise.

K.Hubley - Especially with this one, because we know that next year there needs to be discussions we will be in the middle of a project.

5.3 Approval of the BOCES Contract for Rental of Facilities for the Distance Learning Classroom

Yes

Action

1st K. Gyore 2nd K. Hubley / Yes 6 No 0 Abstain ___

5.4 Resolution to Approve the Articulation Agreement with Thompkins Cortland Community College		Yes	Action	1 st K. Gyore 2 nd R. Mahardy / Yes 6 No 0 Abstain ____
S.King - Great that we are able to offer kids these opportunities – thank you for that.				
5.5 Resolution to Approve the Contracted Service Agreement with Developmental Therapy Associates Occupational & Physical Therapy, PLLC		Yes	Action	1 st K. Gyore 2 nd K. Hubley / Yes 6 No 0 Abstain ____
5.6 Resolution to Approve the Intermunicipal Agreement between New York Mills Union Free School District and Madison – Oneida BOCES for 2024-2025		Yes	Action	1 st K. Gyore 2 nd R. Mahardy / Yes 6 No 0 Abstain ____
5.7 Resolution for Abolishment of Science Room #171 Resource Materials		Yes	Action	1 st K. Gyore 2 nd J. Fennell / Yes 6 No 0 Abstain ____
5.8 Policy 0017 Student Registration and Pre-Registration to Vote (Second Read - Adopt)		Yes	Action	1 st K. Gyore 2 nd J. Edwards / Yes 6 No 0 Abstain ____
5.9 Policy 7100 Concussion Management (Second Read - Adopt)		Yes	Action	1 st K. Gyore 2 nd J. Edwards / Yes 6 No 0 Abstain ____
5.10 Policy 1001 Community Use of School Facilities (Second Read - Adopt) a. – Regulation 1001.1 (Second Read - Adopt)	Tabled 5.7.24	Yes	Action	1 st K. Gyore 2 nd R. Mahardy / Yes 6 No 0 Abstain ____
<p>J. Edwards – Motion to take it off the table. K. Hubley – 2nd Now, motion to vote: Kim, 2nd Rob Thank you for all your work on this particular one, I know it was contentious.</p>				
5.11 Resolution to Approve the Collective Bargaining Agreement by and Between the Civil Service Employee		Yes	Action	1 st K. Gyore 2 nd J. Fennell / Yes 6 No 0 Abstain ____

Association, Inc. Local 1000 and NYMUFSD (July 1, 2024 – June 30, 2028)

6. K-12 REPORTS

6.1 Executive Principal K-12

M. Facci

Information

You can certainly feel the excitement in the air in the 7-12 wing, our last day of classes is Thursday, June 13th, regents exams will continue on June 14th. We had one today –(6/4/24) Algebra 1. Non regents finals are being done in the middle school during classes this week and next. Senior breakfast is scheduled for the morning of June 13th it will be followed by the Seniors walking through the hallways for their final time in cap and gown. A fast rehearsal for graduation and then afternoon seniors with go down to the fields for a Senior Picnic. Seniors are getting 10 tickets per student and there is a waiting list for any extras. Senior field trip to Boston is scheduled for Saturday, June 15th. They did such a great job fundraising this year there is no cost to any of the seniors to go on the trip and finally, graduation is June 20th in the Auditorium- so that is our Seniors update. This Thursday (6/6/24), we will have our Junior/Senior Award ceremony at 7 o'clock and next Thursday is our varsity Sports Banquet at Club Monarch so we are keeping pretty busy. Oh and Monday, the PTSO is treating all of the students K-12 to ice cream, courtesy of an ice cream truck. That was really nice, thank you to the PTSO.

6.2 Interim Principal K-12

D. DiSpirito

Information

If you can imagine the excitement level at the secondary level, double that! Classes don't end until June 26th. We finished our 3-6 exams. In terms of science, this was the first time to seeing the exams. It was not easy there was a lot of reading but the investigations they have been doing did match the kinds of questions they are asking so it was nice to see the coordination there. The 6th graders went on their field trip We left at 8:00 in the morning and didn't get back until 8:00 at night, and we went to Howe Caverns, the Aquarium, a baseball field and had lunch at a park and then dinner at Applebees. A very nice day. Today and tomorrow we have Kindergarten screening. We currently have 20 Kindergarten registered. Screening is taking place at Beekman gym. Our student of the month Assembly is tomorrow at 9, with all the events going on between now and the end of June I did send home a letter of events to parents, so they have everything laid out for the next month or so. There is Olympic day on the 11th, rain day is the 12th. Kindergarten moving up is Monday, June 17th and 6th grade graduation is on the 18th. We have been getting prepped for the year end, room inventory, clean up. We know there is no summer school here, it's in Whitesboro. We are working on our end of year checklists, but we are also getting prepped for next year.

7. SUPERINTENDENT'S REPORT

7.1 Enrollment Update

M. LaGase

Yes

Information

7.2 Superintendent's Update

M. LaGase

Information

In terms of a Superintendent's Report, we have been working on a majority of end of the year activities and reporting. We are prepping for next year's master schedule, and prioritizing professional development. We are ahead of the game in a lot of our training requirements, so, our staff is well positioned. As I said in previous months, I appreciate the Board moving forward in the hiring process much earlier in the school year so that we know what our staffing is going to be. We can work with those individuals over the summer, get their rooms ready, make any kind of curricular/grade level or vertical alignment adjustments as

needed. I have talked with both of the Administrators about next year's expectations in terms of opening up again with an increased academic focus. As I told you previously, when I was brought on board the graduation rate was at 77%, now we are at 88%. We are looking very, very closely at course completion. What kind of credit recovery options we have, the Total Cohort Report, to see where kids are and what we can do earlier to keep them on track. So, we will continue with that data focus. I have also charged the Administrators with facilitating data meetings and working on a strategic plan.

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.

J. Goodfriend – NYMTA, I just want to take a moment and thank you on your work of the Extra Curricular Policy, I know that it was a large task, and academics are our highest priority but I am so happy that you have acknowledged that extra-curriculars are important and we that we need balance. So, I appreciate it, our bargaining unit appreciates it, so thank you for that. In talking about this, our Track Team, this weekend has 3 members going to States, and that is under the guidance of Coach Keating, Coach Dziekan, and Assistant Coach Sparacino. I watched it as a parent and with a different lens, but it even made it that more special. To get to States, what the students have to do is not just compete against Class-D schools, it's all small schools under 1000 kids, so there's some Class-B, some Class-C and they kind of even them all out. So, there was some really huge competition. So to have 3 from our small school that's a huge accomplishment. So, Kudos to those kids. It was exciting to watch! Also, in our music dept., 7-12 chorus represented us at Six Flags. To see Mr. Pierce still do the Memorial Day Parade as I did as a student, that's a great tradition so I am glad to see that's continuing, kudos to him. Ms. Howe did a nice job with our book club, our Baseball went to sectionals and fought a really, really, good battle. Our softball team they were battling this year and now our modified sports. I've heard parents talking about a future and how good our sports programs are looking. People are looking for summer leagues and it just seems like there's this spark. So I just want to thank our Board of Education, because I believe it starts with the Board of Education. Then it comes down to our faculty, staff and all the people who work the extracurriculars - so, thank you for all that you do. Go Mills! It's a good time!

M. Mitchell – Parent, good evening, I wanted to Thank the Board for sending home the information that I requested at the May meeting. I requested a total money amount as well as a breakdown of the funds for the girls modified softball program and what if anything it is now being used for. The only information provided to me was that in quotes "funds from coaching positions not filled and official fees not used go back into the District's fund balance." I also asked for a break down of boys verses girls sports for each season. And how much money is allocated for boys vs. girls at New York Mills. I did receive the break down of boys vs girls sports for each season. The equity between the boys vs girls is unbalanced in my opinion. Ms. Mitchell then sited Title VIII language and specific components of the Athletic Budget with several questions for which she asked for clarity. Including why the District was not providing transportation for combined sports. Superintendent LaGase responded to several of the questions asked and indicated any of the unanswered questions would need a FOIL Request.

J. Marley – I just need a minute, as the year comes to a close, as educators in a small community such as ours, we are really appreciative of any opportunities we have to build our environment, build our morale, build our school community, so we appreciate any kind of opportunity we have to sit at the table and come to cohesive, collaborative decisions. We appreciate the experience. So, thank you so much.

S.King – any other comments from the floor? Seeing none, we are up to Board discussion.

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		6:43 p.m.	Action	1 st K. Gyore 2 nd R. Mahardy / Yes 6 No 0 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. 2024-2025

Board of Education Meeting: 7/9/2024

NAME	TENURE AREA/CIVIL SERVICE TITLE	ASSIGNMENT	CERTIFICATION	SALARY/RATE OF PAY	EMPLOYEE REPLACING	EFFECTIVE DATE	END OF PROBATIONARY APPOINTMENT
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The commencement dates of the appointments are "subject to the employees' obtaining all necessary clearances from the State Education Department".

I. Resignation							
George David		Bus Mechanic	Civil Service	Per CSEA Contract		7/12/2024	
II. Administrative Appointment							
Denise DiSpirito		Interim K-12 Principal	Certified	Per Contract		7/1/2024 - 6/30/2025	
III. Instructional Appointments							
Stephanie Sacco		Substitute Teacher K-12	Certified	\$120/day		7/9/2024	
Kimberly Zogby		Substitute Teacher K-12	Certified	\$120/day		7/9/2024	
IV. Leave of Absence							
Marissa Rys		Teacher		LOA - change in dates		6/11/2024 - 9/1/2024	
V. Non-Instructional Appointment							
William Simons		Bus Mechanic / Bus Driver	Civil Service	Per CSEA Contract	George David	7/29/2024	
Mandy Mroz		District Clerk		\$5,000 stipend		7/9/2024	
VI. Advisors and Coordinators Appointment							
Baylee Witter		Musical Director gr.7-12		NYMTA Extra Curricular Schedule		School Year 2024-2025	
VII. Advisors Rescindment of Appointment							
Jerry Dischiavo		Elementary Musical Director		Rescinded		School Year 2024-2025	
VIII. Coaching Appointments							
Marissa Rys		Field Hockey - Girls Varsity	C	\$5,557.00		School Year 2024-2025	
Kathryn Evans		Cheerleading	TCL3	\$2,009.00		School Year 2024-2025	
Sydney Stamboly		Cross Country - Modified	C	\$2,043.00		School Year 2024-2025	
Andrea Dziekan		Cross Country - Varsity	CPE	Volunteer		School Year 2024-2025	

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

EDUCATION LAW 2-d OPT-IN

This Education Law 2-d Opt-In (“Opt-In”) is executed and entered into as of the date of execution specified below (“Effective Date”), by the School District identified below (“District”). The existing agreement with Erie 1 BOCES and Google will expire on June 30, 2026.

WHEREAS, Google LLC (“Vendor”), a corporation having its principal offices at 1600 Amphitheatre Parkway, Mountain View, CA, 94043, provides certain services to the District pursuant to certain contractual arrangements and Vendor Terms of Service (“TOS”) entered into between District and Vendor; and,

WHEREAS, the State of New York has enacted New York Education Law 2-d; and,

WHEREAS, Erie 1 Board of Cooperative Educational Services (“Erie 1 BOCES”), a municipal corporation organized and existing under the Education Law of the State of New York having its principal offices at 355 Harlem Road, West Seneca, NY 14224, has entered into an EDUCATION LAW 2-d Agreement (“Agreement”) in order to address and give binding effect to the terms of New York Education Law 2-d and Section 1.8 of which Agreement provides that school districts can become party to the Agreement by executing a written opt-in to do so; and,

WHEREAS, District wishes to become party to the Agreement;

NOW THEREFORE, District attests and agrees as follows:

1. District has evaluated its needs with respect to New York Education Law 2-d and wishes to become subject to the terms of the Agreement;
2. District hereby formally notifies Erie 1 BOCES and confirms that it is opting into the Agreement in accordance with Section 1.8 thereof.
3. By executing this Opt-In, District agrees to be bound by and to comply with the terms of the Agreement.

EXECUTED:

DISTRICT: _____

EXECUTED BY: _____

NAME: _____

TITLE: _____

DATE: _____

**5.3 Resolution – Contract for
the 2024-2025 School Year
between Upstate Cerebral Palsy
and New York Mills UFSD**



NEW YORK MILLS UNION FREE SCHOOL DISTRICT
UPSTATE CERENRAL PALSY

BE IT RESOLVED that the New York Mills Board of Education AUTHORIZES THE Superintendent of Schools to enter into an agreement with Upstate Cerebral Palsy for the 2024-2025 school year.

Yes ____ No ____

DATED: July 9, 2024
New York Mills, New York

District Clerk
New York Mills Union Free School
New York

Agreement by and between the Districts,

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

And the Contractor,

Upstate Caring Partners
125 Business Park Drive
Utica, NY 13502

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

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

Whereas, the Contractor is such authorized organization and

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

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

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

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

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

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

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

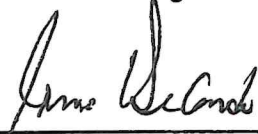
Upstate Cerebral Palsy Inc. dba Upstate Caring Partners

(Organization/Contracted Provider's Name)

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

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

(Outside Contract) Provider's Authorized Signature: _____



Address: 125 Business Park Drive

City: Utica State: NY Zip: 13502

Telephone: 315-927-2121 Date Signed: 06/01/2024

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

Districts Under Contract with UCP

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

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

STATEMENT OF REASSIGNMENT

Upstate Cerebral Palsy Inc. dba Upstate Caring Partners

Name of the Outside Contracted Provider

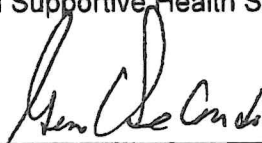
By this reassignment, the above-named outside contracted provider of services agrees:

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

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

6/01/2024

(Date)



(Outside Contract Service Provider's Signature)

see attached list

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

Districts Under Contract with UCP

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

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

**5.4 Approval of the Audiology Contract
for the 2024-2025 School Year
between
Citi BOCES and New York Mills UFSD**



NEW YORK MILLS UNION FREE SCHOOL DISTRICT

Citi-BOCES AUDIOLOGY CONTRACT

BE IT RESOLVED that the New York Mills Board of Education AUTHORIZES THE Superintendent of Schools to enter into an agreement with Citi BOCES for the 2024-2025 school year.

Yes ____ No ____

DATED: July 9, 2024
New York Mills, New York

District Clerk
New York Mills Union Free School
New York

CROSS CONTRACT REQUEST

School Year: 2024-2025

PART I - To be completed by the district requesting the cross contract

School District Requesting Service: New York Mills UFSD

Address (Street, City, State, Zip): 1 Marauder Boulevard, New York Mills, NY 13417

Service Requested: Aud CoSer 303
.0426 FTE

From (name of BOCES providing service): CiTi BOCES

NOTE: Signature indicates availability of funds in the district budget to pay for said request \$1950 4d.

Estimated Cost \$ 7,367.89

Date:

Superintendent of Schools Signature

FORWARD ALL COPIES TO YOUR LOCAL BOCES DISTRICT SUPERINTENDENT
ATTACH ALL NECESSARY ADDITIONAL INFORMATION -- i.e., numbers, names of participants, etc.)

PART II - To be completed by the LOCAL BOCES District Superintendent

It is hereby requested that cross-contract arrangements be made with the

BOCES to provide the service listed above.

Date:

Local BOCES District Superintendent's Signature

BOCES Name:

BOCES Address:

FORWARD ALL COPIES TO THE
DISTRICT SUPERINTENDENT OF THE
PROVIDING BOCES

PART III - To be completed by the District Superintendent of the BOCES providing the service

Co-Ser # 303 Activity Service Code (if applicable) 303.100

Title of Service

Basis for charge
(please check one)

%

FTE

RWADA

COMBINED RATE

PER PUPIL/UNIT: \$

Estimated Charge: \$

Other:

Date:

District Superintendent's Signature of Providing BOCES

PLEASE PROCESS AS FOLLOWS: This form is designed to be utilized by Districts for requesting services from BOCES other than their local BOCES. When all appropriate information & signatures have been obtained, the providing BOCES shall distribute copies as follows:
Providing BOCES Program Administrator / Requesting BOCES Business Administrator / Requesting Superintendent of Schools

**5.5 Approval of the Contract
between Industrial Appraisal Company
and New York Mills UFSD**



**NEW YORK MILLS UNION FREE SCHOOL DISTRICT
INDUSTRIAL APPRAISAL COMPANY**

BE IT RESOLVED that the New York Mills Board of Education Authorizes the Superintendent of Schools to enter into an agreement with Industrial Appraisal Company for the 2024-2025 school year.

Yes ____ No ____

DATED: July 9, 2024
New York Mills, New York

District Clerk
New York Mills Union Free School
New York



TWO GATEWAY CENTER, 603 Stanwix St., Suite 1450, Pittsburgh, Pennsylvania 15222
Phone 800-245-2718 Fax 412-471-1758 www.indappr.com

June 12, 2024

Email to: lstamboly@newyorkmills.org

Ms. Lisa Stamboly
Business Official
New York Mills Union Free School District
1 Marauder Boulevard
New York Mills, New York 13417

Dear Ms. Stamboly:

We welcome the opportunity to submit our proposal to provide an appraisal for the New York Mills Union Free School District for fixed asset accounting control and insurance valuation purposes.

Under the terms of our agreement, we will conduct an on-site inspection and appraisal of the **buildings, site improvements (insurable and uninsurable), fixed equipment and movable equipment** associated with the property locations listed in Addendum No. 1 of the agreement.

The report will be presented in our Property Inventory and Accounting Cost Record format which will provide a record of assets in computerized form. This presentation is designed for the continued maintenance of effective property control as well as providing a depreciation study for all fixed assets in compliance with GASB 34 requirements. The depreciation study is based upon actual or estimated acquisition cost and year acquired.

Applicable to insurance values, our certified report will establish the current cost of reproduction new and sound insurable value of the properties appraised.

When our proposal is accepted, please sign and date the Acceptance Page (Page 6 of the Agreement), Initial the Verification of Property Listing as shown in the Addendum (Page 8 of the Agreement) and return the signed, dated and initialed Agreement to me. Upon receipt, we will proceed promptly in making arrangements to schedule the on-site inspection.

If you wish to have us furnish your insurance agent or broker with a copy of the appraisal summary, please complete and return the attached Form 311, agent authorization (Page 15). Due to the confidential nature of these figures, they will be released only with your written consent.

Should you have any questions, do not hesitate to call me at 610-970-1050, Fax 610-970-1561 or Email jnash@indappr.com.

Thank you for considering the professional appraisal services of Industrial Appraisal Company. We look forward to be of service to you on this important appraisal assignment.

Very truly yours,
INDUSTRIAL APPRAISAL COMPANY

James V. Nash

James V. Nash
Regional Manager

JVN/mg



Industrial Appraisal COMPANY

TWO GATEWAY CENTER, 603 Stanwix St., Suite 1450, Pittsburgh, Pennsylvania 15222
Phone 800-245-2718 Fax 412-471-1758 www.indappr.com

APPRAISAL AGREEMENT

The Industrial Appraisal Company hereby proposes to provide inventory and valuation services for the:

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

I. PROVISIONS AND SCOPE OF APPRAISAL

The appraisal services and reports are to consist of on-site consultation, data collection, inventory, valuation, and cost analysis of the fixed assets of the **New York Mills Union Free School District** for the purpose of preparing a tabulated schedule of fixed assets including a depreciation study related to actual or estimated year of acquisition and acquisition cost. This schedule is designed to conform to the requirements of **GASB 34** as it pertains to depreciation. Supplementally, an opinion of the current insurance values of the buildings and equipment will be provided.

The fixed assets to be identified and recorded will include selected buildings/structures, fixed and movable equipment. The applicable property locations to be considered for appraisal are listed in **Addendum No. 1** to this agreement.

II. INVENTORY AND APPRAISAL PROVISIONS

The data for the proposed asset management system and the insurance valuation reports will be developed by physical inspection, inventory and cost analysis of all applicable assets.

A. Buildings

The buildings will be valued as a unit-in-place for cost accounting and insurance valuation purposes reflecting specific data elements relating to dates of construction or acquisition, original cost allocation, square footage, useful life, and reproduction cost new. Building component classifications will be comprised of General Construction, Plumbing, Heating/Air Conditioning/Ventilating, Electrical, Sprinkler System, Roofing and Fixed Equipment allocations.

B. Site Improvements – (Insurable and Uninsurable Site Improvements)

The site improvements will consist of: Lighting, Fencing, Signs, Flagpoles, Parking Lots, Sidewalks, Curbs, Retaining Walls, Playground Equipment, Property in the Open, Etc.

C. Movable Equipment

Movable equipment will be inventoried on a building, floor, departmental and room-by-room basis and will be segregated by asset class and between **major** movable equipment and **other** movable equipment.

1. **Major** movable equipment will generally include individual items with a replacement cost exceeding **\$1,000.00** applicable to insurance and **\$1,000.00** capitalization thresholds with a useful life of one year or more.

2. The remaining movable equipment, designated as **other** movable equipment, will be inventoried on a room-by-room or by building basis, grouped and valued by asset class. Data elements relating to dates of acquisition, acquisition cost, useful life, and replacement cost will be developed "at average" by asset type for each location segregation.

D. **Licensed Vehicles**

Licensed Vehicles will be included in the fixed asset record based on information to be supplied by the New York Mills Union Free School District. Vehicles should be reported with *Vehicle Description, Manufacturer, Model, Vehicle Identification Number (VIN), Cost and Year Acquired*.

Please note that the onsite inventory will not include Musical Instruments and Uniforms of any kind. These assets can be included in the final report if Industrial Appraisal Company is provided with a listing from the client which includes approximate purchase date.

III. **TAG MOVABLE EQUIPMENT ASSETS**

Asset Identification Number

It is recommended that the New York Mills Union Free School District should have a sufficient supply of tags on hand to complete the appraisal assignment. If needed, Industrial Appraisal Company can provide tags for an additional fee of \$500.00 (2,500 Tags Per Order).

The movable furniture and equipment items warranting specific property control with a **current replacement cost exceeding \$1,000.00** will be physically tagged and reflected in the completed report. The appraisers will affix tags neatly in a uniform manner in accordance with existing appraisal standards consistent with those outlined in **Addendum No. 2**.

The Industrial Appraisal Company will not tag surplus, obsolete, non-functional, stored or otherwise inaccessible furniture, fixtures or equipment. These items may be valued as a group using an estimate based on the observations of the appraisers or as otherwise directed by the New York Mills Union Free School District.

IV. **REPORT PRESENTATION**

The capital asset report presentation will include all fixed asset classifications currently scheduled or pre-designated by the New York Mills Union Free School District and will be prepared in conformance with Industrial Appraisal's Property Inventory and Accounting Cost Record form.

A. The report(s) to be provided will include:

- Letter of Transmittal
- Building Schedule Index
- Departmental Schedule Index
- Insurance Valuation Summary
- Recapitulation Summary by Asset Code
- Master Detailed Report
- A Supplemental Sequential Asset Number Report

B. The Master Detailed Report will include the following data:

Building Identification - Floor/Room/Area Code - Asset Class Code - Asset Identification Number - Quantity - Description - Date Acquired - Life - Reproduction Cost New - Acquisition Cost - Accumulated Depreciation - Annual Depreciation - Salvage Value

1. **Acquisition Date and Cost (Buildings/Structures):**

The dates of acquisition and acquisition costs of the Buildings/Structures will be developed by the appraisal staff through use of data to be supplied by the New York Mills Union Free School District and should include architectural cost breakdowns, renovation projects and any records of site purchases. In the absence of actual costs, Industrial Appraisal Company will utilize reverse trending indices applied against current replacement cost calculations.

2. **Life:**

The life schedule for fixed assets conforms to recommendations by GASB Statement 34 implementation as indicated in **Addendum No. 3**. Any exceptions required by the New York Mills Union Free School District must be made prior to commencement of the work.

3. **Depreciation:**

All **major** fixed asset items recorded will be capitalized and depreciated on a straight-line basis utilizing the half-year convention computed as of a **June 30 fiscal cutoff** or as otherwise specified.

4. **Salvage Value:**

The estimated amount expressed in terms of money that may be expected for the whole property or a component of the whole property that is retired from service for possible use elsewhere, as of a specific date. Salvage value will be computed by classification and calculated using the schedule indicated in Addendum No. 3.

We care about the environment. All Industrial Appraisal Company reports are provided in electronic format. An additional charge will apply for hard copy reports. Please contact Industrial Appraisal Company if a hard copy is required.

V. **PROFESSIONAL APPRAISAL SERVICE FEE**

The total fee for the proposed inventory and appraisal services is:

FIVE THOUSAND FOUR HUNDRED AND THIRTY-FIVE DOLLARS

\$5,435.00

FEE IS INCLUSIVE OF ALL EXPENSES

This fee covers work under this contract only, and such items as legal conferences, depositions, court testimony or expansion of the appraisal for purposes not specified in this agreement will be billed at a per diem rate to be determined.

VI. **BILLING PROCEDURE**

The fee quoted for services to be provided currently will be progressively billed as follows:

- 60% of Appraisal Service Fee due upon completion of the on-site fieldwork
- Balance due upon delivery of the completed appraisal report

Unless special arrangements have been made all progressive payments must be in hand before the appraisal results are released for delivery.

