



BOARD OF EDUCATION MEETING AGENDA
July 8, 2025 (Re-Organizational Meeting)
5:30 PM - NEW YORK MILLS UFSD LIBRARY

- ☐ Kristin Hubley
☐ Robert Mahardy, Jr.
☐ Sandra Dare
☐ Sara DeFazio
☐ Jacqueline Edwards
☐ Jeremy Fennell
☐ 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 ___
2.4 Election of New Vice President			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
2.5 Ex Officio Student Representative	C. Miner		Information	
2.6 Annual Board Appointments			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
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				
2.7 Board Sub-Committees			Information	
Policy Committee – Finance Committee - Communications Committee – Transportation Committee – Health & Safety Committee – Facilities Committee – SBI Committee –				
2.8 Action Consent items 2.9 through 2.15			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
<i>Action (Consent)</i> <i>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. 2.9 through 2.15</i>				
2.9 External District Auditor				
Appoint: Bonadio & Company, LLC				
2.10 403b Service Providers				
Renew: OMNI Group Service Agreement				
2.11 Financial Advisor				
Appoint: R.G. Timbs, Inc.				
2.12 Bond Council				

Appoint: Timothy McGill

2.13 School Physician

Appoint: BOCES Physician Service

2.14 Lead Evaluators

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

2.15 Tax Collectors

Appoint Margaret Hardy, Whitestown and Oneida County, New Hartford

2.16 Action Consent items 2.17 through 2.28

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. 2.17 through 2.28

2.17 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

2.18 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

2.19 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)

2.20 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

2.21 District Specific List for Impartial Hearing Officers:

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

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

2.23 Community/School Organizations:

Parent Teacher Student Organization
Marauder Athletic Booster Club
School District Foundation
Music Boosters Club

2.24 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, 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

2.25 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: \$33 per hour and Tutorial and Home Bound Instruction \$38 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

2.26 Bonds:

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

2.27 2024-2025 Tuition Rate:

100% of the State Education Department Formula (currently estimated K-6 - \$5,474.00; 7-12 - \$12,442.00 subject to change in November.)

2.28 Day and Time of Monthly Meeting:

BOARD OF EDUCATION
MEETING DATES 2025-2026
Tuesday, July 8, 2025 (Reorganizational Meeting for 2025-26) (5:30pm)
Tuesday, August 5, 2025
Tuesday, September 9, 2025
Tuesday, October 7, 2025
Tuesday, November 4, 2025
Tuesday, December 2, 2025
Tuesday, January 6, 2026
Tuesday, February 3, 2026
Tuesday, March 3, 2026 – Budget Workshop #1
Tuesday, April 14, 2026 Adopt Budget for Vote
Tuesday, April 28, 2026 (Vote on BOCES Admin Budget)
Tuesday, May 5, 2026 - Public Budget Hearing (5:30pm)
Tuesday, May 19, 2026 (Budget Vote and BOE Election) (12:00pm – 8:00pm)
Tuesday, June 2, 2026
All meetings begin at 6:00 p.m. unless otherwise noted

(2026-27) Re-Organization Meeting scheduled for the 2nd Tuesday, of the month of July

2.29 Re-adopt Board Policies and Code of Ethics			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
2.30 Career & Technical Education Advisory Council			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___

BOCES Council				
2.31 BOCES Cooperative Bids			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
Authorization for Participation Therein				
2.32 Mass