This agreement may be terminated by either party at any time given 10 days written notice, however, accumulated fees and costs incurred to the point of termination will be billed through the active period.

VII. ANNUAL SERVICES

The Industrial Appraisal Company will provide annual maintenance service for both the updating of the Property Inventory and Accounting Cost Record and the Report of Insurable Values.

A. Property Inventory and Accounting Cost Record Updating

Industrial Appraisal Company offers to furnish annually a new fixed asset schedule that will reflect the additions, deletions and transfers that have been reported to the Company for the previous year. New depreciation data will be calculated. In addition to the revised master report the following supplemental reports will be prepared.

- Sequential Asset Number Report
- Current Year Capital Additions by Department
- Current Year Deletions by Department

B. Insurable Values Updating

A report of updated insurable values will include a new appraisal summary reflecting the current Cost of Reproduction New and Sound Insurable Value of the buildings and equipment.

ANNUAL SERVICE FEES

Annual Updating of the Property Inventory and Accounting Cost Record..... <i>(Due First Anniversary)</i>	\$375.00
Annual Updating of Insurable Values..... <i>(Due First Anniversary)</i>	\$500.00

VIII. PROOF OF LOSS SERVICE

In the event of a loss covered by insurance, provided immediate written notice is given to our Corporate Office, and our Annual Revaluation Service is in effect, the Industrial Appraisal Company will provide updated values, for preparation of proof of loss, of the appraised property as of the date of the loss.

TERMS AND CONDITIONS

General

In the event Industrial Appraisal Company's services are requested to include items not covered by this agreement, these services shall be negotiated between the New York Mills Union Free School District and Industrial Appraisal Company.

Fee stated in this agreement are predicated on property as indicated to us without benefit of independent verification. Should the results of our investigation indicate that the scope of the project or the amount of assets to be appraised is greater than indicated, we reserve the right to adjust our fee based on the additional work effort. Correspondingly, if we are requested to include other properties not listed in the information provided, we will identify the cost to provide those additional services in a separate notification.

Performance of this contract and fees developed hereunder are predicated upon reasonable free access to the property and required information and available data to be provided promptly as requested. When formulating our conclusions, we may rely on information provided by the New York Mills Union Free School District or others. Should new information become available after a draft or final report has been submitted, we reserve the right to amend or modify our report and the conclusions therein. The fee quoted is contingent upon the on-site inspection being conducted during normal business hours, Monday through Friday. Should it be necessary to conduct the on-site inspection other than during normal business hours, an additional fee may apply.

Any exceptions to our standard life schedules, codes, salvage values, etc. will result in additional charges.

Terms and conditions on purchase orders issued to Industrial Appraisal Company for authorization are for the New York Mills Union Free School District's internal use only and shall not modify the terms and conditions of this agreement, addenda, or related documents.

The Industrial Appraisal Company is not an accounting firm and we rely upon mutual cooperation with the New York Mills Union Free School District in developing an accurate accounting database that will meet GASB 34 requirements for compliance.

Limitation on Damages

The New York Mills Union Free School District agrees that the Industrial Appraisal Company officers, directors, employees, shareholders, agents and subsidiary or related entities shall not be liable to the New York Mills Union Free School District for any claims, liabilities, causes of action, losses, damages (whether compensatory, consequential, special, direct, indirect, incidental, punitive, exemplary, or of any other type), costs and expenses (including, but not limited to reasonable attorneys' fees and expert witness fees and the reasonable time and expenses of Industrial Appraisal Company's personnel involved) in any way arising out of this engagement in any amount greater than the total amount of fees paid by the New York Mills Union Free School District to the Industrial Appraisal Company, except to the extent finally and judicially determined to have been the result of bad faith, gross negligence, or intentional or willful misconduct of the Industrial Appraisal Company. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, statute, tort, strict liability or otherwise.

Force Majeure

Neither Party shall be liable for or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work stoppages by either Party's employees, or any other cause beyond the reasonable control of such Party.

Confidentiality

To the extent Industrial Appraisal Company, its employees or agents is provided, has access to or comes into possession of, any protected proprietary and/or confidential information of the New York Mills Union Free School District (collectively, "Confidential Information"), the Industrial Appraisal Company, its employees and agents shall not, directly or indirectly, acting alone or with others: (i) disclose to any other person or entity any Confidential Information (unless required by law); or (ii) use any Confidential Information other than for performance of this contract.

Industrial Appraisal Company agrees that upon completion and delivery of the appraisal reports, whether physically or electronically, the appraisals shall be the property of the New York Mills Union Free School District. Industrial Appraisal Company agrees to maintain the confidentiality of this proposal and the information contained in the appraisals unless compelled to disclose such information by judicial process from a court of competent jurisdiction. Industrial Appraisal Company agrees that prior to any disclosure pursuant to judicial process, Industrial Appraisal Company shall notify, and provide a copy of such process to, the New York Mills Union Free School District.

Property Exclusions

The appraisal will not include landscaping, licensed vehicles, musical instruments, uniforms, fine arts, antiques, consumable supplies, valuable papers, intangible assets, property of third parties, or properties other than those indicated in this agreement.

ACCEPTANCE AND AUTHORIZATION TO PROCEED

Neither party to this contract is bound by any promise, term nor condition, either oral or written, not incorporated in this instrument. Acceptance of this Appraisal Agreement also indicates acceptance of the Addenda. This offer for appraisal services expires after ninety (90) days at which time it may be renegotiated.

SUBMITTED this 12th day of June 2024

**INDUSTRIAL APPRAISAL COMPANY
TWO GATEWAY CENTER
603 STANWIX STREET, SUITE 1450
PITTSBURGH, PENNSYLVANIA 15222**

James V. Nash

James V. Nash
Regional Manager

ACCEPTED:

**NEW YORK MILLS UNION FREE SCHOOL DISTRICT
1 MARAUDER BOULEVARD
NEW YORK MILLS, NEW YORK 13417**

Signature

Date

Print Name

ADDITIONAL SERVICE: (Please Initial Accept or Decline)

If Tags are needed, Industrial Appraisal Company can provide
Tags (2,500 Tags Per Order) for an additional fee of.....\$500.00 _____ or _____
Accept Decline

UPDATE RECOMMENDATION:

Due to our scheduling backlog, it is recommended that our current clients continue to update and utilize our **Annual Revaluation and Maintenance Service** until we are able to complete an on-site inspection and reappraisal. If you have any questions or concerns, please don't hesitate to contact our National Sales Manager, Mr. John Pfeffer at; 412-208-1730 or jpfeffer@indappr.com or contact your Regional Sales Manager for this account.



ADDENDUM NO. 1
Properties to be Appraised

ADDENDUM NO. 1
Properties to be Appraised

APPRAISAL AGREEMENT

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

PROPERTY LOCATION	APPROXIMATE SQUARE FOOTAGE
Central School	117,097
Beekman Gymnasium, Athletic Fields and Outbuildings	13,876
Bus Garage	8,584
APPROXIMATE TOTAL SQUARE FOOTAGE:	139,557
Site Improvements (Insurable and Uninsurable) at Property Locations listed on this Addendum To Include: Lighting, Fencing, Signs, Flagpoles, Parking Lots, Sidewalks, Curbs, Retaining Walls, Playground Equipment, Property in the Open, Etc.	

THE FEE QUOTED IN THIS AGREEMENT IS FOR THE APPRAISAL OF THE LOCATIONS AS INDICATED ON THIS ADDENDUM ONLY. LOCATIONS NOT LISTED ON THIS ADDENDUM OR SIGNIFICANT INCREASE IN SQUARE FOOTAGE WILL RESULT IN ADDITIONAL CHARGES.

Please Initial Verification of Property Listing _____

ADDENDUM NO. 2
General Tagging Procedures



General Tagging Procedures

The Industrial Appraisal Company recommends the following tagging procedures. Variations on tag placement are welcomed, but any desired variations and/or unique tag placement must be discussed with the Appraiser prior to the start of the field inventory work.

1. EASE OF IDENTIFICATION

Tags will be placed in consistent locations on similar assets. Consistency increases the ease of identification by internal staff and outside auditors.

2. DETRACTABILITY

The tag placement will take into consideration the appearance of a tagged asset in specified high visibility areas e.g., Executive Offices. The appearance of an asset should not be compromised by placing the tag on an area that will diminish its appearance.

3. NO OBSTRUCTION OF WORK ACTIVITY

Tags will not be placed on movable parts, protective glass covering readouts and measurements or on safety decals.

4. PHYSICAL CONVENIENCE

On assets that are bulky or heavy and would require movement to access the proper location, tags will be placed on the most convenient location. Tags will be placed on a flat surface to insure readability by a hand-held scanner.

5. EQUIPMENT AND RECOMMENDED TAG PLACEMENT

The following lists various assets and the recommended tag placement.

GENERAL FURNITURE

<u>Description</u>	<u>Tag Location Code</u>
Desks	KW
Chairs / Swivel (Executive-Secretary)	PB
Chairs / Stationary (Slide, Open Arm, LNG)	IL
Credenza	ULF
Bookcase	ULF
Cabinets (File, Storage, Supply)	ULF
Shelving	ULF
Table (Conference, Work, Library)	IL
Table (End, Coffee)	IL
Sofa, Settee	IL
Air Conditioners (Window Type)	ULF

OFFICE MACHINES

<u>Description</u>	<u>Tag Location Code</u>
Computer Monitors	ULF
Computer Processors	ULF
Typewriters	LC
Calculators and Adding Machines	S
Copiers and Duplicators	S
Accounting Machines	NP
Time Stamps	ULF
Mailing Machines	NP
Dictators and Transcribers	S
Microfilm Readers	S
Imprinters	NP

B	BOTTOM
C	COVER
F	FRONT
I	INSIDE
KW	KNEE WELL
L	LEFT
NP	NUMBER PLATE
P	PEDESTAL
R	RIGHT
S	SIDE
U	UPPER

ADDENDUM NO. 3

**Universal Coding
(GASB 34 Compliant)**



Information Technology
Two Gateway Center
603 Stanwix Street, Suite 1450
Pittsburgh, PA 15222
412-471-2566 / 800-245-2718
www.indappr.com

UNIVERSAL CODING for Property Record, Fixed Asset Appraisals

<u>DESCRIPTION</u>	<u>ASSET/ PROPERTY CLASS</u>	<u>LIFE</u>	<u>SALVAGE VALUE %</u>
LAND, IMPROVEMENTS, BUILDINGS/STRUCTURES, INFRASTRUCTURE			
Land	01	N/A	N/A
Site Improvements	02	20+/-	00
Buildings	03	40+/-	00
Leasehold Improvements	04	20	00
Infrastructure	05	50+/-	00
BUILDING ITEMS/PERMANENT FIXTURES			
Stained Glass	06	--	--
Stained Glass - Fine Arts	07	--	--
Chandeliers/Sconces	08	--	10
Pipe Organs	09	--	10
Statues	10	--	--
Bells/Bell Carillons (Bldg.)	11	--	--
Murals/Icons	12	--	--
Architectural Fine Arts	14	--	--
Permanent Fixtures	21	20	00
Bowling Alley/Pinsetters	22	20	10
Carillon (PF)	23	20	10
Permanent Fixtures -- SV	25	N/A	N/A

<u>DESCRIPTION</u>	<u>ASSET/ PROPERTY CLASS</u>	<u>LIFE</u>	<u>SALVAGE VALUE %</u>
EQUIPMENT			
Machinery/Shop Equip.	30	15	10
Construction Equipment	32	15	10
Refrigeration Equip (Ice Rink, etc.)	34	15	05
Equipment	38	15	05
Office Mach & Devices	44	08	00
Audio Visual Equip	45	06	05
EDP Equip	46	05	00
Telephone System	47	10	00
Laboratory/Science Equipment	48	10	10
Medical/Hospital Equipment	49	10	10
Firearms	50	20	20
Food Service & Appliances	51	15	05
Communications (Radio/TV) Equip	52	10	05
Sacred Vessels/Vestments/Altar Linens	54	10	10
Books, Periodicals & Materials	55	7	10
Fine Arts	56	N/A	N/A
Music Equip & Instruments	57	20	10
Manufacturing Piping	58	20	00
Process Piping	60	20	00
Power Feed Mains	62	20	00
Vehicles -- Police -- Acq. Only	63	2	05
Mobile Equipment	64	12	05
Vehicles -- Licensed -- Acq. Only	66	8	10
Leased Equipment	67	N/A	N/A
"On Board" Vehicle Equipment	70	10	05
Maintenance & Grounds Equip.	72	15	05
Books & Periodicals "OV"	80	7 w/cost	N/A
Dockets & Maps "OV"	81	7 w/cost	N/A
Law Books "OV"	82	7 w/cost	N/A
Molds - Dies - Fixtures "OV"	83	N/A	N/A
EDP Software or Equip."OV"	84	5 w/cost	00
AV Software or Equip."OV"	85	6 w/cost	05
Miscellaneous Equip. "OV"	86	10 w/cost	00
Musical Instruments "OV"	87	20 w/cost	10
Uniforms "OV"	88	10 w/Cost	10
Stated Value Equipment	90	N/A	N/A
Athletic & Sports Equipment	91	10	10
Educational & Janitorial Supplies	98	N/A	N/A
"Optional" Description	99	Optional	Optional




Industrial Appraisal C O M P A N Y

FORM 311

Corporate Office
Two Gateway Center
603 Stanwix Street, Suite 1450
Pittsburgh, PA 15222
800-245-2718
412-471-2566
Fax: 412-471-1758
www.indappr.com

Please forward a copy of the Appraisal Summary to our Advisor Listed Below:

Advisor's Email:		
	Please indicate if you wish to have a copy forwarded to your advisor electronically each year: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name:		
Company:		
Address:		
Name of Appraised Property:		
Signature:		
Print Name:	Date:	
Telephone:		
		
Form 311		

**5.6 Approval of Contract for the
ABA Assessment, Service and Training
Agreement between
Kelberman Inc and New York Mills UFSD**



NEW YORK MILLS UNION FREE SCHOOL DISTRICT

KERBERMAN INC.

ABA Assessment, Service and Training Agreement

BE IT RESOLVED that the New York Mills Board of Education Authorizes the Superintendent of Schools to enter into an agreement with Kelberman Inc. for the 2024-2025 school year.

Yes ____ No ____

DATED: July 9, 2024
New York Mills, New York

District Clerk
New York Mills Union Free School
New York



**ABA ASSESSMENT, SERVICES, AND TRAINING – CLINIC BASED
SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (this “**Agreement**”) is made as of **September 3, 2024** (the “**Effective Date**”), by and between **KELBERMAN INC.**, a New York not-for-profit corporation (“**Provider**”) and **New York Mills Union Free School** a New York State school district located in New York Mills, New York (“**District**”). (District and Provider are sometimes referred to herein individually as a “**Party**” and collectively, as the “**Parties**”).

WHEREAS Provider delivers services for individuals with autism spectrum disorders and relating learning challenges, including without limitation therapeutic services based on the principles of Applied Behavior Analysis, with an emphasis on Skinner’s analysis of verbal behavior, as more particularly described on **Exhibit A** attached hereto and made a part hereof (collectively, “ABA Assessment, Services, and Training”); and

WHEREAS District desires to engage Provider to provide Clinic-based ABA Assessment, Services, and Training, and Provider agrees to deliver Clinic-based ABA Assessment, Services, and Training, upon the terms herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, and/or other good, valuable and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and District hereby agree as follows:

1. Services and Rates; Exclusive Appointment.

1.1 Services and Rates. Provider agrees to deliver Clinic-based ABA Assessment, Services, and Training to students identified by the District and send invoices to the District for the Clinic-based ABA Assessment, Services, and Training on a monthly basis within ten (10) days after the end of the month in which the relevant Clinic-based ABA Assessment, Services, and Training were performed, and District agrees to pay fees to Provider for Clinic-based ABA Assessment, Services, and Training within thirty (30) days after District’s receipt of each such invoice, according to the description of services and at the fee specified in **Exhibit A**. The District is responsible for the full months tuition regardless of school holidays, breaks/vacations, or cancellations on the part of the District. The District will not be charged the appropriate portion of the monthly tuition for any hours cancelled by the Provider.

1.2 Exclusive Appointment. During the Term, District hereby appoints Provider as its sole and exclusive provider of Clinic-based ABA Assessment, Services, and Training, and Provider hereby accepts such appointment and agrees to provide Clinic-based ABA Assessment, Services, and Training, subject to and in accordance with this Agreement. Provider is authorized and entitled to provide Clinic-based ABA Assessment, Services, and Training to District in any commercially reasonable manner that Provider deems appropriate, in its sole discretion.

2. Relationship of the Parties; Publicity.

2.1 Independent Contractor Relationship. The Parties acknowledge and agree that Provider is and is to be deemed for all purposes an independent contractor of District. This Agreement is not intended to create, and does not create any partnership, joint venture, employment or similar relationship between Provider and District. Provider will be solely responsible for: (a) the training, supervision and management of its representatives who provide Clinic-based ABA Assessment, Services, and Training to students of the District, and (b) all other matters relating to the delivery of Clinic-based ABA Assessment, Services, and Training to the District not specified in **Exhibit A**.

2.2 Cooperation. Provider and District will use commercially reasonable efforts to cooperate and maintain close operational communication with each other to help ensure that the Clinic-based ABA Assessment, Services, and Training provide the best possible benefits to those who receive them.

2.3 Publicity. Each Party agrees to refrain from referring to the other Party or including any name, trademark or other insignia or symbol associated with the other Party, in any communication of any kind with any person, entity or association other than the other Party.

3. Student Records.

3.1 At all times District remains solely responsible for the students enrolled in or otherwise participating in District programs. Provider is not responsible for the records and personally identifiable information of any District student. District will maintain its custody, control, and privacy of the personal records of each District student. Additionally, this Agreement will not alter any District obligation under any student's individualized education program.

3.2 Subject to applicable law and District's confidentiality requirements and to the extent practicable, District will provide details from school and medical records of its participating students to Provider, and Provider will use such details, for the sole purpose of providing Clinic-based ABA Assessment, Services, and Training to such participating students.

3.3 At all times District will remain responsible for all communication with parents of participating students regarding the assessment and evaluation of student needs relating to Clinic-based ABA Assessment, Services, and Training. From time to time, Provider may be required to deliver an expert opinion relating to a participating District student. Provider will deliver any such opinions as part of the Clinic-based ABA Assessment, Services, and Training and for the sole and exclusive use of District. District will not share or make available any of such opinions to any person, entity, or association other than District employees and consultants with an operational need to know the contents of such opinions. No one other than District will be entitled to rely upon any such opinions.

3.4 Provider acknowledges that all District student records are confidential and will comply with the Family Educational Rights and Privacy Act and the Individuals with Disabilities Education Act regarding such student records. The Parties agree to comply with all applicable Federal and New York State laws relating to the privacy of District participating students' Protected Health Information, including without limitation HIPAA.

4. Term and Termination.

4.1 Term. The term of this Agreement (“**Term**”) will commence on the Effective Date and continue through the last day of the **2024-2025** District academic year unless sooner terminated under **Section 4.2** below.

4.2 Termination. This Agreement may be earlier terminated by either Party (the “**Non-Breaching Party**”) in the event that the other Party (the “**Breaching Party**”) materially breaches any term or condition of this Agreement and such breach remains uncured for a period of thirty (30) days after the Non-Breaching Party has sent to the Breaching Party notice of its intent to terminate this Agreement that specifies such material breach in reasonable detail.

5. **Confidentiality; Provider Intellectual Property; Nonsolicitation.**

5.1 Confidentiality. District acknowledges and agrees that all nonpublic aspects of Provider’s methods, techniques and know-how relating to the Clinic-based ABA Assessment, Services, and Training and Provider’s delivery thereof (collectively, “**Confidential Information**”) are unique and proprietary to Provider. District will ensure that its employees and representatives will not: (a) disclose any Confidential Information to any third party, or to any District employee or representative without an operational need to know such Confidential Information; or (b) use any Confidential Information for any purpose other than Provider’s delivery of the Clinic-based ABA Assessment, Services, and Training.

5.2 Provider Intellectual Property. District acknowledges and agrees that all Confidential Information constitutes intellectual property owned solely and exclusively by Provider. District will not assert any right to any Confidential Information.

5.3 Nonsolicitation. During the Term and for a period of one (1) year thereafter, District will not interfere in any way with the relationship between Provider and any of its employees, agents, representatives, consultants, customers, or suppliers.

6. Insurance. At all times District will maintain a policy of liability insurance providing coverage for bodily injury and property damage with a minimum available limit of at least \$2,000,000 per occurrence with an additional insured endorsement and will cause Provider to be named as an additional insured on such policy. District will provide Provider with at least thirty (30) days’ notice of any termination of the coverage afforded under such policy.

7. Indemnification. District will indemnify and hold harmless Provider and its employees and representatives from and against all claims, damages, losses and expenses (including attorney’s fees) arising out of or related to Provider’s delivery of Clinic-based ABA Assessment, Services, and Training under this Agreement (other than any claim, damage, loss or expense arising out of or relating to any willful misconduct of Provider or any of its employees or representatives), using legal counsel reasonably satisfactory to provider.

8. Security. District agrees to always take all reasonably prudent steps to protect the personal safety of Provider’s employees and representatives who are engaged in delivering the School Consultation Services, including without limitation on all District property. District will immediately notify Provider of any public safety issue, situation or threat relating to District or any of its employees, representatives, students, or property.

9. Miscellaneous.

9.1 Amendment; Waiver of Breach. This Agreement may only be amended by a writing executed by both Parties. The failure by either Party to insist upon strict performance of any provision herein by the other Party will not be deemed a waiver by such Party of its rights or remedies or a waiver by it of any subsequent default by the other Party, and no waiver by either Party will be effective unless it is in writing and duly executed by such Party.

9.2 Severability. If any provision herein is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision will be automatically reformed and construed to be valid, legal and enforceable to the maximum extent permitted by Applicable Law. The invalidity, illegality, or unenforceability of any part of this Agreement will not render invalid the remainder of this Agreement.

9.3 Parties Bound. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns, subject to the restrictions against assignment provided in **Section 9.4** below.

9.4 Assignment. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be granted, withheld, or conditioned, in its sole discretion.

9.5 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be one and the same document.

9.7 Electronic Submission. The exchange of a fully executed Agreement, or any other document or instrument required hereunder (in counterparts or otherwise) by facsimile transmission or electronic transmission in .PDF format will be sufficient to bind the Parties to the terms and conditions of this Agreement and will be deemed to be duplicate original documents and may be used by all Parties for all purposes an original document may be used for, and all signatures on such documents will be deemed and treated for all purposes as original signatures. Execution and delivery of this Agreement or any other document or instrument required hereunder by exchange of facsimile or other electronically transmitted counterparts bearing the signature of a Party will be equally as effective as delivery of a manually executed counterpart of such Party.

9.8 Survivability. All agreements herein will survive and continue to bind the Parties after the execution and delivery of this Agreement, to the extent and for as long as may be necessary to give effect to the rights, duties and obligations of the Parties pursuant to this Agreement.

9.9 Exhibits. **Exhibit A** referred to herein and attached hereto is an integral part of this Agreement and is incorporated herein by this reference.

9.10 Entire Agreement. This Agreement, together with **Exhibit A** attached hereto and made a part hereof and the Recitals, constitutes the entire agreement between the Parties regarding the

subject matter herein and supersedes all prior and contemporaneous agreements between the Parties, whether written or oral, with respect to such subject matter.

9.11 Third Parties. Nothing herein, expressed, or implied, is intended or will be construed to confer upon or give any person, entity, or association other than the Parties and their respective successors and permitted assigns, any right or remedy under or by reason of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Services Agreement, effective as of the Effective Date above.

DISTRICT:

NEW YORK MILLS UNION FREE SCHOOL,

By: _____

Name: _____

Title: _____

Date: _____

PROVIDER:

KELBERMAN INC.,

By: _____

Name: Maria Cappoletti

Title: Chief Executive Officer

Date: _____

Agency Information:

Kelberman 2513 Sunset Ave.
Utica, NY 13502

Contact Information:

Leanne Mundell
Office Manager
Email: lmundell@kelbermancenter.org
Phone: 315-797-6241

District Contact

Name: Vanessa Vaccaro
Email: vvaccaro@oneida-boces.org

EXHIBIT A

Clinic-based ABA Assessment, Services, and Training

SERVICE PROVIDED BY	SERVICE PROVIDED	MONTHLY FEE
<p>All services are provided directly by a Licensed Behavior Analyst (LBA) or by a Registered Behavior Technician (RBT)/Behavior Technician, under the supervision and guidance of an LBA.</p>	<p align="center">Initial and Re-assessment ABA Services Caregiver/Educator Training Progress Reporting Treatment Planning</p> <p align="center">Monday – Friday: 5 hours/day 10-month School Calendar</p> <p align="center">Student(s) Name: Jaxxon Tennant Gracie Wates</p>	<p align="right">\$7934/month</p> <p align="right">\$7934/month</p> <hr/> <p align="right">Total: \$15,868</p>

*If the student requires additional staffing (2:1 ratio) to meet their needs and ensure safety (based on the clinical judgement of Kelberman ABA and/or Administrative staff) an additional fee will be incurred.

Kelberman Clinic-based ABA Assessment, Services, and Training **includes:**

- **Assessment/Re-assessment:**
 - Utilization of the Verbal Behavior Milestones Assessment and Placement Program (VB-MAPP) developed by Mark Sundberg. The VB-MAPP is a criterion-referenced assessment tool, curriculum guide, and skill tracking system that is designed for children with autism, and other individuals who demonstrate language delays. The VB-MAPP is based on B.F. Skinner’s (1957) analysis of verbal behavior, established developmental milestones, and research from the field of behavior analysis.
 - Consultation with the district and caregiver will occur for the initial assessment and re-assessment, which will be conducted upon admission and every 3-6 months in the home/classroom and/or at a Kelberman clinical site. Assessments take approximately 8-12 hours to complete. The goal of the assessment/re-assessment is to develop a comprehensive, individualized plan that includes targets for both skill acquisition and behavior reduction.

- **ABA Services:**
 - Development and implementation (1:1 or 2:1 staffing) of function-based treatment strategies to reduce interfering behaviors and individualized,

evidence-based teaching strategies to increase functional and adaptive skills.

- Data will be collected by clinic staff and frequently analyzed to identify when learner goals are met and/or when strategies need to be modified to positively impact progress.

- **Caregiver/Educator Training:**

- Generalization of effective treatment/teaching strategies caregivers and educators through direct training.
- Kelberman's ABA clinic staff will teach others how to implement the identified strategies that are effective for each individual learner's goals. Training will occur consistently over time, across education/family settings, as appropriate.
- Kelberman's ABA clinic staff will empower educators/caregivers and give them the tools to generalize their learner's skills.
- Training is unique to each learner and their circle of support.
-

- **Progress Reporting:**

- Preparation of reports related to learner progress, as appropriate and necessary.
- Participation in scheduled meetings relevant to student progress.

**DATA PRIVACY RIDER FOR ALL CONTRACTS INVOLVING PROTECTED DATA
PURSUANT TO EDUCATION LAW §2-C AND §2-D**

District and Vendor agree as follows:

1. Definitions:

(1) Protected Data means personally identifiable information of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d;

(2) Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);

2. Confidentiality of all Protected Data shall be maintained in accordance with State and Federal Law and the District's Data Security and Privacy Policy;

3. The Parties agree that the District's Parents' Bill of Rights for Data Privacy and Security are incorporated as part of this agreement, and Vendor shall comply with its terms;

4. Vendor agrees to comply with Education Law §2-d and its implementing regulations;

5. Vendor agrees that any officers or employees of Vendor, and its assignees who have access to Protected Data, have received or will receive training on federal and State law governing confidentiality of such data prior to receiving access;

6. Vendor shall:

(1) limit internal access to education records to those individuals that are determined to have legitimate educational interests;

(2) not use the education records for any other purposes than those explicitly authorized in its contract. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to a third party for marketing or commercial purposes;

(3) except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any personally identifiable information to any other party:

(i) without the prior written consent of the parent or eligible student; or

(ii) unless required by statute or court order and the party provides notice of the disclosure to the department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

- (4) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
- (5) use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law §111-5;
- (6) adopt technology, safeguards and practices that align with NIST Cybersecurity Framework;
- (7) impose all the terms of this rider in writing where the Vendor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Data.

**5.7 Resolution – Approval AS-7 Contract
for the 2024-2025 School Year
between
Oneida-Herkimer-Madison BOCES
and New York Mills UFSD**



NEW YORK MILLS UNION FREE SCHOOL DISTRICT

ONEIDA HERKIMER MADISON BOCES – AS7

BE IT RESOLVED that the New York Mills Board of Education Authorizes the Superintendent of Schools to enter into an agreement with OHM BOCES for the 2024-2025 school year.

Yes ____ No ____

DATED: July 9, 2024
New York Mills, New York

District Clerk
New York Mills Union Free School
New York



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

Scott Morris
Assistant Superintendent for Support Services
T: 315.793.8566
F: 315.793.8652
smorris@oneida-boces.org

June 26, 2024

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

Dear Ms. LaGase,

Enclosed is your AS-7 Contract for the 2024-2025 school year.

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

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

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

Sincerely,

Scott Morris
Assistant Superintendent for
Support Services

SM:ct
Attachment

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

Final 2024-2025 AS-7 Contract

THIS AGREEMENT made this 1st day of July, 2024 by and between the ONEIDA HERKIMER MADISON BOCES, party of the first part, and NEW YORK MILLS UFSD, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2024-25 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract			Initial Contract	Adjustments To Date	Current Contract	
		Quantity/ Share	Unit Cost	Cost Basis				Current Fixed Cost
1.010	ADMINISTRATIVE COSER	578.0000	116.7419	PER RWADA	0.02	67,476.84	0.00	67,476.84
2.010	RENT	578.0000	26.3256	PER RWADA	0.01	15,216.21	0.00	15,216.21
2.020	CAPITAL FUND	578.0000	123.6947	PER RWADA	0.02	71,495.56	0.00	71,495.56
1.010	OCCUPATIONAL EDUCATION	0.0000	0.0000	STUDENT AVG	456,051.00	456,051.00	0.00	456,051.00
7.010	OCCUPATIONAL EDUCATION-HANDICAPPED	3.0000	8,500.0000	PER STUDENT	0.00	25,500.00	0.00	25,500.00
1.010	8:1:2 PROGRAM	8.0000	41,250.0000	TUITION RATE	0.00	330,000.00	0.00	330,000.00
1.715	8:1:2 PROGRAM SPEECH IMPAIRED - RS	1.5000	5,065.0000	PER HOUR	0.00	7,597.50	0.00	7,597.50
1.721	8:1:2 PROGRAM SOCIAL WORKERS	10.3750	4,240.0000	PER 1/2 HOUR	0.00	43,990.00	0.00	43,990.00
4.010	12:1:1 MILD/MODERATE PROGRAM	8.0000	30,837.0000	TUITION RATE	0.00	246,696.00	0.00	246,696.00
4.715	12:1:1 MILD/MODERATE SPEECH IMP-RS	6.0000	5,065.0000	PER HOUR	0.00	30,390.00	0.00	30,390.00
4.720	12:1:1 MILD/MOD PHYS THERAPY-RS	1.5000	4,800.0000	PER HOUR	0.00	7,200.00	0.00	7,200.00
4.721	12:1:1 MILD/MODERATE COUNSELING-RS	6.7750	4,240.0000	PER 1/2 HOUR	0.00	28,726.00	0.00	28,726.00
4.722	12:1:1 MILD/MODERATE OCC THER - RS	3.5000	4,680.0000	PER HOUR	0.00	16,380.00	0.00	16,380.00
6.020	TRANSITION SERVICES	11.0000	5,614.0000	PER STUDENT	0.00	61,754.00	0.00	61,754.00
9.010	12:1:4 DEV/MD PROGRAM	7.0000	41,459.0000	TUITION RATE	0.00	290,213.00	0.00	290,213.00
9.708	12:1:4 DEV/MD TEACH ASSIST	1.0000	53,420.0000	PER FTE	0.00	53,420.00	0.00	53,420.00
9.715	12:1:4 DEV/MD SPEECH - RS	4.0000	5,065.0000	PER HOUR	0.00	20,260.00	0.00	20,260.00
9.720	12:1:4 DEV/MD PHYS THERAPY-RS	2.5000	4,800.0000	PER HOUR	0.00	12,000.00	0.00	12,000.00
9.721	12:1:4 DEV/MD SOCIAL WORKER - RS	5.0000	4,240.0000	PER 1/2 HOUR	0.00	21,200.00	0.00	21,200.00
9.722	12:1:4 DEV/MD OCCUP THERAPY-RS	2.6250	4,680.0000	PER HOUR	0.00	12,285.00	0.00	12,285.00
6.010	6:1:2 PROGRAM	2.0000	79,142.0000	STUDENT FTE	0.00	158,284.00	0.00	158,284.00

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

Final 2024-2025 AS-7 Contract

ONEIDA HERKIMER MADISON BOCES NEW YORK MILLS UFSD	School Year 2024-25
------------------------------------------------------	---------------------

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
3.721	6:1:2 PROGRAM COUNSELING - RS	2.0000	4,240.0000	PER 1/2 HOUR	0.00	8,480.00	0.00	8,480.00
3.010	ART	0.6000	129,593.0000	PER FTE	0.00	77,755.80	0.00	77,755.80
5.010	GUIDANCE	0.6000	136,038.0000	PER FTE	0.00	81,622.80	0.00	81,622.80
3.010	TECHNOLOGY	0.7000	129,162.0000	PER FTE	0.00	90,413.40	0.00	90,413.40
3.010	NURSE PRACTITIONER	0.1000	131,213.0000	PER FTE	0.00	13,121.30	0.00	13,121.30
2.010	MEDICAL DIRECTOR	1.0000	2,042.2500	DOSHS DIRECTOR	0.00	2,042.25	0.00	2,042.25
2.020	SCHOOL PHYSICIAN	1.0000	1,096.7100	PHYS CONSULTANT	0.00	1,096.71	0.00	1,096.71
3.010	SCHOOL PSYCHOLOGIST	0.4000	112,152.0000	PER FTE	0.00	44,860.80	0.00	44,860.80
5.010	SPEECH IMPAIRED	0.7000	115,810.0000	PER FTE	0.00	81,067.00	0.00	81,067.00
5.020	UNDER THE DIRECTION OF	4.0000	1,200.0000	PER 1-5 STUDENT	0.00	4,800.00	0.00	4,800.00
6.010	VISUALLY IMPAIRED	0.0500	159,410.0000	PER FTE	0.00	7,970.50	0.00	7,970.50
2.010	OCCUPATIONAL THERAPY	0.5000	107,288.0000	PER FTE	0.00	53,644.00	0.00	53,644.00
5.010	HOME ECONOMICS	0.6000	101,420.0000	PER FTE	0.00	60,852.00	0.00	60,852.00
6.010	ENGLISH/SECOND LANG. INTR.	0.8000	108,565.0000	PER FTE	0.00	86,852.00	0.00	86,852.00
8.010	MUSIC TEACHER	0.8000	110,200.0000	PER FTE	0.00	88,160.00	0.00	88,160.00
6.469	AUDIOLOGY/OSWEGO BOCES	0.0000	0.0000	X-CONTRACT	4,824.45	5,592.51	-768.06	4,824.45
5.010	General Supervision	0.6000	152,495.0000	FTE	0.00	91,497.00	0.00	91,497.00
15.010	PERFORMING ARTS	1.0000	1,605.0000	BASE/USAGE	7,653.80	9,258.80	0.00	9,258.80
15.020	ARTS IN EDUCATION	1.0000	1,585.0000	BASE	0.00	1,585.00	0.00	1,585.00
18.010	ALTERNATIVE EDUCATION	4.0000	28,010.0000	PER STUDENT	0.00	112,040.00	0.00	112,040.00

ONEIDA HERKIMER MADISON BOCES
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Final 2024-2025 AS-7 Contract

ONEIDA HERKIMER MADISON BOCES NEW YORK MILLS UFSD	School Year 2024-25
------------------------------------------------------	---------------------

Program/ Line No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
7.259	EA CROSS CONTRACT MADISON	0.0000	0.0000	X-CONTRACT	700.00	700.00	0.00	700.00
8.020	COLGATE SEMINAR	8.0000	200.0000	PER STUDENT	0.00	1,600.00	0.00	1,600.00
8.259	Distance Learning	0.0000	0.0000	X-CONTRACT	808.96	784.15	24.81	808.96
3.010	SUMMER SCH ACADEMIC	105.0000	555.0000	PER COURSE	0.00	58,275.00	0.00	58,275.00
3.020	SUMMER SCH DRIVER ED	1.0000	811.0000	PER STUDENT	0.00	811.00	0.00	811.00
3.030	SUMMER SCHOOL TUTORIAL	5.0000	210.0000	PER COURSE	0.00	1,050.00	0.00	1,050.00
3.010	DISTANCE LEARNING	1.0000	20,805.3600	PER DISTRICT	0.00	20,805.36	0.00	20,805.36
3.015	DL WEB BASED INSTRUCTION - BASE FEE	0.0000	0.0000		8,115.00	8,115.00	0.00	8,115.00
3.020	ADV SOC STUDIES	2.0000	6,969.6700	PER SEMESTER CL	0.00	13,939.34	0.00	13,939.34
3.040	SIGN LANGUAGE	1.0000	14,452.0000	PER CLASS	0.00	14,452.00	0.00	14,452.00
2.010	EDUCATIONAL COMMUN	578.0000	23.4000	Per RWADA	0.00	13,525.20	0.00	13,525.20
2.030	COURIER SERVICE	578.0000	3.1500	PER RWADA	1,888.00	3,708.70	0.00	3,708.70
4.010	AUDIOVISUAL REPAIR	140.0000	89.0000	PER HOUR	0.00	12,460.00	0.00	12,460.00
4.020	MICRO COMP REPAIR	120.0000	89.0000	PER HOUR	0.00	10,680.00	0.00	10,680.00
4.210	REPAIR PARTS - NON AIDABLE	0.0000	0.0000		1,000.00	1,000.00	0.00	1,000.00
5.010	PRINTING	0.0000	0.0000	USAGE	68,000.00	68,000.00	0.00	68,000.00
9.059	SCH. CURR/CAYUGA BOCES	0.0000	0.0000	X-CONTRACT	4,211.93	4,211.93	0.00	4,211.93
0.060	FINALSITE	0.0000	0.0000		4,291.58	4,291.58	0.00	4,291.58
4.259	MODEL SCHOOLS XC MADISON	0.0000	0.0000	X-CONTRACT	43,800.80	43,635.85	164.95	43,800.80
5.258	NETWORK SUPPORT XC MADISON	0.0000	0.0000	X-CONTRACT	28,079.76	28,048.67	31.09	28,079.76
5.259	COMMON LEARNING OBJ XC MADISON	0.0000	0.0000	X-CONTRACT	45,408.79	38,890.17	6,518.62	45,408.79
8.010	SCIENCE KITS	52.0000	215.0000	PER KIT	0.00	11,180.00	0.00	11,180.00
1.010	SCH CURRI IMPROV	578.0000	7.8000	Per RWADA+BASE	15,600.00	20,108.40	0.00	20,108.40

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ONEIDA HERKIMER MADISON BOCES NEW YORK MILLS UFSD	School Year 2024-25
------------------------------------------------------	---------------------

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
1.020	ADDITIONAL WORKSHOPS	0.0000	0.0000	VARIES PER DIST	11,000.00	11,000.00	0.00	11,000.00
1.030	REGIONAL SCORING	600.0000	12.0000	PER TEST	0.00	7,200.00	0.00	7,200.00
1.040	SCH CURRIC STUDY COUNCIL	1.0000	430.0000	Per District	0.00	430.00	0.00	430.00
1.050	REGIONAL ASSESSMENT PROJECT	1.0000	5,250.0000	PER DISTRICT	0.00	5,250.00	0.00	5,250.00
1.070	RTTT DATA ANALYSIS	1.0000	3,271.0000	PER DISTRICT	0.00	3,271.00	0.00	3,271.00
1.080	APPR RECERTIFICATION/TRNING	3.0000	2,500.0000	PER PARTICIPANT	0.00	7,500.00	0.00	7,500.00
3.469	HRD/SFTWARE/OSWEGO BOCES	0.0000	0.0000	X-CONTRACT	1,328.75	0.00	1,328.75	1,328.75
7.469	CDOS CREDENTIAL MGT SYS OSWEGO BOC	0.0000	0.0000	X-CONTRACT	31.48	31.48	0.00	31.48
9.429	SEC III INTERSCHOLASTIC SPORTS/OCM	0.0000	0.0000	X-CONTRACT	5,510.84	5,430.76	80.08	5,510.84
0.010	COMMITTEE PRESCHOOL	23.0000	696.0000	PER STUDENT	0.00	16,008.00	0.00	16,008.00
4.010	SCH & BUS ALLIANCE	578.0000	7.0000	RWADA+\$21,900	21,900.00	25,946.00	0.00	25,946.00
6.010	REGIONAL CATALOG SERVICE	2.0000	950.0600	PER LIBRARY	0.00	1,900.12	0.00	1,900.12
6.020	EXPANDED INTERLIBRARY LOAN	578.0000	0.8000	FEE/RWADA	413.00	875.40	0.00	875.40
6.030	ONLINE LIBRARY RESOURCES	0.0000	0.0000		18,185.26	18,157.19	28.07	18,185.26
6.040	COLLECTION DEVELOP.	14.0000	894.0000	PER UNIT	0.00	12,516.00	0.00	12,516.00
6.050	VIRTUAL REFERENCE LIB.	578.0000	1.7200	PER RWADA	0.00	994.16	0.00	994.16
6.080	LEATHERSTOCKING CONFERENCE	1.0000	95.0000	PER PARTICIPANT	0.00	95.00	0.00	95.00
8.259	LIBRARY AUTOMATION XC MADISON	0.0000	0.0000	X-CONTRACT	7,320.00	7,104.00	216.00	7,320.00
1.259	ADMIN COMPUTER XC MADISON	0.0000	0.0000	X-CONTRACT	507,151.14	481,539.28	25,611.86	507,151.14
2.259	NEGOTIAT XC MADISON	0.0000	0.0000	X-CONTRACT	30,496.00	35,944.00	-5,448.00	30,496.00
13.010	GRAPHICS AND P/R	325.0000	74.0000	PER HOUR	0.00	24,050.00	0.00	24,050.00
13.020	GRAPHICS AND P/R	233.0000	74.0000	PER HOUR	0.00	17,242.00	0.00	17,242.00
14.010	CBO	578.0000	88.5000	BASE + RWADA	5,000.00	56,153.00	0.00	56,153.00
19.429	ENERGY SERVICES XC ONONDAGA	0.0000	0.0000	X-CONTRACT	2,354.00	2,306.00	48.00	2,354.00

ONEIDA HERKIMER MADISON BOCES
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Final 2024-2025 AS-7 Contract

ONEIDA HERKIMER MADISON BOCES NEW YORK MILLS UFSD	School Year 2024-25
------------------------------------------------------	---------------------

Program/ Line No.	Service	Basis for Current Contract			Initial Contract	Adjustments To Date	Current Contract	
		Quantity/ Share	Unit Cost	Cost Basis				
0.010	TELEPHONE & SERVICE CHARGES	578.0000	4.4900	PER RWADA +TELE	8,000.00	10,595.22	0.00	10,595.22
0.030	MAINTENANCE SUPPORT	0.0000	0.0000	VARIES PER DIST	12,800.00	12,800.00	0.00	12,800.00
0.040	AIR CARD	2.0000	795.7200	PER UNIT	0.00	1,591.44	0.00	1,591.44
0.060	CELL PHONE	3.0000	899.8800	ANNUAL PER CELL	0.00	2,699.64	0.00	2,699.64
8.010	EMPLOYEE BENEFIT COOR	0.0000	0.0000		2,640.00	2,640.00	0.00	2,640.00
8.030	HEALTH INS. COORD.	1.0000	9,600.0000	PER DISTRICT	0.00	9,600.00	0.00	9,600.00
0.010	SAFETY COORDINATOR/ADVISORY	578.0000	5.9500	Per RWADA+12515	12,515.00	15,954.10	0.00	15,954.10
0.020	ASBESTOS MAINT.	2.0000	850.0000	PER BLDG.	0.00	1,700.00	0.00	1,700.00
0.040	FIRE INSPECTIONS	2.5000	850.0000	PER BLDG.	0.00	2,125.00	0.00	2,125.00
0.041	FIRE SAFETY SVCS EXTINGUISHER	88.0000	9.0000	PER EXT + SERVI	0.00	792.00	0.00	792.00
0.060	DASA/PBIS	1.0000	24,000.0000	PER ONE DAY/WK	0.00	24,000.00	0.00	24,000.00
1.010	LIABILITY INSURANCE	1.0000	1,475.0000	PER DISTRICT	0.00	1,475.00	0.00	1,475.00
3.499	STATE AID PLANNING XC QUESTAR III	0.0000	0.0000	X-CONTRACT	3,585.00	3,515.00	70.00	3,585.00
5.010	SUB CALL.	56.0000	71.0000	TEACHER/+BASE D	510.00	4,486.00	0.00	4,486.00
6.010	LUNCH LOGISTICS, WAREHOUSING, ACCT	434.6000	66.2311	MEAL EQUIVALENT	0.00	28,784.04	0.00	28,784.04
6.012	CENTRAL SCHOOL FOOD MANAGEMENT	434.6000	34.3139	MEAL EQUIVALENT	0.00	14,912.82	0.00	14,912.82
7.010	RECORDS RETENTION	16.0000	425.0000	PER DAY	0.00	6,800.00	0.00	6,800.00
8.010	TELECOMMUNICATIONS	1.0000	6,990.1100	SVC COST + LINE	19,645.20	26,635.31	0.00	26,635.31
3.499	GASB 45 PLNG/QUESTAR III	0.0000	0.0000	X-CONTRACT	5,217.00	4,968.00	249.00	5,217.00
4.219	STAFF DEV. - BOARD - HERK BOCES	0.0000	0.0000	X-CONTRACT	1,279.24	1,279.24	0.00	1,279.24
10.229	DRUG TESTING/JEFF-LEWIS BOCES	0.0000	0.0000	X-CONTRACT	400.00	1,000.00	-600.00	400.00
11.489	ON-LINE APPL./PUTNAM BOCES	0.0000	0.0000	X-CONTRACT	2,600.00	2,550.00	50.00	2,600.00

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

Final 2024-2025 AS-7 Contract

ONEIDA HERKIMER MADISON BOCES NEW YORK MILLS UFSD	School Year 2024-25
------------------------------------------------------	---------------------

Program/ Line No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
5.259	MEDICAID REIMBURSEMENT/MADISON BOCES	0.0000	0.0000	X-CONTRACT	581.00	777.14	-196.14	581.00
5.499	SPECIAL ED AID ASSISTANCE SVC	0.0000	0.0000	X-CONTRACT	3,277.00	3,213.00	64.00	3,277.00
3.129	COOP BID/DCMO BOCES	0.0000	0.0000	X-CONTRACT	4,611.28	4,635.22	-23.94	4,611.28

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

ONEIDA HERKIMER MADISON BOCES
NEW YORK MILLS UFSD

School Year 2024-25

<u>Summary:</u>	
<u>Total of Service Costs - All Funds:</u>	4,082,851.37 <u>(Except 001/002)</u>
<u>Capital Costs:</u>	86,711.77 <u>(CoSer 002)</u>
<u>Adm. & Clerical Costs:</u>	67,476.84 <u>(CoSer 001)</u>
<u>Total Contract Costs:</u>	4,237,039.98

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

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

ONEIDA HERKIMER MADISON BOCES	PO BOX 70, 4747 MIDDLE SETTLEMENT ROAD, NEW HARTFORD, NY, 13413-0070
Signature, President and/or Clerk, BOCES	(Post Office Address)
(Party of the First Part)	

NEW YORK MILLS UFSD	ADMIN OFFICE, 1 MARAUDER BOULEVARD, NY MILLS, NY, 13417
Signature, President and/or Clerk, Board of Education (As Authorized)	(Post Office Address)
(Party of the Second Part)	

**5.8 Resolution – Approval of the
Contracted Service Agreement with
R. G. Timbs, Inc. Financial Advisor Services
for the 2024-2025 School Year**



NEW YORK MILLS UNION FREE SCHOOL DISTRICT

R.G.TIMBS, INC FINANCIAL ADVISOR SERVICE

BE IT RESOLVED that the New York Mills Board of Education Authorizes the Superintendent of Schools to enter into an agreement with R.G.TIMBS, Inc Financial Advisor Service for the 2024-2025 school year.

Yes ____ No ____

DATED: July 9, 2024
New York Mills, New York

District Clerk
New York Mills Union Free School
New York



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

New York Mills Union Free School District
Financial Advisor Services 2024-25

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

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

Expectations for Deliverables:

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

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

Proposal Limitations:

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



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

Expectations for Deliverables:

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

Capital Project Plans

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

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

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

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

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

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

Proposal Limitations:

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



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

Expectations for Deliverables:

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

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

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

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

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

Expectations for Deliverables:

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

Issuance of Bond Anticipation Note (BAN):

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

If an Official Statement is utilized (all issues over \$1,000,000) the charge for issuance of the BAN will be \$6,800. If the issue is under \$1,000,000 the charge will be \$3,400. Invoice will be submitted after BAN settlement.

Issuance of Serial Bond:

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



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

If an Official Statement is utilized (all issues over \$1,000,000) the charge for issuance of the Bond will be \$12,600. If the issue is under \$1,000,000 the charge will be \$6,300. Invoice will be submitted after Bond settlement.

SERVICE AREA-5: Continuing Disclosure

Full Disclosure

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

Limited Disclosure

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

Event Notices Only

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

SERVICE AREA-6: Energy Performance Contracting

Energy Performance Contract Lease Financing

- Prepare timeline of key dates
- Prepare amortization schedule with aid projections.
- Prepare and send Request for Proposal out to banks and other financial institutions.
- Coordinate Closing and related matters including but not limited to State Aid forms and submissions.
- The charge will be \$25,000 for Coordination and execution of Contract Leasing Financing will be invoiced after closing.



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

- Prepare Preliminary School District Documentation
 - Contact Sheet
 - Exhibit A – Project Description
 - Exhibit B – BAN History
 - School District Disclosure
 - Supplement to Exhibits A & B (if applicable)
 - Assist with Tax Questionnaire
 - Assist Due Diligence Questionnaire
 - Review and provide Comments on first draft Preliminary Official Statement
 - Assist with Bond Debt Service Schedule
 - Retail Pre-Pricing Call
 - Coordinate Closing
 - Finalize and provide Debt Service Schedule
- The charge will be \$30,000 for Coordination and execution of DASNY Financing will be invoiced after closing.

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

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

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

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



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

The charge will be \$28,000 for Coordination and execution of Refunding and will be invoiced after closing.

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

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

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

A rate of \$161 per hour will be charged for a full-service combination of Areas 1, 2, 3 & 5 including travel, with mileage at current IRS rate and out -of-pocket- expenses. Area 4, 6, 7 and 8 will be charged based on a flat fee as outlined above.

General Conditions:

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

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

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

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



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

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

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

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

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

Very truly yours,

Richard G. Timbs, Ed D.
President/CEO

RGT/cjb

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

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

(Signed) _____ (Print Name) _____

Authorized Legal Representative

(Dated) _____

**5.9 Resolution – Approval AIA Document
B101 – 2017 Standard Form Agreement
between Teitsch-Kent-Fay Architects, PC
and New York Mills UFSD**



NEW YORK MILLS UNION FREE SCHOOL DISTRICT

**Teitsch-Kent-Fay Architects, P.C.
AIA Document B101 – 2017 Standard Form Agreement**

BE IT RESOLVED that the New York Mills Board of Education Authorizes the Superintendent of Schools to enter into an agreement with Teitsch-Kent-Fay Architects, P.C. for the 2024-2025 school year.

Yes ____ No ____

DATED: July 9, 2024
New York Mills, New York

District Clerk
New York Mills Union Free School
New York

AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirtieth day of January in the year Two Thousand Twenty-Four

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

New York Mills Union Free School District
1 Marauder Boulevard
New York Mills, New York 13417
Telephone Number: 315-768-8127

and the Architect:
(Name, legal status, address and other information)

Teitsch-Kent-Fay Architects, P.C.
132 Albany Street, Suite M-1
Cazenovia, New York 13035
Telephone Number: 315-655-9543

for the following Project:
(Name, location and detailed description)

2320 New York Mills Capital Project
1 Marauder Drive, NY Mills, NY
\$5,550,000 Referendum Reconstruction Project including: Reconstruction of existing K-12 school building including: Gymnasium / Locker Room reconstruction, Toilet Room reconstructions, Auditorium reconstruction and Entry Foyer / Security Vestibule reconstruction, as well as various interior improvements and reconstruction of infrastructural systems. Exterior work to include roof reconstruction, foundation work, reconstruction of exterior wall and window elements, sidewalks, and landscaping, and various building condition survey items.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Reconstruction of existing K-

12 school building including: Gymnasium / Locker Room reconstruction, Toilet Room reconstructions, Auditorium reconstruction and Entry Foyer / Security Vestibule reconstruction, as well as various interior improvements and reconstruction of infrastructural systems. Exterior work to include roof reconstruction, foundation work, reconstruction of exterior wall and window elements, sidewalks, and landscaping, and various building condition survey items.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$5,550,000 Referendum, assumed construction cost of \$4,715,940
\$834,060 Incidental Costs

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

None

.2 Construction commencement date:

June 30, 2025

.3 Substantial Completion date or dates:

18 months from anticipated commencement of construction date

.4 Other milestone dates:

None

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Smith Site Development, LLC - Cooperative Contract

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Mrs. Michele LaGase
1 Marauder Boulevard
New York Mills, New York 13417

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Construction Manager (if applicable, TBD)

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

RG Timbs, Inc. (financial consultant)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Brian A Manning
132 Albany Street, Suite M-1
Cazenovia, New York 13035
Telephone Number: 315-655-9543

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

St Germain & Aupperle
Richard Aupperle III

.2 Mechanical Engineer:

F|S Engineers, DPC

.3 Electrical Engineer:

F|S Engineers, DPC

.4 Hazardous Materials
ADK Ops, LLC
106 Hilltop Road
Syracuse, New York 13215
Mary Anne Kaputa

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

unknown at time of execution

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4000000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Dollars (\$ NaN) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1000000.00) each accident, One Million Dollars and Zero Cents (\$ 1000000.00) each employee, and Two Million Dollars and Zero Cents (\$ 2000000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00) per claim and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to

rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Previously Completed
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Previously Completed
§ 4.1.1.4 Existing facilities surveys	Previously Completed
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Finish Selection Only
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Applicable
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Previously Completed
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	-
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	-

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Thirty-six (36) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of

construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be determined

.2 Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:

To be determined

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$388,955.00

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly based on Schedule of Hourly Rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly based on Schedule of Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (!NotEmpty%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (10.00	%)
Design Development Phase		percent (15.00	%)
Construction Documents Phase		percent (50.00	%)
Procurement Phase		percent (5.00	%)
Construction Phase		percent (20.00	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

% monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mrs. Michele LaGase, Superintendent

(Printed name and title)

ARCHITECT (Signature)

Daniel Wilson Fay, Architect

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:51:07 ET on 06/26/2024.

PAGE 1

AGREEMENT made as of the Thirtieth day of January in the year Two Thousand Twenty-Four

...

New York Mills Union Free School District
1 Marauder Boulevard
New York Mills, New York 13417
Telephone Number: 315-768-8127

...

Teitsch-Kent-Fay Architects, P.C.
132 Albany Street, Suite M-1
Cazenovia, New York 13035
Telephone Number: 315-655-9543

...

2320 New York Mills Capital Project
1 Marauder Drive, NY Mills, NY
\$5,550,000 Referendum Reconstruction Project including: Reconstruction of existing K-
12 school building including: Gymnasium / Locker Room reconstruction, Toilet Room reconstructions, Auditorium
reconstruction and Entry Foyer / Security Vestibule reconstruction, as well as various
interior improvements and reconstruction of infrastructural systems. Exterior work to include roof reconstruction, fo
undation work, reconstruction of exterior wall and window elements, sidewalks, and
landscaping, and various building condition survey items.

PAGE 2

Reconstruction of existing K-
12 school building including: Gymnasium / Locker Room reconstruction, Toilet Room reconstructions, Auditorium
reconstruction and Entry Foyer / Security Vestibule reconstruction, as well as various interior
improvements and reconstruction of infrastructural systems. Exterior work to include roof reconstruction, foundati
on work, reconstruction of exterior wall and window elements, sidewalks, and landscaping,
and various building condition survey items.

...

\$5,550,000 Referendum, assumed construction cost of \$4,715,940

\$834,060 Incidental Costs

PAGE 3

None

...

June 30, 2025

...

18 months from anticipated commencement of construction date

...

None

...

Smith Site Development, LLC - Cooperative Contract

...

None

...

Mrs. Michele LaGase
1 Marauder Boulevard
New York Mills, New York 13417

...

Construction Manager (if applicable, TBD)

PAGE 4

RG Timbs, Inc. (financial consultant)

...

Brian A Manning
132 Albany Street, Suite M-1
Cazenovia, New York 13035
Telephone Number: 315-655-9543

...

St Germain & Aupperle

...

Richard Aupperle III

...

F|S Engineers, DPC

...

F|S Engineers, DPC

PAGE 5

.4 Hazardous Materials

...

ADK Ops, LLC

...

106 Hilltop Road

...

Syracuse, New York 13215

...

Mary Anne Kaputa

...

unknown at time of execution

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, and reliance on, of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4000000.00) in the aggregate for bodily injury and property damage.

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Dollars (\$ NaN) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1000000.00) each accident, One Million Dollars and Zero Cents (\$ 1000000.00) each employee, and Two Million Dollars and Zero Cents (\$ 2000000.00) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00) per claim and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate.

PAGE 12

§ 4.1.1.1	Programming	<u>Previously Completed</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3	Measured drawings	<u>Previously Completed</u>
§ 4.1.1.4	Existing facilities surveys	<u>Previously Completed</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Not Provided</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design	<u>Finish Selection Only</u>
§ 4.1.1.11	Value analysis	<u>Nor Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Applicable</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22	Security evaluation and planning	<u>Previously Completed</u>

§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	=
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	=

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- .2 Thirty-six (36) visits to the site by the Architect during construction

...

- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- .4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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[] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 19

To be determined

...

To be determined

PAGE 20

\$388,955.00

PAGE 21

Hourly based on Schedule of Hourly Rates

...

Hourly based on Schedule of Hourly Rates

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (!NotEmpty%), or as follows:

...

Schematic Design Phase		percent (<u>10.00</u>	%)
Design Development Phase		percent (<u>15.00</u>	%)
Construction Documents Phase		percent (<u>50.00</u>	%)
Procurement Phase		percent (<u>5.00</u>	%)
Construction Phase		percent (<u>20.00</u>	%)

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Teitsch-Kent-Fay Architects, P.C. Schedule of Hourly Rates of most recent issuance

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

PAGE 23

% monthly

- ...
- .2 AIA Document E203™-2013, Building Information Modeling Exhibit, if completed, and Digital Data Exhibit, dated as indicated below:

...

(Insert the date of the E203-2013 incorporated into this agreement.)

...

Mrs. Michele LaGase, Superintendent

Daniel Wilson Fay, Architect

Reviewed: 4/16/2024

**New York Mills Union Free School District
District-wide School Safety Plan**

Commissioner's Regulation 155.17

Adopted: 7/9/24

Introduction

Emergencies and violent incidents in school districts are critical issues that must be addressed in an expeditious and effective manner. Districts are required to develop a District-wide School Safety Plan designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of the district with local and county resources in the event of such incidents or emergencies.

The district-wide plan is responsive to the needs of all schools within the district and is consistent with the more detailed emergency response plans required at the school building level. Districts are at risk of a wide variety of acts of violence, natural, and technological disasters. To address these threats, the State of New York has enacted the Safe Schools Against Violence in Education (SAVE) law. This component of Project SAVE is a comprehensive planning effort that addresses risk reduction/prevention, response, and recovery with respect to a variety of emergencies in the school district and its schools.

New York Mills Union Free School District continues to support this integral component of the SAVE Legislation through the regular review and updating of its contents. The Superintendent encourages and advocates this ongoing district-wide cooperation and support of Project SAVE.

Public Health Emergencies – Communicable Disease

Effective April 1, 2021, Labor Law §27-c, amends Labor Law §27-1 and adds a new provision to Education Law §2801-a. Labor Law §27-c requires public employers to develop operation plans in the event of certain declared public health emergencies. Education Law §2801-a requires school districts to develop plans consistent with the new Labor Law requirement. The new law requires public employers to prepare a plan for the continuation of operations in the event that the Governor declares a public health emergency involving a communicable disease. Educational institutions must prepare plans consistent with Labor Law §27-c as part of their school safety plans pursuant to newly added subsection (2)(m) of Education Law §2801-a. The Plan must include the following at a minimum:

- 1) A list and description of positions and titles considered essential with justification for that determination.
- 2) The specific protocols that will be followed to enable non-essential employees and contractors to telecommute.
- 3) A description of how the employer will, to the extent possible, stagger work shifts of essential employees and contractors to reduce workplace and public transportation overcrowding.

- 4) Protocols to be implemented to secure personal protective equipment (PPE) sufficient to supply essential workers with 2 pieces of each PPE device needed for each work shift for at least six months. This must include a plan for storage of such equipment to prevent degradation and permit immediate access in the event of an emergency declaration.
- 5) Protocols to prevent spread in the workplace in the event an employee or contractor is exposed, exhibits symptoms, or tests positive for the relevant communicable disease. Such protocols must include disinfection of the individual's work area and common areas. It must also address the policy on available leave with respect to testing, treatment, isolation or quarantine.
- 6) Protocols for documenting precise hours and work locations of essential workers for purposes of aiding in tracking the disease and identifying exposed workers in order to facilitate the provision of any benefits that may be available to them on that basis.
- 7) Protocols for coordinating with the locality to identify sites for emergency housing for essential employees to contain the spread of the disease, to the extent applicable to the needs of the workplace.

Details on this Plan are included in Appendix A Public Employer Emergency Plan (Communicable Disease - Pandemic Plan).

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Section I: General Considerations and Planning Guidelines

A. Purpose

New York Mills Union Free School District District-wide School Safety Plan was developed pursuant to Commissioner’s Regulation 155.17. At the direction of the New York Mills Union Free School District Board of Education, the District Superintendent appointed a District-wide School Safety Team and charged it with the development and maintenance of the District-wide School Safety Plan.

B. Identification of Safety Teams

As referenced in the previous section, New York Mills Union Free School District has appointed a District-Wide Safety Team that includes, but is not limited to, representatives of: School board, Teacher organizations, Administrator organizations, School safety personnel, Parent organizations, Law enforcement, Student (at discretion of BOE) and other school personnel. The members of the team and their positions or affiliations are as follows:

Members Name	Title
Michele D. LaGase	Superintendent/Chief Emergency Officer
Kristin Hubley Robert Mahardy, Jr.	School Board Members
Mary Facci Denise DiSpirito	Administrator Administrator
Marissa Rys Jeanne Marley	Athletic Director Teacher/NYMTA
Patty Ward	Transportation Supervisor/CSEA President
Derek Coffin Jessica Coffin Deborah Fennell Michael Fiore Abby Taylor	Community Partners/Parents
Ernie Talarico Michael Mahoney Chief Robert Frankland Chief Rick Ulinski Frank Allen Joe Morosco	Village of NY Mills Mayor Village of Yorkville Mayor NYM Police Department NYM Fire Department Yorkville Police Department Yorkville Fire Department
Sheriff Rob Maciol	Oneida County Sheriff’s Office
Mark Burnop	Senior Custodian
Jessica Fletcher	BOCES Safety Coordinator

C. Identification of the Chief Emergency Officer (CEO)

The New York Mills Union Free School District has appointed Michele LaGase as the Chief Emergency Officer.

The responsibilities of the CEO include, but not be limited to:

- a) Coordination of the communication between school staff, law enforcement, and other first responders;
- b) Lead the efforts of the District-Wide Safety Team in the completion and yearly update of the District-Wide School Safety Plan, by September 1st and the coordination of the District-Wide Plan with the Building-Level Emergency Response Plans;
- c) Ensure staff understanding of the District-Wide School Safety Plan;
- d) Ensure the completion and yearly update of Building-Level Emergency Response Plans for each school building by the dates designated by the Commissioner;
- e) Assist in the selection of security related technology and development of procedures for the use of such technology;
- f) Coordinate appropriate safety, security, and emergency training for district and school staff, including required training in the emergency response plan by September 15th annually;
- g) Ensure the conduct of required evacuation and lock-down drills in all district buildings as required by Education Law Section 807.

D. Concept of Operations

- General protocols reflected in the District-wide School Safety Plan guide the development and implementation of the Building Safety Plans. The District-wide Safety Plan sets forth the general procedures and protocols to be adhered to at each division and serve as the standard operating procedures.
- In developing the district-wide plan, key internal and external stakeholders were involved in order to garner the best local operational knowledge and the best emergency management and safety expertise in creating and revising the plan. The District is an integral part of the community and, as such, it is important that community stakeholders are involved and understand the role of the school district and its relationship to the safety of the community at large.
- In the event of an emergency or violent incident, the initial response to all emergencies at an individual division will be by the Building Emergency Response Team.
- Upon activation of the Building Emergency Response Team, the Superintendent or designee will be notified and, where appropriate, local emergency officials will also be notified. Efforts may be supplemented by county and state resources through existing protocols.

E. Plan Review and Public Comment

- Pursuant to Commissioner's Regulation, Section 155.17 (e)(3), this plan will be made available for public comment at least 30 days prior to its adoption. The district-wide plan may be adopted by the School Board only after at least one public hearing that provides for the participation of school personnel, parents, students and any other interested parties. The plan must be formally adopted by the Board.

- Full copies of the District-wide School Safety Plan and any amendments will be submitted to the New York State Education Department within 30 days of adoption and no later than October 1st of each year. In addition, the Building Safety Plans will be sent to the New York State Police, Oneida County Sheriff's Office and the Local Police Agency(ies).
- This plan will be reviewed periodically during the year and will be maintained by the District-wide Safety Team. The required annual review will be completed on or before July 1st of each year after its adoption by the Board. A copy of the plan will be available in the district office and posted to the New York Mills Union Free School District Website.
- While linked to the District-Wide School Safety Plan, Building-Level Emergency Response Plans shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provisions of the law, in accordance with Education Law Section 2801-a. Building-Level Emergency Response Plans will be provided to the New York State Police, Oneida County Sheriff's Office and Police Department(s) within 30 days of adoption and no later than October 1st of each year.

Task	Date(s)
District-Wide Safety Team Annual Review Date	4/16/2024
District-Wide School Safety Plan – Public comment period (began & ended)	5/1/2024 6/1/2024
Public Hearing	6/4/2024
District-Wide School Safety Plan approved by Board	7/9/2024
District-Wide School Safety Plan posted to website	After July BOE Meeting
URL of District-Wide School Safety Plan verified	After July BOE Meeting

Section II: Risk Reduction/Prevention and Intervention

A. Prevention/Intervention Strategies

Initiatives that improve the culture and climate in our schools and improve communication at all levels can substantially enhance our ability to truly prevent any negative event from occurring. Prevention would always be preferred over risk reduction. However, not all such events will be prevented despite our best efforts. Therefore, we must formulate plans to intervene and reduce risk by minimizing the impact of any negative event.

This section will identify specific prevention and risk reduction strategies that have been implemented within the District. Many of these components serve as both prevention and risk reduction tools.

Program Initiatives

The District recognizes the importance of programs and activities that improve the school climate and communication throughout the school community and that encourages the reporting of potentially dangerous, suspicious or violent behavior. Such efforts serve to improve the security, safety and quality of life for all those in the community. The district has established the following programs and activities

for improving communication among students and between students and staff, and to facilitate the reporting and evaluation of potentially violent incidents:

- ◆ Conflict resolution for students
- ◆ K-12 RtI (Response to Intervention) Team
- ◆ Behavior Improvement Plan (BIP)
- ◆ Functional Behavior Assessments (FBA)
- ◆ Mediation
- ◆ In-school Counseling
- ◆ School safety programs presented to students and/or staff (local law enforcement, BOCES, fire department)
- ◆ Referrals to community agencies ex: Juvenile Probation, Kids Oneida, Mental Health and/or Substance Abuse Agencies
- ◆ K-6 Character Education Program/PBIS (Positive Behavioral Intervention Support)
- ◆ Positivity Project (K-12)
- ◆ Social Skills Groups
- ◆ K-12 Code of Conduct
- ◆ Reporting mechanisms for school violence (through School Counselors, Social Worker, School Resource Officers, Principals, staff)
- ◆ Use of camera surveillance equipment externally, internally, and on school buses
- ◆ Threat Evaluation/Assessment and Procedures Team - Our elementary and secondary PPS Teams serve as Threat Evaluation/Assessment and Procedures Teams for grades K-6 and 7-12, respectively.
- ◆ Dignity for All Students Anti-Bullying Training for all K-12 Students.

The district will continue to assess its needs and establish programs that will help to create a positive, safe learning environment for students.

The district encourages all divisions to develop strategies that support a positive safe learning environment for students, such as community involvement in the schools, mentoring programs, or adjusting scheduling to minimize potential for conflicts or altercations.

Training, Drills, and Exercises

The District will ensure that the building conducts drills and exercises to test the components of the building-level plan. To comply with Education Law §807, the school must conduct 4 lock-down and 8 evacuation drills (12 drills total) each year. The use of tabletop exercises to accomplish this task in coordination with local and county emergency response and preparedness officials may be considered when live drills are impractical or not sufficient to meet training goals. Specific drills and training for various types of hazards will be conducted for staff and students on selected response protocols including: Shelter-In-Place; Hold-In-Place, Evacuation, Lockout, and Lockdown. This training will identify various types of hazards that could occur, response actions that should be employed, as well as training on violence prevention and mental health. Students should be informed, in a non-traumatizing way, about different types of responses that can be used. This type of training will be conducted before September 15th annually, new employees will be trained within 30 days of hire.

- ◆ Amendments to Education Law §807 (1-a),b: Fire and Emergency Drills requirements have expanded to also include emergency drills to prepare students to be able to respond appropriately in the event of a sudden emergency.
- ◆ The statute requires twelve drills be conducted each school year, four of which must be lock-down drills, the remaining eight are required to be evacuation drills.
- ◆ There is still a requirement that eight of the required twelve drills must be completed in the first half of the school year.
- ◆ The District conducts emergency response training for staff and students by reviewing procedures appropriate to hazardous situations including those that are weather-related, criminal in nature, environmental, or failure of a building system. The procedures are explained and practiced in a variety of ways including early go-home drill; tabletop exercise; live drill; and District Crisis Team exercise. Training takes place on Superintendent's Conference Days and/or other training days as deemed appropriate by the Superintendent, and will utilize the resources of local law enforcement, New York State Police, Oneida-Herkimer-Madison BOCES Safety Office, and Oneida County Emergency Management Office.
- ◆ When appropriate, and at the discretion of the District-Wide Team, the district will coordinate drills and/or exercises with local and county emergency response and preparedness officials. For security purposes, details of these drills and exercises have not been included in this plan. All Federal and State required drills are completed during the course of each year.
- ◆ Front desk attendance staff receives front door training through BOCES Safety Office. Administrators and School Social Workers are trained including first aid, CPR/AED training, de-escalation techniques, and other staff development opportunities as appropriate.
- ◆ Various trainings will also be conducted over the course of the school year that include:
 - ◆ Mental Health
 - ◆ DASA Awareness
 - ◆ Right To Know
 - ◆ Sexual Harassment and Workplace Violence
 - ◆ Fire Safety
 - ◆ And other trainings that are required by law and ensures the safety of students and staff

Implementation of School Safety & Building Security

Routine Precautions by all staff

All staff are expected to immediately report to the principal and/or supervisor about any information they have received or observations they have made regarding anything that could possibly impact the safety and security of anyone within the school community.

Note: Staff should always err on the side of safety and share such information each and every time. No detail is too small or inconsequential as individual staff may not be aware of all circumstances surrounding a particular student or concern.

Limited Access

The building is tasked with implementing this policy while tailoring it to the specific needs of the program. Generally, this means that the fewest exterior doors necessary to maintain normal business will remain unlocked during portions of the regular school day. Doors shall not be propped open so that safety, security and fire code regulations can be maintained. Those doors that may need to remain unlocked during a portion of the school/business day should be monitored in some fashion. All entrances are to be secured shortly after the start of the instructional/business day.

Once secured for the instructional/business day, the divisions may utilize an audio and/or video electronic, visitor access control system at their primary entrances that provides a means for school staff to remotely screen and approve visitors prior to actually granting them access into the building.

The District also utilizes a keyless entry / electronic access control system allowing specific access (designated days/times, buildings and entrances) to authorized personnel by presenting a programmed proximity identification card to a reading device at those entrances. This system also automatically unlocks and locks specific entrances to accommodate normal arrival, dismissal and after school activity.

Staff Photo Identification Badges

All employees are issued photo identification badges that are to be **displayed at all times** while on District property to assist visitors, students and staff in identifying employees as well as possible intruders.

Visitor policy

All visitors will sign in prior to entry into the building. District uses Raptor as software to screen all visitors upon arrival. If an alert occurs related to the visitor, an administrator and SRO will be notified to screen visitor. Visitors will sign-in and be issued a name badge, which needs to be visible at all times.

Should an unannounced visitor appear at a classroom, office or be observed in the hallways without proper identification (visitor pass/name badge), staff may approach and inquire as to a subject's business or contact the school's main office immediately.

Student Sign-Out Procedures

The District is diligent in ensuring that only those persons authorized to sign-out students are allowed to do so. Staff may also require a photo ID if the requesting party is unknown to them and may contact a parent or guardian for confirmation when deemed appropriate.

Video Surveillance

A digital video surveillance system is in service to assist in monitoring, deterring and recording activity in high use areas, as well as areas of chronic concern or perceived vulnerability.

School Safety Assessment

School safety assessment – a strategic evaluation and facilities audit to identify emerging and potential school safety problems.

Fire Alarm

A fire detection alarm that is linked to a central monitoring station is in service at the District. These alarms and fire response procedures are tested regularly and consistent with New York State Education Department regulations.

School Resource Officer

The District contracts with the Village of New York Mills Police Department to provide a School Resource Officer on campus during the school day. The School Resource Officer acts as the liaison between students and staff and will field anonymous reports of acts of violence and bullying.

Random Drug Sniffing Canine Search

The District may occasionally conduct canine searches throughout the school year.

Vital Educational Agency Information

- ◆ In an emergency, the Superintendent may be responsible for contacting other educational agencies in the district or general vicinity. Collaboration agreements are in place allowing for the sharing of information.

B. Early Detection of Potentially Violent Behaviors

The District recognizes the importance of early recognition and intervention into conflicts and potentially violent or threatening behaviors. As such, the District will ensure that appropriate school violence prevention and intervention training will be incorporated into all phases of staff professional development. Communication strategies are utilized to deter potentially violent incidents with the establishment of various programs.

Informative materials regarding the early detection of potentially violent behaviors shall be made available to the school community through various means that may include brochures, newsletters, and the district website.

Students, parents, community members and all staff are encouraged to share information regarding any student conflicts, threats or troubling behaviors with the appropriate school administrator so that an investigation can commence in a timely fashion if deemed necessary.

Strategies for Improving Communication Among Students and Between Students and Staff and Reporting of Potentially Violent Incidents

The District recognizes the importance of good communication among students and between students and staff. All parties are encouraged to strive for improvement at all times. Sharing information is the first line of defense in keeping students safe. It is vital that students understand that reporting information about potential problems is a way of preventing harm to another. Reporting concerns that may impact on the safety and health of others is the responsibility of the entire District's community.

Short term and long-term strategies to bettering communication and preventing violence at the District include:

- Set clear expectations for students and communicate these standards to students, staff and parents. (Code of Conduct)
- Pay attention to what students are saying
- Encourage communication among parents, student, staff and community members
- Train staff to listen and question effectively
- Institute programs, initiatives and community service students to promote character development.

This communication may extend beyond District personnel to include members of the District Safety Team, Law Enforcement, Mental Health Professionals, etc., when deemed appropriate and within existing legal parameters.

C. Hazard Identification

The list of sites of potential emergencies include: Main building, playground area, properties adjacent to the building, buses, off-site field trips, and commercial areas adjacent to school property. Each individual Building Health and Safety Team has assessed their own division for any unique hazards and has documented them on their respective Building-Level Emergency Response Plans. The District has developed multi-hazard response plans, based on the Incident Command System and the National Incident Management System (NIMS), for the following emergency situations:

Multi-Hazard List

Hazard Category	Type
District buildings	Medical emergency, parental/abduction, fire/explosion, bomb threat, intruder, power outage, chemical spills, air quality, dangerous weather (lightening, hail, hurricane, tornado)
Beekman gymnasium	Same as above
Athletic fields	Personal injury, intruder
Buses	Accident, fight, medical emergency, dangerous intruder, parental/abduction
Off-site field trips	Accident, abduction, medical emergency
Playground areas	Playground injury, dangerous weather, abduction, intruder
Roadways (Burrstone Rd. traffic light)	Accident, hazardous spill, personal injury
Construction/renovation sites	Accident, fire, explosion, chemical spill, personal injury
Bus Garage	Fire, explosion, chemical spill, personal injury
Reserve Center	Intruder, fire/explosion, bomb threat, gun threat
Civil Disturbance	Bomb Threat, Intruder Alert, Hostage Taking, Kidnapping, Physical Assault or Threat
Environmental Emergency	Flood, Hazardous Materials Incident, Snow/Ice Storm, Tornado Warning, Thunder/Lightning Storm, Wind Storm, Fire, Explosion, Gas Leak
Building Failure	System Failure, Structural Failure
Medical Emergency	Sick/Injured Person, School Bus/Car Accident, Mass Illness/Epidemic, Influenza Pandemic/Pandemic

Identified Onsite Hazards

- Various chemical storage areas
- Welding/hot work area
- Indoor vehicle transportation areas
- Compressed gas storage areas
- Paint spray booths
- Areas of student congregation
- Student/teacher/administrator conference areas
- Boiler/mechanical rooms

Identified Offsite Hazards

- Major highways (chemical transport)
- Airport (flight path)
- Railroad
- Certain industrial sites (refineries, etc.)
- Creeks

D. Construction and Capital Project Safety

The District will take steps to ensure the safety and security of the students and staff during periods of construction. This requirement may include conducting background checks on workers, maintaining sufficient and appropriate emergency egress routes, and notifying building occupants of any changes.

The District Safety Committee, or a subcommittee thereof, may be involved in monitoring safety during construction projects as needed. The Committee may include: the Superintendent, Head Custodian, members of the Safety Office, Administration team members, architect, construction manager, and contractors. The Committee will hold additional meetings as needed to review issues and address complaints related to health and safety resulting from the construction project.

Section III: General Emergency Response Planning and Response to Threats and Acts of Violence

A. Notification and Activation (Internal and External Communications)

Quick and accurate contact with appropriate law enforcement officials is essential in the event of a violent incident. These relationships have been established through the participation of local response officials on Building-Level Emergency Response Teams. These individuals and appropriate means of contact are documented in the Building-Level Emergency Response Plans. Internal communication is also of prime importance and will be specifically defined in the Building-Level Emergency Response Plan.

Incident Commanders are authorized to and will initiate contact with the appropriate law enforcement officials in the event of a violent incident. The District maintains a list of local law enforcement agencies, and the designation of the individual who is authorized to contact the law enforcement agencies.

The methods used for notifications of a disaster or an act of violence include the following possible forms of communication: Oneida County Emergency Services, telephone, e-mail, portable radio system, NOAA weather radio, District maintained website, intercom or PA system, local media, and others as appropriate or necessary.

The plans may specify that in the event of an emergency, or impending emergency, the District will notify all principals/designees within the complex to take the appropriate action.

The District may utilize the resources of the Oneida County Emergency E911 Center and other messaging means to contact parents, guardians or persons in parental relation to the students in the event of a violent incident or an early dismissal. The District may also use local media in some instances or post information on the website.

B. Situational Responses

Multi-Hazard Response

In the event of a catastrophic emergency (fire, building collapse, etc.) the evacuation of the building and the preservation of life is the only consideration. It is anticipated that specific procedures outlined in this document, particularly as they relate to notifications, line of authority, etc., and may be violated in cases involving catastrophic emergencies.

There are many variables that could impact the manner in which the Building Emergency Response Team responds to a particular occurrence. These variables could include: time of day, weather, age of students, and location of students, anticipated response time of emergency responders, availability of support personnel, and availability of transportation. Specific emergency situations are identified and standard response procedures are detailed in the Building-Level Emergency Response Plans; however, given the aforementioned variables, it is impractical to try and map out the specific steps to take for every conceivable scenario. It is more practical to focus on just a few critical decisions that need to be made in every emergency pursuant to our primary goal of preventing injury and loss of life. In the event that the following response actions, emergency closing, early dismissal, evacuation, shelter-in-place, lockdown, lockout are activated, the following actions will be implemented. For example: a response protocol could include the following steps:

1. Assess the situation – Incident Commander/Designee
2. Response Action Implementation
3. Notification of Parents/Guardians
4. Recovery
5. Evaluation

The Building-Level Emergency Response Plan includes procedures and actions that will be implemented in the event of the occurrence of a hazardous event. Such plans are not available to the public, nor are they to be included in the District-Level Safety Plan.

- In the event of a violent incident, the Superintendent or the Executive Principal will contact appropriate law enforcement officials through the 911 system. If an administrator is unavailable, the Head Custodian, School Business Official, School Nurse, Faculty, Staff Member and/or Secretaries may call 911 as needed. A list of local law enforcement agencies and of those individuals who are authorized to contact the law enforcement agencies is also included in the appendix of the Emergency Response Plan.
- In the event of a disaster or an act of violence, all educational agencies within the school district of will be notified using one or more of the following mechanisms:

Telephone
Fax/Email
District Radio System

Intercom
Local Media
NOAA Weather Radio

In the event of an emergency, or impending emergency, the district will notify all principals/designees of facilities within the district to take the appropriate action.

- Parents, guardians or persons in parental relation to the students will be notified in the event of a violent incident or an early dismissal by means of local media in some instances, by using a phone tree with emergency contact cards provided by students, or by mass communication software.

The District Superintendent is designated as the Chief Emergency Officer and Incident Commander during the initial response to any emergency at the District. The District Superintendent will provide leadership, organize activities and disseminate information with the assistance of the Emergency Response Team(s). If the District Superintendent is unavailable or not on site, a Designated Alternate will act in their absence with the same authority and responsibility.

Response Protocols

The District's selection of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage takings, intrusions and kidnappings will be included in the Building-Level Safety Plans. The following possible protocols are provided as examples:

- ◆ Identification of decision-makers
- ◆ Plans to safeguard students and staff
- ◆ Procedures to provide transportation, if necessary
- ◆ Procedures to notify parents
- ◆ Procedures to notify media
- ◆ Debriefing procedures

In most instances where this level of school response is warranted, the District will be seeking assistance from outside emergency responders in resolving the situation. As such, the immediate objective is generally to contain and manage the incident until the emergency responders arrive on scene.

Procedures for obtaining advice and assistance from local government officials including the county or city officials responsible for implementation of Article 2-B of the Executive Law. By contacting Oneida County 911, the system for coordinating the delivery of assistance from both the county and local agencies will be activated.

Responses to Acts of Violence: Implied or Direct Threats Including Threats by Students Against Themselves, to Include Threats of Suicide

The District's policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school will be included in the Building-level Safety Plans. In situations in which Implied or Direct threats of violence by students, teachers, other school personnel or visitors to the school have been made and recognizes the need to take immediate action.

The following types of procedure(s) may be used:

- ◆ Follow procedures outlined in the Code of Conduct
- ◆ Use of staff trained in de-escalation or other strategies to diffuse the situation.
- ◆ Inform Building Principal of implied or direct threat.
- ◆ Determine level of threat with District Superintendent/Designee.
- ◆ Contact the appropriate law enforcement agency, if necessary and follow the Memorandum of Understanding developed collaboratively between local police agencies and the District.
- ◆ Monitor situations, adjust responses as appropriate, and include the possible use of the Emergency Response Team.

Acts of Violence

The District policies and procedures for responding to acts of violence by students, teachers, other personnel and visitors to the District will be included in the Building-Level Safety Plans. The following types of procedure(s) could be used:

- ◆ Determine level of threat with District Superintendent/Designee.
- ◆ If the situation warrants, isolate the immediate area and evacuate if appropriate.
- ◆ Staff and Students are asked to inform the Building Principal/ Superintendent.
- ◆ If necessary, initiate a response procedure (Hold-In-Place, Lockout and/or Lockdown), and contact appropriate emergency response agencies. As well as follow the Memorandum of Understanding.
- ◆ Monitor situation; adjust response as appropriate; if necessary, initiate early dismissal, sheltering or evacuation procedures.
- ◆ Keep parents/guardians informed.

The District's emergency response plans are outlined in the Building-level Emergency Response Plan for security reasons. They include the following situations:

Threats of Violence	Intruder
Hostage/Kidnapping	Explosive/Bomb Threat
Natural/Weather Related	Hazardous Material
Civil Disturbance	Biological
School Bus Accident	Radiological
Gas Leak	Epidemic

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Responses to Acts of Violence: Implied or Direct Threats

The District has established the following strategies for responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school. Strategies for responding to threats by students against themselves and others, including suicide have also been developed. The Building-level plan includes specifics to potential emergency situations which would require these responses.

- ◆ Use of staff trained in de-escalation or other strategies to diffuse the situation.
- ◆ Inform Building Principal of implied or direct threat.
- ◆ Determine level of threat with Superintendent/Designee.
- ◆ Contact appropriate law enforcement agency, if necessary.

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- ◆ Monitor situation, adjust response as appropriate, and include the possible use of the Emergency Response Team.

Emergency Response Team

Michele D. LaGase, Superintendent
 Mary Facci, Executive Principal
 Denise DiSpirito, Interim Principal

Mark Burnop, Head Custodian
 Patty Ward, Transportation Supervisor
 Marissa Rys, Athletic Director

The District will provide training to assist personnel in de-escalation techniques and/or identification of early warning signs of potentially violent behavior as part of the required staff development program.

Acts of Violence

In the event of an act of violence by students, teachers, other school personnel or visitors to the school, the District will implement the procedures outlined in the Building-level Plan. The following types of procedure(s) have been considered:

- ◆ Determine level of threat with Superintendent/Designee.
- ◆ If the situation warrants, isolate the immediate area and evacuate if appropriate.
- ◆ Inform Building Principal/Superintendent.
- ◆ If necessary, initiate lockdown procedure, and contact appropriate law enforcement agency, fire department, ambulance via 911.
- ◆ Emergency Lockdown boxes in central locations in school that activates Blue Light warning system
- ◆ Monitor situation; adjust response as appropriate; if necessary, initiate early dismissal, sheltering or evacuation procedures.

Response Protocols

The District's responses to emergencies, including protocols for responding to bomb threats, hostage takings, intrusions and kidnappings are included in the Building-level Plan. The following protocols are provided as examples:

- ◆ Identification of decision-makers
- ◆ Plans to safeguard students and staff
- ◆ Procedures to provide transportation, if necessary
- ◆ Procedures to notify parents
- ◆ Procedures to notify media
- ◆ Debriefing procedures

Arrangements for Obtaining Emergency Assistance from Local Government

- ◆ In an emergency, the Superintendent/Designee will contact the 911 center for fire, law enforcement, or EMS response.

- ◆ On occasion, the Superintendent/Designee may need to contact the highest-ranking local government official for notification and/or assistance. The New York Mills Village Mayor would be the local government official to notify.

Mayor Ernie Talerico
Phone 315-736-9212

Procedures for Obtaining Advice and Assistance from Local Government Officials

The District will contact the County Emergency Management Office for advice and assistance for implementation of Article 2-B of the Executive Law. A list of emergency response agencies including the Red Cross, fire department, police, mental health services, hospitals, private industry, private individuals, and religious organizations is included in the Appendix 1.

District Resources Available for Use in an Emergency

During an emergency, the District has the following resources available:

Equipment	Location
Cellphones	Administrators office
Two-way radios	Maintenance/office/Admin Staff/Monitors/Nurses
Trucks	Bus Garage
Snow removal equipment	Bus Garage
Bus Fleet	Bus Garage
Portable Generators/Lighting	Bus Garage/Maintenance
Crisis Response Kits	All Offices, Bus Garage

Community Resources Available for Use in an Emergency

During an emergency, the District may ask for assistance or equipment from the following community resources:

Equipment/423-1300 Dispatch	Location	Phone #
Portable generators/Lighting	National Grid	(800) 642-4272 or Account Info
Water pump, medical equipment, generators	New York Mills Fire Department	911
Trucks, equipment	Department of Public Works	315-736-3204
Tents, medical supplies, generators	Army Reserve Center	315-793-8400 x401/315-793-8411
Pumps, emergency equipment	Mohawk Upper Regional Water Board Anne Milograno 315-794-4532	315-792-0302 (water emergency) After hours 315-792-0301

Responses to Violence (Incident reporting, Investigation, Follow-Up, Evaluation, and Disciplinary Measures)

The District requires all incidents of violence, whether or not physical injury has occurred (verbal abuse, threats of violence, etc.), to be reported immediately by employees and students and documented. With the realization that employees and students may otherwise be reluctant to come forward, all must maintain confidentiality. Individuals are assured that there will be no reprisal for reporting their concerns. Incidents will be reported as follows:

- The Building Principal/Administrator or Designee will be responsible for receiving and responding to all incident reports including anonymous reports.
- Information on the reporting process for students and staff will be provided as part of the violence prevention training program.
- Each incident will be reported to and evaluated by a Threat Assessment Team for the purpose of compiling data and evaluating the Violence Prevention Program.

Relationships have been established with the Police Department and other emergency response agencies at the building level. Representatives from these agencies (Law Enforcement, Fire and Emergency Medical Responders) are asked to participate on Building-Level School Safety Teams.

Reporting

Once an incident has been reported, and depending on its severity, the School Building Principal/Administrator or Designee will assume responsibility as the Incident Commander, who should take the following steps:

- Report it to the Police Department;
- Secure the area where the disturbance has occurred;
- Ensure the physical safety/medical management of students/staff remaining in the area
- Ensure that while responding to the incident, the remainder of the building remains appropriately supervised;
- Quickly assess the area of the incident to determine damage as a result of the incident and if it is safe to remain; if necessary, evacuate or shelter as per the Building-Level Emergency Response Plans;
- Provide notification to Administration;
- Provide incident debriefing to students and staff as needed;
- Notify parents.

Investigation

After the incident has occurred, the Threat Assessment Team will conduct a detailed investigation. It is the purpose of the Team to focus on facts that may prevent recurrence, not find fault. The Team conducting the investigation will:

- Collect facts on how the incident occurred;
- Record information;
- Identify contributing causes;
- Recommend corrective action;
- Encourage appropriate follow-up; and
- Consider changes in controls, policy and procedures.

Follow-up

The District recognizes the importance of responding quickly and appropriately to the medical and psychological needs of students/staff following exposure to a violent incident. All individuals affected by a violent act will be provided with appropriate medical and psychological treatment and follow-up. Provisions for medical confidentiality and protection from discrimination will be included to prevent the victims of violent incidents from suffering further loss.

Evaluation

Emergency Response/Threat Assessment Team is responsible for ensuring that an initial school building security analysis is conducted and periodically re-evaluated. These physical evaluations will focus on the identification and assessment of school building security hazards and address necessary changes in building practices. These evaluations will review the potential for different types of violent incidents including bomb threats, hostage-taking, intrusions, and kidnapping. Professionals will be utilized from local law enforcement and private consultants as necessary.

Disciplinary Measures

The Code of Conduct will be the basis for determining the appropriate disciplinary measures that may be necessary.

Code of Conduct

The District has created a detailed Code of Conduct to describe the expected behavior of students, staff and visitors to school buildings and the disciplinary actions resulting from violations of the Code. The Code, which will be communicated to all students/staff and parents, will serve as a major component of the violence prevention program. The Code will be evaluated annually and revised as necessary to reflect changes in school policies and procedures. A copy of the Code of Conduct will be made available to students, parents, staff and community members. The Code of Conduct was updated and adopted by the Board on July 13, 2022 and then made available and posted on our website.

Arrangements for Obtaining Emergency Assistance from Local Government

Arrangements for obtaining assistance during emergencies from emergency services organizations and local government agencies include contacting 911 immediately. Additional support can be obtained by contacting the Sheriff, Local Police Departments, Local Fire Departments, and Oneida County Emergency Services.

Procedures for Obtaining Advice and Assistance from Local Government Officials (see above)

Resources Available for Use in an Emergency

District resources which may be available during an emergency include all of our facilities and other vehicles and trucks. We can also contact the Village and Town Highway Department for access to heavy equipment and other resources.

Procedures to Coordinate the Use of Resources and Manpower during Emergencies

The District will use the Incident Command System to coordinate the use of resources and manpower during emergencies.

The following persons are available to assist in the event of an emergency:

Name	Role, skill, or assignment
Michele LaGase, Mary Facci, Denise DiSpirito, School Resource Officer,	District Coordination, Bomb Threat, Reasonable Suspicion Search/ID of drugs alcohol use
Amanda Woodward, Michele LaGase, Mary Facci, Kim Zogby, Romana Papaleo.	De-escalation, Restraint
Juliette Jones, Stephen Davis	Medical, First Aid, CPR, AED.
Bus Drivers	Medical, First Aid, CPR, AED.
Stephen Davis, Andrea Dziekan, Rachel Garguilo, Juliette Jones, Deborah Houle, Marie Joswick, Michael Keating, Anthony Ricco, Marissa Rys, Patty Ward	First Aid/CPR/AED
Audrey Foote	Hazardous materials/chemical management
Mary Facci, K-12 Executive Principal and Denise DiSpirito, Interim K-12 Principal	Coordinator K-12 Bomb Threat Response, De-escalation, Restraint, First Aid

Protective Action Options

Plans for taking the following actions in response to an emergency where appropriate will be included in Building-Level Emergency Response Plans:

School cancellation

The cancellation or delay of District educational programs shall be made by the Superintendent or designee.

Early dismissal

Early dismissal shall be implemented under conditions when it is imperative to return students to their homes as quickly as possible (e.g. impending blizzard). The decision to dismiss early shall be made by the Superintendent or designee. Persons in parental relation will be notified through various communication platforms.

Emergency evacuation

Emergency evacuation is implemented under conditions when it is no longer safe for students and staff to remain in the building (e.g. hazardous materials spill). The decision to evacuate will be made by the Principal or designee. Students and staff will be accounted for. In some cases, students and staff will be taken to an alternative location, off site.

Shelter-in-place

Sheltering will be implemented if conditions inside the building is safer for students and staff (e.g. tornado warning). The decision to shelter on site will be made by the Principal or designee. If the sheltering period is to extend more than a few hours, arrangements to meet basic human needs will be accounted for.

Hold-in-place

Hold in place will be implemented if conditions exist in the building to keep students and staff where they are (e.g. medical emergency). The decision to hold in place will be made by the Principal or designee.

Lockout

A lockout will be implemented if there is a threat that exists outside of the building or vicinity (e.g. bank robbery). The decision to implement a lockout will be made by the Principal or designee.

Lockdown

A lockdown will be implemented if there is a threat inside of the building (e.g. a violent act). The decision to implement a lockdown will be made by the Principal or designee.

Terrorist Threats & Activities

In the event of terrorist threats or activities, the Principal shall be instructed by the Superintendent or designee to follow the recommended actions outlined by NYS Homeland Security. The actions recommended are based on the level of alert declared by the State and Federal governments.

National Terrorism Advisory System (NTAS)

NTAS advisories – whether they be Alerts or Bulletins – encourage individuals to follow the guidance provided by state and local officials and to report suspicious activity. Where possible and applicable, NTAS advisories will include steps that individuals and communities can take to protect themselves from the threat as well as help detect or prevent an attack before it happens. Individuals should review the information contained in the Alert or Bulletin, and based upon the circumstances, take the recommended precautionary or preparedness measures for themselves and their families.

Bulletin:

Describes current developments or general trends regarding threats of terrorism.

Elevated Threat Alert:

Warns of a credible terrorism threat against the United States.

Imminent Threat Alert:

Warns of a credible, specific, and impending terrorism threat against the United States.

Individuals should report suspicious activity to local law enforcement authorities. Often, local law enforcement and public safety officials will be best positioned to provide specific details on what indicators to look for and how to report suspicious activity. The *If You See Something, Say Something™* campaign across the United States encourages the public and leaders of communities to be vigilant for indicators of potential terrorist activity, and to follow the guidance provided by the advisory and/or state and local officials for information about threats in specific places or for identifying specific types of suspicious activity.

Section IV: Recovery

A. District Support for Buildings

After an incident, the Crisis Plan will be initiated by the appropriate level Emergency Response Team. Necessary resources will be deployed in order to support the Emergency Response Teams and post-incident responders.

The Emergency Response Team and the Post-Incident Response Team will be supported in their efforts by all available in-agency resources and personnel as required by the nature of the emergency. The Emergency Response Team is available for support when necessary to assist all buildings in their response effort.

District Support for Buildings

- ◆ The District has established a K-12 Emergency Response Team and a K-12 Crisis Response Team.

B. Disaster Mental Health Services

The Building-Level Emergency Response Team will designate the Post-Incident Response Team in each school building to respond in crisis situations and help provide disaster mental health services as outlined in the Building-Level Emergency Response Plan for that building. The Department(s) affected may draw upon additional resources from existing pupil personnel staff, as needed. Depending on the nature of an incident, if a Department does not have the needed resources, services will be arranged for pupil personnel staff, such as school psychologists and school social workers, to assist on the Post-Incident Response Team. Employees will also be encouraged to seek assistance from the Employee Assistance Program (EAP). Depending on the scope of the situation, the Oneida County Office of Emergency Management and Department of Mental Health may be contacted to help coordinate a County or State-wide effort.

- ◆ The PPS Team and Administration will assist in the coordination of disaster mental health resources and will mobilize the implementation of the Crisis Response Team as outlined in the district Crisis-Response Plan.
- ◆ During the recovery phase of an incident, the District will reevaluate its current violence prevention and school safety activities and consider what the school can do to improve its plan.

C. Forms and Recordkeeping

The success of the Violence Prevention Program will be greatly enhanced by the District's ability to document and accurately report on various elements of the program along with training staff. This will allow us to monitor its success and update the program as necessary. Forms, resources, and training materials have been developed for this purpose. Records will be kept in accordance with record retention laws.

Section V: Emergency Remote Instruction Plan

The New York Mills Union Free School District has been committed to ongoing planning and implementation of district technologies to ensure equitable access for students and staff. Should our District be forced to close on an emergency basis we are prepared for remote learning.

A. Computing Devices

The District has gathered data via the Digital Equity Survey to identify families' levels of access to devices and internet access at their residence and continues to monitor ongoing needs. Students and parents sign acceptable uses policies at the start of the school year. Students are issued a District device (Chromebook) to keep throughout the school year. The District procures, manages and maintains hardware, software, licenses, learning management systems etc. to support remote instruction.

B. Internet Connectivity

Wi-Fi hotspots are available to any family in need of internet connectivity at home. This has not been an area of need historically, as most families had proper internet connectivity during previous closures.

C. Instructional Modality/Schedule

The District will continue to utilize the same instructional modality (Zoom and Google Classroom) as noted in the District's Reopening Plan, to provide both synchronous and asynchronous instruction with students attending school online during regular school hours following a standard schedule consistent with in-person learning. Use of the Google Classroom will provide a platform for students and staff to complete asynchronous instructional programming and assignments outside the school day. Teachers and instructional staff will differentiate and adjust instruction to meet individual student learning needs.

D. Support Service Provision

Programs and services will be provided to the greatest extent possible to ensure students' access to their education. District staff can provide technical support to students. Staff will collaborate with parents and students to provide services to that are consistent with the student's IEP and method of delivery, including adaptations to accommodations and modifications to ensure a Free Appropriate Public Education (FAPE).

E. Instructional Hours

Teachers will take attendance daily for elementary students and period by period for secondary students. The District intends to follow the same number of hours claimed for State aid purposes per day as is claimed per day for in-person learning.

APPENDIX A

Public Employer Emergency Plan (Communicable Disease - Pandemic Plan)

Our District-Wide School Safety Plan (DWSSP) is based on addressing the currently accepted phases of emergency management (Prevention/Mitigation; Protection; Response; Recovery). This concept is more simplistically defined as a way of looking at a potential emergency before, during and after the event. This Pandemic Plan is built upon the components already existing in our District-Wide School Safety Plan that also incorporates our Building-Level Emergency Response Plans. It is a flexible Plan developed in collaboration with a cross-section of the school community and public health partners and will be updated regularly to reflect current best practices. The Plan will be tested (exercised) routinely as part of the overall exercise of the District-Wide School Safety Plan. The District-Wide School Safety Team assumes responsibility for development and compliance with all provisions of this Plan and implementation at the building level through the Building-Level Emergency Response Team. Effective April 1, 2021, Labor Law §27-c, amends Labor Law §27-1 and adds a new provision to Education Law §2801-a. Labor Law §27-c requires public employers to develop operation plans in the event of certain declared public health emergencies. Education Law §2801-a requires school districts to develop plans consistent with the new Labor Law requirement. The new law requires public employers to prepare a plan for the continuation of operations in the event that the Governor declares a public health emergency involving a communicable disease. Educational institutions must prepare plans consistent with Labor Law §27-c as part of their school safety plans pursuant to newly added subsection (2)(m) of Education Law §2801-a. The Plan addresses the required components in the sections as noted below:

Prevention/Mitigation

- (1) A list and description of positions and titles considered essential with justification for that determination.
- (2) The specific protocols that will be followed to enable non-essential employees and contractors to telecommute.
- (3) A description of how the employer will, to the extent possible, stagger work shifts of essential employees and contractors to reduce workplace and public transportation overcrowding.

Protection/Preparedness

- (4) Protocols to be implemented to secure personal protective equipment (PPE) sufficient to supply essential workers with two (2) pieces of each PPE device needed for each work shift for at least six (6) months. This must include a plan for storage of such equipment to prevent degradation and permit immediate access in the event of an emergency declaration.

Response

- (5) Protocols to prevent spread in the workplace in the event an employee or contractor is exposed, exhibits symptoms, or tests positive for the relevant communicable disease. Such protocols must include disinfection of the individual's work area and common areas. It must also address the policy on available leave with respect to testing, treatment, isolation or quarantine.

- (6) Protocols for documenting precise hours and work locations of essential workers for purposes of aiding in tracking the disease and identifying exposed workers in order to facilitate the provision of any benefits that may be available to them on that basis.
- (7) Protocols for coordinating with the locality to identify sites for emergency housing for essential employees to contain the spread of the disease, to the extent applicable to the needs of the workplace.

Prevention/Mitigation:

- We will work closely with the Oneida County Department of Health to determine the need for activation of our Plan. The following procedures will be followed by administrators, principals, school nurses for reporting communicable disease, including Coronavirus, Influenza, etc., and communicating with the Health Department:
 - Report suspected and confirmed cases of illness to the Oneida County Department of Health
- The Oneida County Department of Health will monitor County-wide cases of communicable disease and inform school districts as to appropriate actions.
- Michele LaGase, Superintendent of Schools will help coordinate our Pandemic planning and response effort. This person will work closely with the District-Wide School Safety Team that has responsibility for reviewing and approving all recommendations and incorporating them into the District-Wide School Safety Plan. The school district Medical Director and nurses will be vital members of the Safety Team. Because of the potential importance of technology in the response effort (communication and notification) the school district Technology Director will also be an important Team member. The Human Resources Director, Business Official, Facility Director, Food Service Director, Transportation Coordinator, Public Information Officer and Curriculum Director will also be vital to the planning effort. Other non-traditional individuals may also be required to be part of the Team.
- The District-Wide School Safety Team will review and assess any obstacles to implementation of the Plan. The plan has considered issues related to Planning and Coordination; Continuity of Student Learning; Core Operations; Infection Control Policies and Procedures; and Communication.
- The district will emphasize hand-washing and cough/sneezing etiquette through educational campaigns that will include NYS DOH and CDC Materials.
- We will educate and provide information to parents, staff, and students about our Pandemic Plan and about how to make an informed decision to stay home when ill. We will utilize our website, postings and direct mailings for this purpose.

(1) Essential Positions/Titles

In the event of a government ordered shutdown, similar to our response to the Coronavirus in the spring of 2020, we are now required to consider how we would prepare for future shutdowns that may occur. As part of our planning we are now required to provide information on those positions that would be required to be on-site or in district for us to continue to function as opposed to those positions that could realistically work remotely. The following information is addressed in the table below:

1. Title – a list of positions/titles considered essential (could not work remotely) in the event of a state-ordered reduction of in-person workforce.
2. Description – brief description of job function.
3. Justification - brief description of critical responsibilities that could not be provided remotely.

4. Work Shift – brief description of how the work shifts of those essential employees or contractors (if utilized) will be staggered in order to reduce overcrowding at the worksite.
5. Protocol – how will precise hours and work locations, including off-site visits, be documented for essential employees and contractors (if utilized).

The worksheet below has been completed by each department which includes Central Administration, Human Resources, Facilities Services, Transportation, Food Service, Communications, Technology, Instructional Programs, Athletics, Special Education, Messenger/Mail Services, and Security. Actual information can be found in Building Level Emergency Management Plans (BLERP).

Human Resources Essential Positions (Example Table)				
Title	Description	Justification	Work Shift	Protocol
Superintendent	Supervises, and manages the central staff and principals	Overseeing proper functioning of entire district	Varies	Timesheets with Superintendent approved hours, locations, and administrator sign offs will be utilized for accountability
School Business Official	Manages budget, contracts, paid services, and human resources	Overseeing proper functioning of support staff and finances	Varies	Timesheets with Superintendent approved hours, locations, and administrator sign offs will be utilized for accountability
Building level Principals	Provide leadership to the faculty and school community of each building	Overseeing proper functioning of building level academics and staff	Varies	Timesheets with Superintendent approved hours, locations, and administrator sign offs will be utilized for accountability
Committee on Special Ed Chairperson	Work with all stakeholders to develop academic plans that align to State and Local mandates	Overseeing proper implementation of IEP and 504 plans	Varies	Timesheets with Superintendent approved hours, locations, and administrator sign offs will be utilized for accountability
Head Custodian	Oversees facilities operations, budgets, and maintenance	Overseeing proper functioning of building level support staff	Varies	Timesheets with Superintendent approved hours, locations, and administrator sign offs will be utilized for accountability

Transportation Supervisor	Overall operations of transportation network	Overseeing proper functioning of transportation network	Varies	Timesheets with Superintendent approved hours, locations, and administrator sign offs will be utilized for accountability
School Counselors	Implementing and managing school guidance programs	Overseeing State academic mandates and providing counseling functions to students	Varies	Timesheets with Superintendent approved hours, locations, and administrator sign offs will be utilized for accountability
Payroll Clerk	Processing employees' paychecks by collecting their payroll data and timesheets	Processing employees' paychecks by collecting their payroll data and timesheets	Varies	Timesheets with Superintendent approved hours, locations, and administrator sign offs will be utilized for accountability
Accounts Payable Clerk	Calculating, posting business transactions, and invoice processing	Calculating, posting business transactions, and invoice processing	Varies	Timesheets with Superintendent approved hours, locations, and administrator sign offs will be utilized for accountability
Building Level Nurse	Provide on-site health support for students and staff	Provide onsite health support for students and staff	Varies	Timesheets with Superintendent approved hours, locations, and administrator sign offs will be utilized for accountability
Building Level Secretaries	Providing secretarial and administrative support to the Administration	Providing secretarial and administrative support to the Administration	Varies	Timesheets with Superintendent approved hours, locations, and administrator sign offs will be utilized for accountability

(2) Protocols Allowing Non-Essential Employees to Telecommute

Ensure Digital Equity for Employees

- Mobile Device Assessments:
 - Survey agency departmental staff to determine who will need devices at home to maintain operational functions as well as instructional services
 - Conduct a cost analysis of technology device needs
- Internet Access Assessments:

- Survey agency departmental staff to determine the availability of viable existing at-home Internet service
- Conduct a cost analysis of Internet access needs
- Providing Mobile Devices and Internet Access:
 - To the extent practicable, decide upon, develop procurement processes for, order, configure, and distribute, if and when available, appropriate mobile devices to those determined to be in need.
 - To the extent practicable and technically possible, decide upon, develop procurement processes for, and when available, provide appropriate Internet bandwidth to those determined to be in need. WIFI hotspots and residential commercial Internet options will be evaluated for anticipated effectiveness in particular situations.

Technology & Connectivity for Students - Mandatory Requirements:

- To the extent possible, have knowledge of the level of access to devices and high-speed broadband all students and teachers have in their places of residence;
- To the extent practicable, address the need to provide devices and internet access to students and teachers who currently do not have sufficient access; and
- Provide multiple ways for students to participate in learning and demonstrate mastery of Learning Standards in remote or blended models, especially if all students do not yet have sufficient access to devices and/or high-speed internet.

Mobile Devices Delivery:

Technology offers schools and districts increased options for continuing learning during extended closures. Technology can be leveraged in different ways to meet local needs, including but not limited to:

- Communication (e-mail, phone, online conferencing, social media)
- Teacher/student and student/student interaction (office hours, check-ins, peer collaboration)
- Instruction (video/audio recordings of instruction, instructional materials, synchronous distance learning, asynchronous online courses)
- Learning Materials and Content (digital content, online learning activities)
- Additional Technology Devices Assessments:
 - Identify students' technology needs to include adaptive technologies
 - Use the Asset Tracking Management System procedures to check out all mobile devices
 - If a shutdown happens abruptly, plan a pick-up time and location, and arrange to deliver devices to those who cannot pick them up.
- Providing Multiple Ways for Students to Learn
 - Support instructional programs as needed in preparation of non-digital, alternative ways for students to participate in learning and demonstrate mastery of Learning Standards in remote or blended models in circumstances in which students do not yet have sufficient access to devices and/or high-speed internet.

(3) Staggering Work Shifts of Essential Employees – Reducing Overcrowding

Depending on the exact nature of the communicable disease and its impact, the district is prepared to enact numerous strategies to reduce traffic congestion and maintain social distancing requirements in order to minimize building occupancy. The following will be considered:

- Limiting building occupancy to 25%, 50% or 75% of capacity or the maximum allowable by State or Local guidance.
- Forming employee work shift cohorts to limit potential contacts.
- Limit employee travel within the building.
- Stagger arrival and dismissal times.
- Alternate work-days or work weeks.
- Implement a four-day work week.
- Limit or eliminate visitors to the building.

The school district will utilize these base strategies and expand upon them as necessary in order to address any public health emergency.

Protection (Preparedness):

We have collaborated with our partners to assure complementary efforts. We have invited representatives from the Oneida County Department of Health, Police Department, Office of Emergency Management, Department of Mental Health and others to attend our District-Wide School Safety Team meetings. This will allow us to send consistent messages to the school community on pandemic related issues.

- The District-Wide Command Center will be at District Office with the alternate in Executive Principal Office and will be activated at the direction of the School District Incident Commander. We have established our District-Wide Incident Command Structure as follows:

Michele D. LaGase	Superintendent	315-768-8127
Mary Facci	Executive Principal	315-768-8124
Denise DiSpirito	Interim K-12 Building Principal	315-768-8129
Lisa Stamboly	School Business Official	315-768-1503
Vanessa Vaccaro	CSE Chairperson	315-768-8124
Rob Frankland	NY Mills Police Chief	315-723-8513
Bryan Waterman	School Counselor	315-768-3395
Kaitlyn Phillips	School Social Worker	315-768-3395
Mark Burnop	Head Custodian	315-768-8516
Patty Ward	Transportation Supervisor	315-768-7948

Building-level Command Posts and Incident Command Structures are defined in the Building-Level Emergency Response Plans. Our Incident Command System will complement and work in concert with the Federal, State, and Local Command Systems. Our central administrators and school building principals have completed both the IS 100 (Introduction to Incident Command) IS 362 (Multi-Hazard Emergency Planning for Schools) and IS 700 (National Incident Management System) training courses which are available on-line through the FEMA website. *We are also recommending that all District-wide School Safety Team members, administrators, principals, nurses and others take the Johns Hopkins University COVID-19 Contact Tracing Course which is offered free-of-charge at <https://www.coursera.org/learn/covid-19-contact-tracing>.*

- The school district has designated a COVID-19 safety coordinator (administrator), for each of its schools, whose responsibilities include continuous compliance with all aspects of the school’s reopening plan, as well as any phased-in reopening activities necessary to allow for operational issues to be resolved before activities return to normal or “new normal” levels. The coordinators shall be the main contact upon the identification of positive COVID-19 cases and are responsible for subsequent communication. Coordinators shall be responsible for answering questions from students, faculty, staff, and parents or legal guardians of students regarding the COVID-19 public health emergency and plans implemented by the school.

<i>School/Program</i>	<i>COVID-19 Safety Coordinator/Administrator</i>	<i>Contact #</i>
<i>District</i>	<i>Superintendent</i>	<i>315-768-8127</i>

- Communication will be important throughout a pandemic outbreak. It will be necessary to communicate with parents, students, staff, and the school community. Communication methods may include; websites; school postings; general mailings; e-mails; special presentations; phones and cell phones, texting; reverse 911 systems, and the public media. A school district Public Information Officer (PIO) the Superintendent of Schools has been designated to coordinate this effort and act as the central point for all communication. The PIO will also retain responsibility for establishing and maintaining contact with accepted media partners. The PIO will work closely with our Technology Director to assure proper function of all communication systems. This coordination will also help assure that as many redundant communication systems as possible are available. (School messenger, district website, and social media).
- Continuity of operations and business office function could be severely impacted by a loss of staff. As such, our plan will include procedures for maintaining essential functions and services. This will include:
 - Overall Operations – we have defined the following decision-making authority for the district (Superintendent of Schools, School Business Official, Principals). Recognizing the need for these essential individuals to have frequent communication we have established as many redundant communication systems as possible. Our primary communication will

be through our normal phone system followed by hand-held radios, cell phones, e-mail, district automated phone notification system.

- The Business Office is essential for maintaining overall function and facilities operation. Back-up personnel will be important to maintain purchasing and payroll responsibilities. We have defined the following job titles for having back-up responsibility in these areas School Business Official, Payroll Clerk, District Treasurer, Accounts Payable Clerk. Recognizing the need for job cross-training, we have trained individuals with the following job titles Superintendent of Schools as back-up for School Business Official, Accounts Payable Clerk for Payroll Clerk and District Treasurer, Payroll Clerk for Accounts Payable Clerk. We have also established the ability to maintain these essential functions off-site from remote locations as follows: The District will provide remote workstations to District Office personnel in order to continue proper business office functions.
- Maintenance of facilities will be difficult with a reduced or absent maintenance staff. The Director of Facilities or back-up designee will keep the business office informed of such status and of the point at which buildings can no longer be maintained. The Director of Facilities has provided building administrators with procedures for maintaining essential building functions (HVAC system operation, alarms, security, etc. along with a list of telephone numbers of outside companies and alternates for repair and maintenance of these systems). If necessary, we will pool maintenance staff to form a mobile central team to help assist in essential building function and cleaning of critical areas such as bathrooms. Teachers may be asked to assist in this effort. If necessary, we may provide spray bottle sanitizers for each classroom teacher for doorknob and desktop disinfection only. Desktops will be misted with the provided disinfectant and left to dry. *At no time will products not approved by the school district be utilized.*
- Human Resources will be essential in monitoring absenteeism and assuring appropriate delegation of authority. Changes to district policies and procedures to reflect crisis response may become necessary and will be implemented by Human Resources. The Human Resources Director has provided cross-training of staff to ensure essential functions. Director of Curriculum and Instruction, and building level Principals are trained as back-up for essential Human Resources functions. Human Resources will help develop the Plan, in conjunction with all bargaining units, for emergency use of personnel in non-traditional functions and changes in the normal work-day such as alternate or reduced work hours, working from home, etc. Working with administration and local officials, the Human Resources Department will help to decide if schools need to be closed.
- Continuity of instruction will need to be considered in the event of significant absences or school closure. Restructuring of the school calendar may become necessary. We will work closely with the New York State Education Department on this potential result throughout the crisis period. Some of the alternate learning strategies we have implemented to be used in combination as necessary include:
 - Use of interactive platforms
 - Hard copy, self-directed lessons
 - Use of mobile media storage digital platforms for lessons.

- On-line instruction; on-line resources; on-line textbooks
- Communication modalities for assignment postings and follow-up: telephone; Postal Service; cell phone, cell phone mail, text messages; e-mail; automated notification systems; website postings

(4) Obtaining and Storing Personal Protective Equipment (PPE)

PPE & Face Covering Availability:

- The school district will provide employees with an acceptable face covering at no-cost to the employee and will have an adequate supply of coverings in case of replacement.
- Face coverings are meant to protect other people in case the wearer is unknowingly infected (many people carry COVID-19 but do not have symptoms).
- Cloth face coverings are not surgical masks, respirators, or Personal Protective Equipment (PPE).
- Information should be provided to staff and students on proper use, removal, washing and disposal of face coverings.
- Face coverings are most essential in times when physical distancing is difficult.
- Procurement, other than some very basic preliminary purchases will be done on a consolidated basis to ensure that the district is getting the most for its PPE dollars.
- Teach and reinforce use of face coverings among all staff.
- We have encouraged all staff to utilize their own personal face coverings but have secured and will provide PPE for any employee requesting such protection. Specialized PPE (N95s, face shields, gowns, gloves, etc.) may be required for specific work tasks and will be provided as deemed necessary. Those individuals that are required to wear N-95 respirators will be fit-tested and medically screened prior to use to assure they are physically able to do so. We will work in partnership with community partners to provide this capability. Parents will also be encouraged to provide face coverings for students however, face coverings will be provided for any student that cannot provide their own.

PPE Supply Management

- The Facilities Department is working with programs to determine the overall PPE needs of the district. Centralized purchasing will be used when possible.

Disposable Face Covering Supplies					
Group	Quantity per 100 per Group	12 Week Supply 100% Attendance	12 Week Supply 50% Attendance	12 Week Supply 25% Attendance	Assumptions
Students	100 Masks per Week	1200	600	300	1 Disposable Mask per Week per Student (supplements parent provided)
Teachers/Staff	500	6000	3000	1500	5 Disposable Masks per Week per Teacher
Nurse/Health Staff	1000	12,000	6000	3000	10 Disposable Masks per Week per School Nurse

PPE for High Intensity Contact with Students			
Item	1 Week Supply for 1 Staff	12 Week Supply	Assumptions
<i>Disposable Nitrile Gloves</i>	10	120	10 per Week per Staff
<i>Disposable Gowns</i>	10	120	10 per Week per Staff
Eye Protection	2	n/a	2 Re-usable per Staff
Face Shields	2	n/a	2 Re-usable per Staff
Waste Disposal Medium	1	n/a	1 Unit per Staff Total
N-95 Respirators*	10	120	10 per Week per Staff

**Note: N-95 respirators are recommended only if staff will be in contact with a suspected COVID-19 positive case and/or aerosol-generating procedure. Those employees required to wear N-95 respirators will need to be fit tested and medically evaluated in order to determine if the employees are capable of wearing an N-95 respirator without impacting health.*

Response:

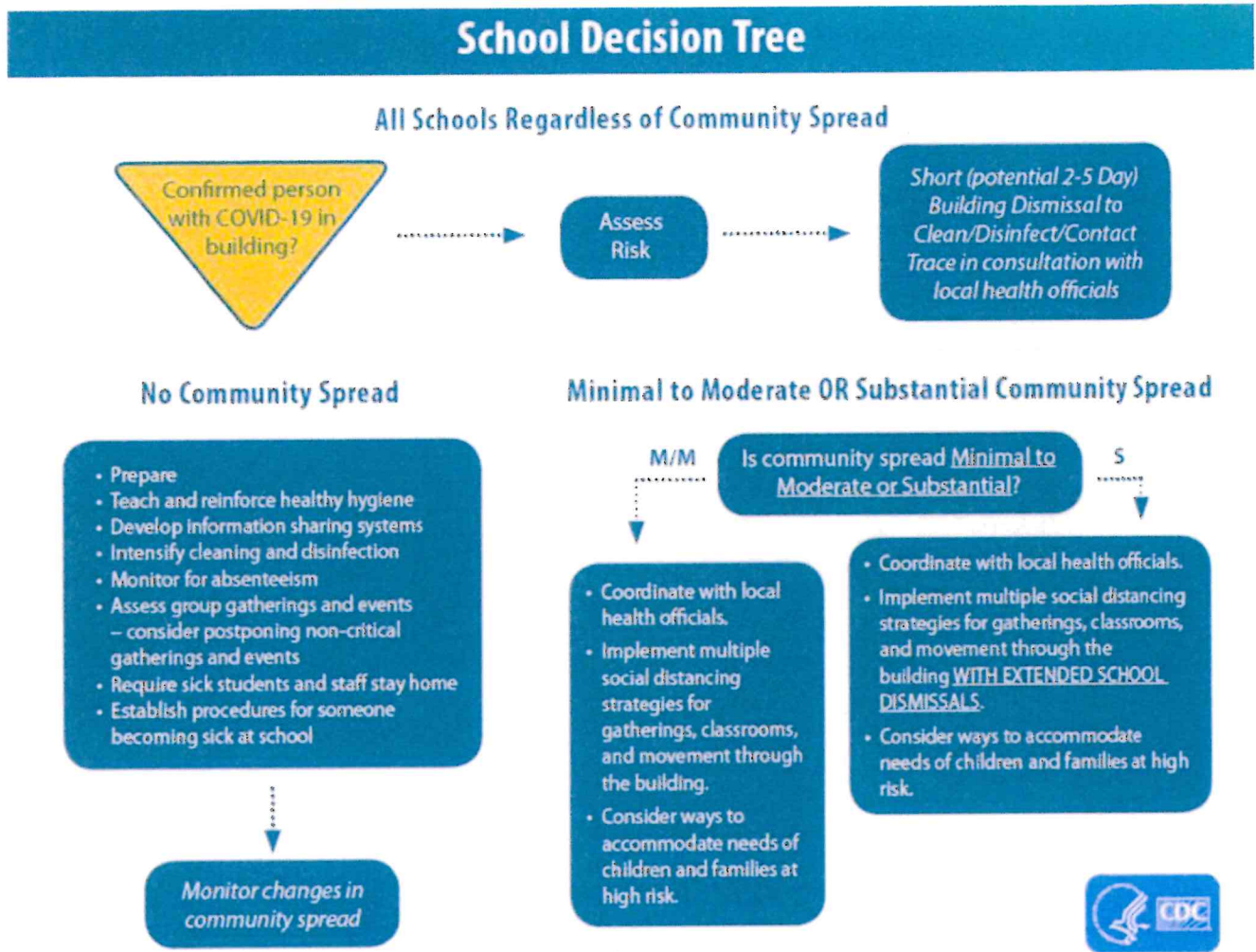
The District-Wide School Safety Team will meet to determine the need for activation of a pandemic response based on internal monitoring and correspondence with the Oneida County Department of Health and other experts. Each Building-Level Emergency Response Team will be informed that the Plan has been activated.

- The entire Incident Command Structure at both the District and Building level will be informed that the response effort has been enacted. These individuals will meet to discuss the Plan's activation and review responsibilities and communication procedures.
- The PIO will work closely with the Technology Director to re-test all communication systems to assure proper function. The District-Wide School Safety Team and Building-Level Emergency Response Teams will assist in this effort.
- Based on the latest information from collaboration with our partners, and to send a message consistent with public health authorities, the PIO will utilize the communication methods previously described to alert the school community of the activation of our District-Wide School Safety Plan as it specifically applies to pandemics.
- The Business Official will meet with staff to review essential functions and responsibilities of back-up personnel. Ability to utilize off-site systems will be tested. The Business Official will monitor utilization of supplies, equipment, contracts, and provided services and adjust as necessary.
- The Facility Director will meet with staff and monitor ability to maintain essential function. The Facility Director will review essential building function procedures with the Principal and command chain. Sanitizing procedures will be reviewed with teachers. The Facility Director will work closely with the Business Official or designee to implement different phases of the Plan as necessary.
- The Human Resources Director will meet with staff to review essential functions and responsibilities of back-up personnel. The Human Resources Director will monitor absenteeism to assure maintenance of the Command Structure and possible need to amend existing procedures.
- Based on recommendations from Local and State Authorities, schools may be closed. Our Plan for continuity of instruction will be implemented as previously described.
- If the decision is made to close a school building the school district will notify the NYS Education Department and District Superintendent at Oneida-Herkimer-Madison BOCES.

**(5) Preventing Spread, Contact Tracing and Disinfection
Confirmed COVID-19 Case Requirements & Protocols**

Instructional programs must be prepared for COVID-19 outbreaks in their local communities and for individual exposure events to occur in their facilities, regardless of the level of community transmission. CDC has provided the following decision tree to help schools determine which set of mitigation strategies may be most appropriate for their current situation:

CDC and NYSDOH Recommendations:



- Closing off areas used by a sick person and not using these areas until after cleaning and disinfection has occurred;
- Opening outside doors and windows to increase air circulation in the area.
- Waiting at least 24 hours before cleaning and disinfection. If waiting 24 hours is not feasible, wait as long as possible;
- Clean and disinfect all areas used by the person suspected or confirmed to have COVID-19, such as offices, classrooms, bathrooms, lockers, and common areas.
- Once the area has been appropriately cleaned and disinfected it can be reopened for use.

- Individuals without close or proximate contact with the person suspected or confirmed to have COVID-19 can return to the area and resume school activities immediately after cleaning and disinfection.
- If more than seven days have passed since the person who is suspected or confirmed to have COVID-19 visited or used the facility, additional cleaning or disinfection is not necessary, but routine cleaning and disinfection should continue.

Return to School After Illness:

Schools must follow local DOH guidance for allowing a student or staff member to return to school after exhibiting symptoms of COVID-19. If a person is not diagnosed by a healthcare provider (physician, nurse practitioner, or physician assistant) with COVID-19 they can return to school:

- Once there is no fever, without the use of fever reducing medicines, and they have felt well for 24 hours;
- If they have been diagnosed with another condition and have a healthcare provider written note stating that they are clear to return to school.

If a person is diagnosed with COVID-19 by a healthcare provider based on a test or their symptoms or does not get a COVID-19 test but has had symptoms, they should not be at school and should stay at home until:

- It has been at least ten (10) days since the individual first had symptoms;
- It has been at least three (3) days since the individual has had a fever (without using fever reducing medicine); and
- It has been at least three (3) days since the individual's symptoms improved, including cough and shortness of breath.

The CDC provides specific guidance for individuals who are on home isolation regarding when the isolation may end. CDC recommendations for discontinuing isolation in persons known to be infected with COVID-19 could, in some circumstances, appear to conflict with recommendations on when to discontinue quarantine for persons known to have been exposed to COVID-19. CDC recommends 14 days of quarantine after exposure based on the time it may take to develop illness if infected. Thus, it is possible that a person known to be infected could leave isolation earlier than a person who is quarantined because of the possibility they are infected.

Staff Absenteeism

- All district staff will contact their supervisor when they are absent due to illness. Substitutes will be provided as necessary and as requested.
- The instructional departments will develop a plan to monitor absenteeism of staff, cross-train staff, and create a roster of trained back-up staff.
- The non-instructional departments will monitor absenteeism of students and staff, cross train staff, and create a roster of trained back-up staff.

Employee Assistance Program (EAP)

- The Human Resources Department will continue to disseminate information to employees about EAP resources. EAP is a voluntary, work-based program that offers free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems. EAPs address a broad and complex body of issues

affecting mental and emotional well-being, such as alcohol and other substance abuse, stress, grief, family problems, and psychological disorders.

Medical Accommodations

- The Superintendent of Schools will continue to handle medical and COVID-19 accommodations. Requests for COVID-19 accommodations should be sent to mlagase@newyorkmills.org

New York State Contact Tracing Program

If a student or staff member tests positive for Coronavirus the New York State Contact Tracing Program will be implemented. As such, it is important for everyone to understand how contact tracing works. The information below is provided by the New York State Contact Tracing Program:

New York State has partnered with Bloomberg Philanthropies, Johns Hopkins Bloomberg School of Public Health and Vital Strategies to create the NYS Contact Tracing Program, a nation-leading initiative to help slow the spread of COVID-19 and make it safer to begin to return to normal again.

Contact Tracers work with people who have tested positive for COVID-19 to identify people they have had contact with and let them know they may have been exposed to the disease.

If you get a call from “NYS Contact Tracing” (518-387-9993), PLEASE answer the phone. Answering the phone will keep your loved ones and community safe.

A contact tracer will:

- NEVER ask for your Social Security number
- NEVER ask for any private financial information
- NEVER ask for credit card information
- NEVER send you a link without proper authentication procedures

If you test positive, a COVID Contact Tracer will connect you with the support and resources you may need through quarantine, such as help getting groceries or household supplies, child-care, medical care or supplies. The Tracer will work with you to identify and reach out via phone and text to anyone you’ve been in contact with while you were infectious to trace and contain the spread of the virus.

People who have come in close contact with someone who is positive are asked to stay home and limit their contact with others. By staying home during this time, IF you become sick yourself, you have not infected many others along the way. This is how we stop the spread!

Testing, medical and quarantine support for yourself and your loved ones will be arranged. We will not release your name to anyone. Your information is strictly confidential and will be treated as a private medical record. This nation-leading program will place emphasis on areas with the highest rates of infection and on regions ready to open. The program will operate through the next flu season. It will be implemented in coordination with New Jersey and Connecticut.

Your caller ID will say “NYS Contact Tracing” (518-387-9993).

Please answer the phone so we can keep NY moving forward and stop the spread of COVID-19.

Facilities: Cleaning and Sanitizing

Cleaning removes germs, dirt, and impurities from surfaces or objects. Cleaning works by using soap (or detergent) and water to physically remove germs from surfaces. This process does not necessarily kill germs, but by removing them, it lowers their numbers and the risk of spreading infection. Visibly soiled surfaces and objects must be cleaned first. If surfaces or objects are soiled with body fluids or blood, use gloves and other standard precautions to avoid coming into contact with the fluid. Remove the spill, and then clean and disinfect the surface.

Sanitizing lowers the number of germs on surfaces or objects to a safe level, as judged by public health standards or requirements. This process works by either cleaning or disinfecting surfaces or objects to lower the risk of spreading infection.

Routine cleaning of school settings includes:

- Cleaning high contact surfaces that are touched by many different people, such as light switches, handrails and doorknobs/handles
- Dust-mopping, wet-mopping and/or auto-scrubbing floors
- Vacuuming of entryways and high traffic areas
- Removing trash
- Cleaning restrooms
- Wiping heat and air conditioner vents
- Spot cleaning walls
- Spot cleaning carpets
- Dusting horizontal surfaces and light fixtures
- Cleaning spills

Classroom/Therapy Rooms:

The district will provide related service providers with additional cleaning supplies to ensure continuous disinfecting of classrooms and therapy rooms that service students with complex disabilities where multiple tools are used for communication, mobility, and instruction.

Common Areas:

Smaller common areas, like kitchenettes and copy room areas, should have staggered use. If users cannot maintain six feet of distance, they shall wear a face covering. Signage has been posted in common areas to remind staff of health and safety etiquette.

Disinfecting:

Disinfecting kills germs on surfaces or objects by using chemicals to kill germs on surfaces or objects. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infection.

- Cleaning and disinfection requirements from the Centers for Disease Control and Prevention (CDC) and the Department of Health will be adhered to.
- Custodial logs will be maintained that include the date, time and scope of cleaning and disinfection. Cleaning and disinfection frequency will be identified for each facility type and responsibilities will be assigned.

- Hand hygiene stations will be provided and maintained, including handwashing with soap, running warm water, and disposable paper towels, as well as an alcohol-based hand sanitizer containing 60% or more alcohol for areas where handwashing is not feasible.
- Regular cleaning and disinfection of facilities and more frequent cleaning and disinfection for high-risk areas used by many individuals and for frequently touched surfaces, including desks and cafeteria tables will be conducted.
- Regular cleaning and disinfection of restrooms will be performed.
- Cleaning and disinfection of exposed areas will be performed in the event an individual is confirmed to have COVID-19, with such cleaning and disinfection to include, at a minimum, all heavy transit areas and high-touch surfaces.
- Although cleaning and disinfection is primarily a custodial responsibility, appropriate cleaning and disinfection supplies will be provided to faculty and staff that is approved by the district for use.
- Additional paper towel dispensers may be installed in other designated spaces.

Upon request, Facilities Services will provide approved disinfecting solutions for additional on the spot disinfecting. This should be done daily or between use as much as possible. Examples of high touch areas in schools may include, but are not limited to:

- Bus seats and handrails.
- Buttons on vending machines and elevators.
- Changing tables.
- Classroom desks and chairs.
- Door handles and push plates.
- Handles on equipment (e.g., athletic equipment).
- Handrails, ballet barres.
- Dance studio floors.
- Kitchen and bathroom faucets.
- Light switches.
- Lunchroom tables and chairs.
- Shared computers, keyboards and mice.
- Shared telephones.

Hand Sanitizing:

- Hand sanitizer dispensers will be located and installed in approved locations.
- Hand sanitizer bottles will be distributed to staff as approved for use from the district.
- The district ensures that all existing and new alcohol-based hand-rub dispensers, installed in any location, are in accordance with the Fire Code of New York State (FCNYS) 2020 Section 5705.5.

Trash removal:

- Trash will be removed daily.
- Garbage cans or process for collecting trash during lunch periods in classrooms will be increased where necessary.
- No-touch trash receptacles will be utilized, where possible.

(6) Documenting Precise Hours/Work Locations of Essential Workers

It is recognized that as the work environment changes to adapt to the emergency situation and typical work schedules are modified it can become more difficult to track employees especially if they conduct work off site or in numerous locations. The ability to identify these individuals will be extremely important if contact tracing is necessary during a communicable disease crisis. **Tracking of these identified individuals will be located in the BLERP.**

(7) Emergency Housing for Essential Employees

Emergency housing for essential workers is not considered to be generally required for school employees as opposed to healthcare workers and other critical care employees. However, we have canvassed local hotels/motels so we may be prepared for an unanticipated need and should be able to access the following if necessary:

1. Hampton Inn and Suites New Hartford/Utica (315-793-1600 & 315-733-1200)
2. Holiday Inn Express & Suites Utica (315-724-2726)
3. Fairfield Inn & Suites Utica (315-798-9600)
4. TownePlace Suites by Marriott New Hartford (315-732-2500)
5. Wingate by Wyndham Rome (315-334-4244)

Some Oneida County School Districts have also established school building shelter sites across the County in cooperation with the Red Cross which may be utilized in the event of any emergency situation. If deemed necessary, school districts will work closely with the Red Cross to determine housing options.

Recovery:

- Re-establishing the normal school curriculum is essential to the recovery process and should occur as soon as possible. We will work toward a smooth transition from the existing learning methods to our normal process. We will use all described communication methods and our PIO to keep the school community aware of the transition process.
- We will work closely with the New York State Education Department to revise or amend the school calendar as deemed appropriate.
- We will evaluate all building operations for normal function and re-implement appropriate maintenance and cleaning procedures.
- Each Building-Level Post-incident Response Team will assess the emotional impact of the crisis on students and staff and make recommendations for appropriate intervention.
- The District-Wide School Safety Team and Building-Level Emergency Response Teams will meet to debrief and determine lessons learned. Information from the PIO, Business Office, Human Resources, Facility Director, and other key team members will be vital to this effort. The District-Wide School Safety Plan and Building-Level Emergency Response Plans will be revised to reflect this.
- Curriculum activities that may address the crisis will be developed and implemented.

The following buildings are covered by the District-Wide School Safety Plan:

1. New York Mills Union Free School (K-12 Building)
1 Marauder Boulevard
New York Mills, NY 13417

Phone Numbers:

Michele D. LaGase, Superintendent of Schools

District Office – 315-768-8127

Mary Facci, K-12 Executive Principal– 315-768-8124

Denise DiSpirito, Interim K-12 Principal- 315-768-8129

2. Patty Ward, Transportation Supervisor
Beekman Gym/Bus Garage
1 Marauder Boulevard
New York Mills, NY 13417
Phone Number: 315-768-7948

APPENDIX B

Description of Duties, Hiring and Screening Process, Required Training of Hall Monitors and Other School Safety Personnel

The process of establishing the duties for hall monitors and other school safety personnel shall rely on past practice, or be completed by civil service with consultation of the District, or shall be determined by the District pursuant to applicable Federal, State, County and Municipal guidance.

The District is an equal opportunity employer. The Civil Rights Act 1964 prohibits discrimination in employment because of race, sex or national origin. Public Law 90-202 prohibits discrimination because of age. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of handicap.

The process of hiring hall monitors and/or school safety personnel will follow applicable Federal, State, County and Municipal laws & Guidelines. The qualifications for such positions will be established by civil service when applicable or by the Board of Education. On or after July 1st, 2001, all newly hired school personnel will be required to submit two sets of fingerprints for the purpose of background checks, consistent with the S.A.V.E. Legislation of 2000.

APPENDIX C

SRO Memorandum of Understanding (MOU)

This MOU can be obtained by contacting District Administration.

**5.12 Authorization for Approval of
the District Code of Conduct for
the 2024-2025 School Year**

COMMUNITY RELATIONS 1030

CODE OF CONDUCT

I. Introduction

The Board of Education is committed to providing a safe and orderly school environment where students may receive and district personnel may deliver quality educational services without disruption or interference. Responsible behavior by students, teachers, other district personnel, parents and other visitors is essential to achieving this goal. This Code of Conduct has been developed consistent with Article 2-A of the Education Law, the Safe Schools Against Violence in Education Act (Chapter 181 of the Laws of 2000) and Section 100.2 of the implementing Commissioners Regulations, in collaboration with students, teachers, administrators, parent organizations, school safety personnel and other school personnel.

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

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

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

II. Definitions

For purposes of this code, the following definitions apply.

"Cyberbullying" means harassment or bullying that occurs through any form of electronic communication.

"Disability" means (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regarded by others as such an impairment, provided, however, that in all provisions of this article dealing with employment, the term must be limited to disabilities which, upon the provision of reasonable accommodations, do not prevent the complainant from performing in a reasonable manner the activities involved in the job or occupation sought or held.

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

"Gender" means a person's actual or perceived sex and includes a person's gender identity or Expression. **"Gender Identity"** means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearing or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth.

"Harassment or bullying" means the creation of a hostile environment by conduct or by threats, intimidation, or abuse, including cyberbullying as defined in Education Law section 11(8), that either:

1. has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or with the student's mental, emotional and/or physical well-being, including conduct, threats, intimidation or abuse that reasonably causes or would reasonably be expected to cause emotional harm; or

2. reasonably causes or would reasonably be expected to cause physical injury to a student or to cause a student to fear for his or her physical safety.

This Code applies to all acts of harassment or bullying that occur on school property or at a school function, as well as to acts occurring off school property when (i) those acts create or would foreseeably create a risk of substantial disruption within the school environment, and (ii) it is foreseeable that the conduct, threats, intimidation, or abuse might reach school property.

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

“School property” means in or within any building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of a public elementary or secondary school, or on a school bus, as defined in Vehicle and Traffic Law §142.

“School function” means any school-sponsored extra-curricular event or activity. For the purposes of this policy, a “school function” is defined as any event, occurring on or off school property, sanctioned or approved by the school, including but not limited to offsite athletic events, school dances, plays, musical productions, field trips or other school sponsored trips.

“Sexual Orientation” means a person’s actual or perceived heterosexuality, homosexuality, or bisexuality.

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

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

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

For purposes of this policy, **“hazing”** is defined to mean committing an act against a student, or coercing a student into committing an act, that creates a risk of emotional, physical or psychological harm to the student, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term “hazing” includes, but is not limited to: humiliating, degrading or dangerous activities; substance abuse of alcohol, tobacco or illegal drugs; any activity that intimidates or threatens the student with ostracism, or adversely affects the health or safety of the student; or any activity that causes or requires the student to perform a task or act that is a violation of state or federal law or district policies/regulations.

III. Student Rights And Responsibilities

A. Student Rights

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

1. Take part in all district activities on an equal basis regardless of race, color, creed, national origin, religion, gender or sexual orientation or disability.

2. Present their version of the relevant events to school personnel authorized to impose a disciplinary penalty in connection with the imposition of the penalty.
3. Access school rules and, when necessary, receive an explanation of those rules from school personnel.
4. Learn in an environment free of discrimination and harassment based on actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex;
5. Participate equally in all school activities regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practices, disability, sexual orientation, gender (including gender identity or expression) or sex;
6. Have complaints about school-related incidents investigated and responded to.

B. Student Search and Seizure:

- a. In order to provide and maintain a safe and appropriate environment for students to learn the following guidelines pertaining to student search and seizure are established.
- b. The Board of Education hereby authorizes administrators to undertake searches of students and their possessions (e.g. pocket contents, bookbags, handbags, etc.) should the circumstances arise, based upon reasonable individualized suspicion. In the event of search and seizure, administrators must at all times take great care in searching the person and personal effects of student. The following rules will be observed:
 1. The search may be undertaken if District employees have prior reasonable individualized suspicion that a student has violated or is violating the law, District policy or regulation or school rules.
 2. "Reasonable individualized suspicion" is a flexible concept requiring the application of experience and common sense. Determinations should be made on a case-by-case basis, with due consideration of all circumstances. Factors which must be considered in determining whether a school official has sufficient cause to search a student include but are not limited to:
 - a) The prevalence and seriousness of the problem for which the search is directed.
 - b) The urgency to make the search without delay.
 - c) The reliability of the facts upon which to base a reasonable suspicion that the particular student has possession of evidence leading to a violation of school regulations.
 - d) The probability that evidence will be discovered.
 - e) Students will be asked to empty their pockets and otherwise comply with reasonable search requests. If a student refuses, the parents will be contacted. The police will be contacted in the event that a law enforcement search is required. The student will remain under direct supervision until the search.
 3. Whenever an administrator conducts a search, the circumstances thereof are to be set forth in a written report to be filed with the Superintendent or his/her designee.
 4. Strip searches are generally not authorized, except in extreme circumstances that involves life safety issues and law enforcement is not available. In the event

of circumstances that present unusual questions, the Superintendent or his/her designee must authorize such search.

5. Students have no reasonable expectation of privacy rights in school lockers, desks or other school storage places, and the District exercises overriding control over such school property. Lockers, desks and other school storage places may be subject to inspection at any time by school officials.
 - a. Student lockers, desks or other school storage places are the property of the District and remain at all times under the control of the District. Students have no expectations of privacy therein. Students are expected, however, to assume full responsibility for the security of their lockers, and the District is not responsible for stolen items. A list of the locker or lock combinations to all student lockers shall be kept in the office of the building principal.
 - b. The District retains the right to inspect student lockers, desks or other storage spaces at any time without a search warrant, without notice, and without student consent. Inspections may be conducted by authorized school personnel and/or law enforcement officials, and may be conducted with the assistance of drug-detecting dogs.
6. Trained canines or related technologies may be utilized by the District in searches of students' possessions, school lockers, cars, desks or other school storage with prior approval of the plan by the Building Principal and Superintendent.

c. Police in the School

The police may search a student, or his/her locker in the presence of the principal or his/her designee, if they have a valid warrant to do so or if they have "probable cause" to believe that the student is in possession of contraband. When police are permitted to interview students in school, the students have the same Constitutional rights they have outside the school. Parents will be notified as soon as possible. If police wish to speak to a student concerning an out-of-school matter (in the absence of a warrant or probable cause for suspicion), they will be directed by school authorities to take the matter up directly with the student's parents except as provided in policy #7300, Reporting Child Abuse and Maltreatment.

C. Student Responsibilities

All district students have the responsibility to:

1. Contribute to maintaining a safe and orderly school environment that is conducive to learning and to show respect to other persons and to property.
2. Be familiar with and abide by all district policies, rules and regulations dealing with student conduct.
3. Attend school every day unless they are legally excused and be in class, on time, and prepared to learn.
4. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
5. React to direction given by teachers, administrators and other school personnel in a respectful, positive manner.
6. Control their anger.
7. Ask questions when they do not understand.
8. Seek help in solving problems that might lead to discipline.
9. Dress appropriately for school and school functions.
10. Accept responsibility for their actions.

11. Conduct themselves as representatives of the district when participating in or attending school-sponsored extracurricular events and to hold themselves to the highest standards of conduct, demeanor, and sportsmanship.
12. Act and speak respectfully about issues/concerns.
13. Use non-sexist, non-racist and other non-biased language.
14. Respect and treat others with tolerance and dignity regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex.
15. Use communication that is non-confrontational and is not obscene or defamatory.
16. Report acts of bullying, discrimination, harassment and other inappropriate actions that hurt others.

IV. Essential Partners

A. Parents

All parents are expected to:

1. Recognize that the education of their child(ren) is a joint responsibility of the parents and the school community.
2. Send their child(ren) to school ready to participate and learn.
3. Ensure their child(ren) attend school regularly and on time.
4. Ensure absences are excused.
5. Insist their child(ren) be dressed and groomed in a manner consistent with the student dress code.
6. Help their child(ren) understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
7. Know school rules and help their child(ren) understand the consequences of their actions.
8. Convey to their child(ren) a supportive attitude toward education and the district.
9. Build good relationships with teachers, other parents and their child(ren)'s friends.
10. Help their children deal effectively with peer pressure.
11. Inform school officials of changes in the home situation that may affect student conduct or performance.
12. Provide a place for study and ensure homework assignments are completed.
13. Maintain a climate of mutual respect when dealing with school personnel.

B. Teachers

All district teachers are expected to:

1. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex, with the intent of strengthening students' self- concept and promote confidence to learn.
2. Be prepared to teach.
3. Demonstrate interest in teaching and concern for student achievement.
4. Know school policies and rules, and enforce them in a fair and consistent manner.
5. Communicate to students and parents:
 - a. Course objectives and requirements
 - b. Marking/grading procedures
 - c. Assignment deadlines
 - d. Expectations for students
 - e. Classroom discipline plan
6. Communicate regularly with students, parents and other teachers concerning growth and achievement.

7. Report orally to a DASA Coordinator any incident of harassment, bullying and/or discrimination that they witness or that is reported to them, not more than one school day later; and file a written report not later than two (2) school days after the initial oral report.

C. Guidance Counselors

1. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
2. Confront issues of discrimination and harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.
3. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
4. Report incidents of discrimination and harassment that are witnessed or otherwise brought to a teacher's or staff member's attention in a timely manner.
5. Initiate teacher/student/counselor conferences and parent/teacher/student/counselor conferences, as necessary, as a way to resolve problems.
6. Regularly review with students their educational progress and career plans (Secondary only).
7. Provide information to assist students with career planning (Secondary Only).
8. Encourage students to benefit from the curriculum and extracurricular programs.
9. Report orally to a DASA Coordinator any incident of harassment, bullying and/or discrimination that they witness or that is reported to them, not more than one school day later; and file a written report not later than (2) school days after the initial oral report.

D. Principals

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
2. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex, with the intent of strengthening students' confidence and promote learning.
3. Ensure that students and staff have the opportunity to communicate regularly with the Principal and approach the Principal for redress of grievances.
4. Evaluate on a regular basis all instructional programs.
5. Support the development of and student participation in appropriate extracurricular activities.
6. Be responsible for enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
7. Acting as DASA Coordinator, complete a report of any incident of harassment, bullying and/or discrimination that they witness or that is reported to them, not more than one school day later.

E. Superintendent

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
2. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex, with the intent of strengthening students' confidence and promote learning.
3. Review with district administrators the policies of the Board of Education and state and federal laws relating to school operations and management.
4. Inform the Board about educational trends relating to student discipline.

5. Work to create instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs.
6. Work with district administrators in enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
7. Review in a timely manner all reports prepared by the Compliance Coordinator or a DASA Coordinator concerning an incident of alleged harassment, bullying and/or discrimination, and ensure that appropriate reports are made to law enforcement and appropriate corrective actions have been taken in school.

F. Board of Education

1. Collaborate with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel to develop a Code of Conduct that clearly defines expectations for the conduct of students, district personnel and visitors on school property and at school functions.
2. Adopt and review at least annually the district's Code of Conduct to evaluate the code's effectiveness and the fairness and consistency of its implementation.
3. Lead by example by conducting Board meetings in a professional, respectful, courteous manner.

V. Student Dress Code

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

The responsibility for student dress and general appearance shall rest with individual students and parents. However, the Board of Education requires students to attend school in appropriate dress that meets health and safety standards and does not interfere with the learning process. The Board also requires students to wear appropriate protective gear in certain classes (including, but not limited to: home & careers, technology, physical education, science). In addition, the Board prohibits attire bearing an expression or insignia which is obscene or libelous, or which advocates racial, religious, or gender prejudice. The Superintendent of Schools and other designated administrative personnel shall have the authority to require a student to change his/her attire should it, in their opinion, be deemed inappropriate according to the above guidelines. Administrators may discipline students if their dress or grooming endangers their own or others' physical health and safety, or if the dress or grooming is so distracting that it interferes with the learning process. Clothing which is or which bears messages which are lewd, vulgar, obscene, or sexually provocative, as well as clothing bearing messages advocating illegal activities, including drug or alcohol use, is likely to distract students from learning and is therefore forbidden.

Each Building Principal or his/her designee shall be responsible for informing all students and their parents of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year.

Students who violate the student dress code shall be required to modify their appearance by covering or removing the offending item, and if necessary or practical, replacing it with an acceptable item. Any student who refuses to do so shall be subject to discipline, up to and including suspension for the day. Any student who repeatedly fails to comply with the dress code shall be subject to further discipline, up to and including out of school suspension.

VI. Prohibited Student Conduct

The Board of Education expects all students to conduct themselves in an appropriate and civil manner, with proper regard for the rights and welfare of other students, district personnel and other members of the school community, and for the care of school facilities and equipment.

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

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

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

- A. Engage in conduct that is disorderly. Examples of disorderly conduct include but are not limited to:
1. Running in hallways
 2. Making unreasonable noise
 3. Using language or gestures that are profane, lewd, vulgar or abusive
 4. Obstructing vehicular or pedestrian traffic
 5. Engaging in any willful act which disrupts the normal operation of the school community
 6. Trespassing. Students are not permitted in any school building, other than the one they regularly attend, without permission from the administrator in charge of the building.
 7. Computer/electronic communications misuse, including any unauthorized use of computers, software, or internet/intranet account; accessing inappropriate web sites; or any other violation of the district's acceptable use policy.
- B. Engage in conduct that is insubordinate. Examples of insubordinate conduct include:
1. Failing to comply with the reasonable directions of teachers, school administrators or other school employees in charge of students or otherwise demonstrating disrespect
 2. Lateness for, missing or leaving school without permission, failing to follow sign-in/sign-out procedures
 3. Skipping detention
- C. Engage in conduct that is disruptive. Examples of disruptive conduct include:
- Failing to comply with the reasonable directions of teachers, school administrators or other school personnel in charge of students.
- D. Engage in conduct that is violent. Examples of violent conduct include:
1. Committing an act of violence (such as hitting, kicking, punching, or scratching) upon a teacher, administrator or other school employee or attempting to do so.
 2. Committing an act of violence (such as hitting, kicking, punching, or scratching) upon another student or any other person lawfully on school property or attempting to do so.
 3. Possessing a weapon. Authorized law enforcement officials are the only persons permitted to have a weapon in their possession while on school property or at a school function.
 4. Displaying what appears to be a weapon.
 5. Threatening to use any weapon.
 6. Intentionally damaging or destroying the personal property of a student, teacher, administrator, other district employee or any person lawfully on school property, including graffiti or arson.
 7. Intentionally damaging or destroying school district property.

E. Engage in any conduct that endangers the safety, morals, health or welfare of others. Examples of such conduct include:

1. Lying to school personnel.
2. Stealing the property of other students, school personnel or any other person lawfully on school property or attending a school function.
3. Defamation, which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them.
4. Discrimination, which includes the use of a persons actual or perceived race, color, creed, national origin, weight, ethnic group, religion, religious practice, gender, sexual orientation or disability as a basis for treating another in a negative manner.
5. Harassment or bullying, as defined in Section II of the Code of Conduct, labeled "Definitions."
6. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.
7. Selling, using or possessing obscene material.
8. Using vulgar or abusive language, cursing or swearing.
9. Using, possessing or distributing tobacco products including cigarettes, e cigarettes, cigars, pipes or chewing or smokeless tobacco or any other paraphernalia which can be used to inhale or ingest nicotine or any other drug.
10. Possessing, consuming, selling, distributing or exchanging alcoholic beverages or illegal substances, or being under the influence of either, including any instruments for the use of such drugs or marijuana such as a pipe, syringe, or other paraphernalia. "Illegal substances" include, but are not limited to, inhalants, marijuana, synthetic marijuana or cannabinoids, including but not limited to items labeled as incense, herbal mixtures or potpourri, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, and any substances commonly referred to as "designer drugs."
11. Inappropriately using or sharing prescription and over-the-counter drugs.
12. Gambling.
13. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner.
14. Initiating a report warning of fire or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.

F. Engage in misconduct while on a school bus.

It is crucial for students to behave appropriately while riding on district buses, to ensure their safety and that of other passengers and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Excessive noise, pushing, shoving and fighting will not be tolerated.

G. Engage in any form of academic misconduct. Examples of academic misconduct include:

1. Plagiarism.
2. Cheating.
3. Copying.
4. Altering records.
5. Assisting another student in any of the above actions.

H. In addition to the preceding standards of conduct, the District prohibits discrimination and harassment against any student by employees or students that creates a hostile environment by conduct (with or without physical conduct) or verbal statements, intimidation, or abuse. We consider a hostile environment to be created when actions or statements directed at a student either (1) has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities, or benefits, or with the student's mental, emotional, or physical well-being including conduct that reasonably causes or would reasonably be expected to cause emotional harm, or (2) reasonably causes or would reasonably be expected to cause physical injury to a student or to cause a student to fear for their physical safety.

This prohibition applies to all acts of harassment or bullying that occur on school property or at a school function, as well as to acts occurring off school property when (i) those acts create or would foreseeably create a risk of substantial disruption within the school environment, and (ii) it is foreseeable that the conduct, threats, intimidation, or abuse might reach school property.

The prohibition of discrimination includes, but is not limited to, threats, intimidation, or abuse based on the student's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practices, disability, sexual orientation, gender, or sex.

VII. Age Appropriate Restatement of Policy

You should never feel that it is not safe for you to come to school and participate in all school activities. You should never be prevented from concentrating on your schoolwork because another student or a school staff member is teasing you, making fun of you, pushing you around, or threatening you in some way, because of your race, color, weight, national origin (where your family comes from), ethnic group, religion, religious practices, disability, sexual orientation, gender, or sex, or any other reason.

You may not act toward another student in a way that reasonably might make them feel threatened or unsafe, or that might reasonably make them unable to concentrate on their school work, because of what you think about their race, color, weight, national origin (where their family comes from), ethnic group, religion, religious practices, disability, sexual orientation, gender, or sex, or any other reason. It is against school rules for you to do this by your physical actions or by your verbal statements, including electronic messages.

VIII. Reporting and Responding to Violations

A. Reporting Possible Violations

All students are expected to promptly report violations of the code of conduct to a teacher, guidance counselor, the Building Principal or his or her designee. Any student observing a student possessing a weapon, alcohol or illegal substance on school property or at a school function shall report this information immediately to a teacher, the Principal, the Principal's designee or the Superintendent of Schools.

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

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

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

B. Responding to Reports of Possible Harassment or Discrimination

1. In addition to the procedures described below for removal of disruptive students and possible suspension from attendance, the District provides a procedure for responding to reports of possible discrimination or harassment against students by another student, an employee, or any other person on school property or at a school function. The process is described in the District's Equal Opportunity and Nondiscrimination Policy.

2. The District has also designated a Dignity Act Coordinator for each school. Those coordinators are:

Mrs. Mary Facci, K-12 Executive Principal
mfacci@newyorkmills.org
315-768-8124

Mrs. Denise DiSpirito, K-12 Principal
ddispirito@newyorkmills.org
315-768-8129

The Dignity Act Coordinators are trained in methods to respond to human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practices, disability, sexual orientation, gender (including gender identity or expression), and sex. They are available to speak with any person who has witnessed possible discrimination or harassment, or if that person has experienced treatment that may be prohibited discrimination or harassment.

C. No Retaliation for Reporting

No act of retaliation may be directed at any person who makes a good faith report of conduct by another person that may reasonably be a violation of this Code, or who assists in, or is part of, the investigation of such a report. To engage in such retaliation is considered a violation of this Code.

IX. Disciplinary Penalties, Procedures And Referrals

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

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

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

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

Responses to acts of harassment, bullying and/or discrimination against students by students shall use measured, balanced, and age-appropriate remedies and procedures, with the goals of prevention and education, as well as intervention and discipline. We will consider the nature and severity of the conduct, the developmental age of the student engaging in the conduct, the actor's prior disciplinary record, and the impact of the conduct on the student at whom it was directed.

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

A. Penalties

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

1. Oral warning - any member of the district staff
2. Written warning - bus drivers, hall and lunch monitors, coaches, guidance counselors, teachers, Principal, Superintendent
3. Written notification to parent - bus driver, hall and lunch monitors, coaches, guidance counselors, teachers, Principal, Superintendent
4. Detention - teachers, Principal, Superintendent
5. Restitution for damage to property - Principal, Superintendent
6. Work detail - Principal, Superintendent
7. Suspension from transportation - Director of Transportation, Principal, Superintendent
8. Suspension from athletic participation - coaches, Athletic Director, Principal, Superintendent
9. Suspension from social or extracurricular activities - activity director, Principal, Superintendent
10. Suspension of other privileges - Principal, Superintendent
11. In-school suspension - Principal, Superintendent
12. Removal from classroom by teacher- teachers, Principal
13. Short-term (five days or less) suspension from school - Principal, Superintendent, Board
14. Long-term (more than five days) suspension from school - Principal, Superintendent, Board
15. Permanent suspension from school - Superintendent, Board.

B. Procedures

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

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

1. Detention

Teachers, Principals and the Superintendent may use after school detention as a penalty for student misconduct in situations where removal from the classroom or suspension would be inappropriate. Parents will receive notification of detentions assigned. Students will be provided appropriate transportation home following detention.

2. Suspension from Transportation

If a student does not conduct himself/herself properly on a bus, the bus driver is expected to bring, in writing, such misconduct to the Principal's attention. Students who become a serious disciplinary problem may have their riding privileges suspended by the Principal or the Superintendent or their designees.

In such cases, the student's parent will become responsible for seeing that his or her child gets to and from school safely. Should the suspension from transportation amount to a suspension from attendance, the district will make appropriate arrangements to provide for the student's education.

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

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

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

4. In-School Suspension

The Board recognizes the school must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board authorizes Principals and the Superintendent to place students who would otherwise be suspended from school as the result of a code of conduct violation in "in-school suspension."

A student subjected to an in-school suspension is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the district official imposing the in-school suspension to discuss the conduct and the penalty involved.

5. Teacher Disciplinary Removal of Disruptive Students

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

(1) short-term "time out" in an elementary classroom or in an administrator's office; (2) sending a student to the Principal's office for the remainder of the class time only; or (3) sending a student to a guidance counselor or other district staff member for counseling. Time-honored classroom management techniques such as these do not constitute disciplinary removals for purposes of this code.

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

A classroom teacher may remove a disruptive student from an academic class for up to three days. The removal from class applies to the class of the removing teacher only. For elementary classroom it applies to the specific academic class.

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

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

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

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

Notice should be provided by telephone with a formal written notice to follow in a timely fashion. The teacher who ordered the removal will be required to attend the informal conference.

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

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

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

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

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

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

Removal of a student with a disability, under certain circumstances, may constitute a change in the student's placement. Accordingly, no teacher may remove a student with a disability from his or her class until he or she has verified with the Principal or the chairperson of the Committee on Special Education that the removal will not violate the student's rights under state or federal law or regulation.

In light of this information, it appears that a teacher may remove a disruptive student with a disability from the classroom under the following scenarios, so long as the removal would not constitute a change in placement.

- A student with a disability does not have a behavior intervention plan or IEP that includes specific strategies to address a student's behavior precipitating the removal.
- Where a student has a behavior intervention plan or IEP that addresses specific behaviors, the plan has been implemented consistently and in good faith, but the plan is not working (that is, the student engages in disruptive behavior even though prescribed behavior or management strategies are being implemented.)
- Where the student has an IEP or behavior intervention plan (BIP), but the disruptive behavior precipitating the removal is "new" and of a different character than the behavior addressed in the IEP.
- The student is afforded the opportunity to continue to appropriately progress in the general curriculum;
- The student continues to receive the services specified in his or her IEP and;
- The student continues to participate with nondisabled students to the extent they would have in their current placement.

6. Suspension from School

Suspension from school is a severe penalty, which may be imposed only upon students who are insubordinate, disorderly, violent or disruptive, or whose conduct otherwise endangers the safety, morals, health or welfare of others.

The Board retains its authority to suspend students, but places primary responsibility for the suspension of students with the Superintendent and the Principals.

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

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

a. Short term (five days or less) Suspension from School

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

The notice shall provide a description of the charges against the student and the incident for which suspension is proposed and shall inform the parents of the right to request an immediate informal conference with the Principal. Both the notice and informal

conference shall be in the dominant language or mode of communication used by the parents. At the conference, the parents shall be permitted to ask questions of complaining witnesses under such procedures as the Principal may establish.

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

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

b. Long term (more than five days) Suspension from School

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

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

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

c. Permanent suspension

Permanent suspension is reserved for extraordinary circumstances such as where a student's conduct poses a life-threatening danger to the safety and well-being of other students, school personnel or any other person lawfully on school property or attending a school function.

C. Minimum Periods of Suspension

1. Students who bring a weapon to school

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

1. The student's age
2. The student's grade in school
3. The student's prior disciplinary record
4. The Superintendent's belief that other forms of discipline may be more effective
5. Input from parents, teachers and/or others
6. Other extenuating circumstances

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

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

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

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

Any student, other than a student with a disability, who repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom will be suspended from school for at least five days. For purposes of this code of conduct, "repeatedly is substantially disruptive" means engaging in conduct that results in the student being removed from the classroom by teacher(s) pursuant to Education Law § 3214 (3-a) and this code on four or more occasions during a semester, or three or more occasions during a trimester. If the proposed penalty is the minimum five-day suspension, the student and the student's parent will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parent will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The Superintendent has the authority to modify the minimum five-day suspension on a case-by-case basis. In deciding whether to modify the penalty, the Superintendent may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

D. Referrals

1. Counseling
The Guidance Office shall handle all referrals of students to counseling.
2. PINS Petitions

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

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

3. Juvenile Delinquents and Juvenile Offenders

When a student is determined to have brought a weapon or firearm to school in violation of this Code, the Superintendent shall refer that student to the appropriate authority in the juvenile justice system.

- a. The student shall be referred to the County Attorney for a juvenile delinquency proceeding if the student is under the age of 16; except if the student is fourteen or fifteen years old and qualifies for juvenile offender status under Section 1.20(42) of the Criminal Procedure Law, then the student shall be referred under subsection b, below.
- b. The student shall be referred to appropriate law enforcement officials if the student is sixteen years old or older, or if the student is fourteen or fifteen years old and qualifies for juvenile offender status under Section 1.20(42) of the Criminal Procedure Law.

E. Prohibition of Corporal Punishment

1. The District recognizes the responsibility of all school personnel, including administrators, faculty and other employees, to see that proper standards of school behavior are maintained. All school personnel are expected to help in maintaining proper levels of supervision.
2. No teacher, administrator, officer, employee or agent of the District shall use corporal punishment against a pupil.
3. As used in this section, corporal punishment means any act of physical force upon a pupil for the purpose of punishing that pupil, except as otherwise provided in subdivision 4 of this section.
4. In situations in which alternative procedures and methods not involving the use of physical force cannot reasonably be employed, nothing contained in this section shall be construed to prohibit the use of reasonable physical force for the following purposes:
 - a. To protect oneself from physical injury;
 - b. To protect another pupil or teacher or any other person from physical injury;

- c. To protect the property of the school or others; or
- d. To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of School District functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

- 5. The Superintendent of Schools is hereby directed to develop and implement a reporting procedure which will enable the District to summarize complaints relative to the alleged administration of corporal punishment. Such summaries will include references to the substance of each/all complaints, the result(s) of the investigation of each/all complaints, and whatever action(s), if any, was/were taken by the administration of the District. The summary of each/all complaints shall be available for submission to the Commissioner of Education in accordance with Commissioner's Regulations (semi-annually, by January 15th and July 15th of each year).

X. Alternative Instruction

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

XI. Discipline of Students With Disabilities

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

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

A. Authorized Suspensions or Removals of Students with Disabilities

- 1. For purposes of this section of the code of conduct, the following definitions apply.

A "suspension" means a suspension pursuant to Education Law § 3214.

A "removal" means a removal for disciplinary reasons from the student's current educational placement other than a suspension and change in placement to an Interim Alternative Educational Setting (IAES) ordered by an impartial hearing officer because the student poses a risk of harm to himself/herself or others.

An "IAES" means a temporary educational placement for a period of up to 45 days, other than the student's current placement at the time the behavior precipitating the IAES placement occurred, that enables the student to continue to progress in the general curriculum, although in another setting, to continue to receive those services and modifications, including those described on the student's current individualized education program (IEP), that will enable the student to meet the goals set out in such IEP, and include services and modifications to address the behavior which precipitated the IAES placement that are designed to prevent the behavior from recurring.

- 2. School personnel may order the suspension or removal of a student with a disability from his or her current educational placement as follows:

- a. The Board, the Superintendent or a Principal may order the placement of a student with a disability into an IAES, another setting or suspension for a period not to exceed five consecutive school days and not to exceed the amount of time a non-disabled student would be subject to suspension for the same behavior.
- b. The Superintendent may order the placement of a student with a disability into an IAES, another setting or suspension for up to 10 consecutive school days, inclusive of any period in which the student has been suspended or removed under subparagraph (a) above for the same behavior, if the Superintendent determines that the student has engaged in behavior that warrants a suspension and the suspension or removal does not exceed the amount of time non-disabled students would be subject to suspension for the same behavior.
- c. The Superintendent may order additional suspensions of not more than 10 consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement.
- d. The Superintendent may order the placement of a student with a disability in an IAES to be determined by the Committee on Special Education (CSE), for the same amount of time that a student without a disability would be subject to discipline, but not more than 45 days, if the student carries or possesses a weapon to school or to a school function, or the student knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function or the student causes bodily injury to another person at school, on school property or at a school function.

- (1) "Weapon" means the same as "dangerous weapon" under 18 U.S.C. §930(g)(w) which includes «a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except...[for] a pocket knife with a blade of less than 2 1/2 inches in length."
- (2) "Controlled substance" means a drug or other substance identified in certain provisions of the federal Controlled Substances Act specified in both federal and state law and regulations applicable to this policy
- (3) "Illegal drugs" means a controlled substance except for those legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act or any other federal law.

- 3. Subject to specified conditions required by both federal and state law and regulations, an impartial hearing officer may order the placement of a student with a disability in an IAES setting for up to 45 days at a time, if maintaining the student in his or her current educational placement poses a risk of harm to the student or others.

B. Change of Placement Rule

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

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

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

1. The District's Committee on Special Education shall:

- a. Conduct functional behavioral assessments to determine why a student engages in a particular behavior, and develop or review behavioral intervention plans whenever the district is first suspending or removing a student with a disability for more than 10 school days in a school year or imposing a suspension or removal that constitutes a disciplinary change in placement, including a change in placement to an IAES for misconduct involving weapons, illegal drugs or controlled substances.

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

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

- b. Conduct a manifestation determination review of the relationship between the student's disability and the behavior subject to disciplinary action whenever a decision is made to place a student in an IAES either for misconduct involving weapons, illegal drugs or controlled substances or because maintaining the student in his current educational setting poses a risk of harm to the student or others; or a decision is made to impose a suspension that constitutes a disciplinary change in placement.

2. The parents of a student who is facing disciplinary action, but who has not been determined to be eligible for services under IDEA (Individuals with Disabilities Education Act) and Article 89 at the time of misconduct, shall have the right to invoke applicable procedural safeguards set forth in federal and state law and regulations if, in accordance with federal and state statutory and regulatory criteria, the school district is deemed to have had knowledge that their child was a student with a disability before the behavior precipitating disciplinary action occurred. If the district is deemed to have had such knowledge, the student will be considered a student presumed to have a disability for discipline purposes.

- a. The Superintendent, Principal or other school official imposing a suspension or removal shall be responsible for determining whether the student is a student presumed to have a disability.
- b. A student will not be considered a student presumed to have a disability for discipline purposes if, upon receipt of information supporting a claim that the district had knowledge the student was a student with a disability, the district either:

- (1) conducted an individual evaluation and determined that the student is not a student with a disability, or

- (2) determined that an evaluation was not necessary and provided notice to

the parents of such determination, in the manner required by applicable law and regulations.

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

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

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

D. Expedited Due Process Hearings

1. An expedited due process hearing shall be conducted in the manner specified by the Commissioner's regulations incorporated into this code, if:
 - a. The district requests such a hearing to obtain an order of an impartial hearing officer placing a student with a disability in an IAES where school personnel maintain that it is dangerous for the student to be in his or her current educational placement, or during the pendency of due process hearings where school personnel maintain that it is dangerous for the student to be in his or her current educational placement during such proceedings.

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

E. Referral to law enforcement and judicial authorities

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

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

XII. Visitors To The Schools

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

- 1. Anyone who is not a regular staff member or student of the school will be considered a visitor.
- 2. All visitors to the school must report to the office of the Principal upon arrival at the school. There they will be required to sign the visitor's register and will be issued a visitor's identification badge, which must be worn at all times while in the school or on school grounds. The visitor must return to the office and sign out the identification badge to the Principal's office before leaving the building.
- 3. Visitors attending school functions that are open to the public during non-school hours, such as parent-teacher organization meetings or public gatherings, are not required to register.
- 4. Parents or citizens who wish to observe a classroom while school is in session are required to arrange such visits in advance with the classroom teacher(s), so that class disruption is kept to a minimum.
- 5. Teachers are expected not to take class time to discuss individual matters with visitors.
- 6. Any unauthorized person on school property will be reported to the Principal or his or her designee. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.

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

XIII. In-Service Education Programs

At the start of each school year, the District shall provide all staff with in-service education regarding District policy for conduct on school grounds and at school functions, methods for promoting a safe and supportive school climate, and ways of discouraging discrimination and/or harassment against students by other students or school employees.

XIV. Public Conduct On School Property

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

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

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

A. Prohibited Conduct

No person, either alone or with others, shall:

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

15. Willfully incite others to commit any of the acts prohibited by this code.
16. Violate any federal or state statute, local ordinance or Board policy while on school property or while at a school function.

B. Penalties

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

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

C. Enforcement

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

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

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

XV. Dissemination and Review

A. Dissemination of Code of Conduct

The Board of Education shall ensure community awareness of these provisions and of the Code of Conduct by:

1. Posting the complete Code of Conduct, respectively, on the District's Internet Web site, including any annual updates or amendments thereto.
2. Provide copies of a summary of the Code of Conduct to all students, in an age-appropriate version, written in plain language, at a school assembly to be held at the beginning of each school year.
3. Provide by mail a plain language summary of the Code of Conduct to all persons in a parental relation to the students before the beginning of each school year and making the summary available thereafter upon request.

4. Provide each existing teacher with a copy of the complete Code of Conduct and a copy of any amendments to the Code as soon as practicable following initial adoption or amendment of the Code of Conduct, and providing new teachers with a complete copy of the current Code of Conduct upon their employment.
5. Make complete copies of the Code of Conduct available for review by students, parents or persons in parental relation to students, other school staff, and community members.
6. Provide training to teachers, administrators, and staff designed to address the concepts and issues incorporated in the Dignity Act, including, but not limited to, guidelines on promoting a safe and supportive school climate while discouraging, among other things, discrimination or harassment against students and/or school employees.
7. Provide "safe and supportive school climate concepts" in the District curriculum.

The District shall develop and implement a program of instruction in grades Kindergarten through Grade 12 that supports development of a school environment free of harassment, bullying and/or discrimination, that raises student and staff awareness and sensitivity to harassment, bullying and /or discrimination, that instructs in the safe and responsible use of the internet and electronic communications and that includes a component on civility, citizenship and character education in accordance with Education Law. 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.

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

B. Review of Code of Conduct

The Board may appoint an advisory committee to assist in reviewing the code and the district's response to code of conduct violations. The committee will be made up of representatives of student, teacher, administrator, and parent organizations, school safety personnel and other school personnel.

Before adopting any revisions to the code, the Board will hold at least one public hearing at which school personnel, parents, students and any other interested party may participate.

The code of conduct and any amendments to it will be filed with the Commissioner of Education no later than 30 days after adoption.

New York Mills Union Free School District

Legal Ref: Education Law §2801; 8 NYCRR 100.2

Adopted: 06/18/01

Revised: 04/07/09, 08/14/12, 07/11/13, 07/08/15, 09/10/19

Excise list from the Library

22 Books- World Book Encyclopedia ISBN-0-7166-0106-0 the set (year 2006)

21 Books- The New Book of Knowledge ISBN-0-7172-0527-4 the set (year 1996)

13 Books- The World Book Student Discovery Encyclopedia ISBN-0-7166-7400-9 the set (year 2000)

13 Books- The World Book Student Discovery Science Encyclopedia ISBN 0-7166-7500-5 the set (year 2006)

19 Books- The Grolier World Encyclopedia of Endangered Species ISBN-0-7172-7192-7 the set (year 1993)

7 Books- Oxford Childrens Encyclopedia ISBN—19-910151-5 the set (year 1991)

10 Books- Lands and People (including index book with Facts and Figures) ISBN-0-7172-8016-0 the set (year 1993)

8 Books- World Book Myths & Legends Series
ISBN-0-7166-2613-6 the set (year 1997)

10 Books- The Grolier Childrens Encyclopedia ISBN-0-7172-7307-5 the set (year 1994)

22 Books- The World Book Encyclopedia ISBN-0-7166-0104-4 the set (2003)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	
Grade	NYM	New Visions	CTE AM	CTE PM		MSA	PTECH	grade	UCP	HGS	BOCES at Middle Settlement	NH	Sauquoit	Waterville	Tutored	Special Ed.	grade	Notre Dame	UAS	Homeschooled	
K	24							K			1		1	1		3	K				1
1	38							1					1			1	1				3
2	47							2	1							1	2				1
3	39							3	1		1					2	3		2		1
4	36							4						2		2	4	1			
5	40							5	1		1					2	5	3			1
6	49							6			1		1			2	6		1		1
Total	273							Total	3	4	3	3	3	3	13	Total	4	3	8		
7	59							7	2		1		1			4	7				1
8	56							8			1					1	8	1			1
9	36						4	9	1		1		1			3	9				
10	43							3	10		2			1		3	10				1
11	37			3?				5	11	1	3					4	11	1			2
12	39		12?			1	1	12			2	1				3	12				1
Total	270		12			1	13	Total	3	1	10	1	2	1	18	Total	2	6	3	6	
Grand Total	543					1	13	Grand Total	6	1	14	1	5	4	31	Grand Total	6	3	14		

Column C,D,E,F are included in Column B

Columns J,K,L,M,N,O,P total column Q

7/2/2024

	June 24	Jul 24
K	38	24
1	47	38
2	39	47
3	37	39
4	41	36
5	49	40
6	59	49
Elem	310	273
7	56	59
8	36	56
9	44	36
10	37	43
11	38	37
12	38	39
Sec	249	270
Grand Total	559	543
	5/29	7/2

BOCES: Career Tech: Special Education

AM: 3 ? Elem: 13
 PM: 12 ? Sec: 18
 MSA: 1
 PTECH: 13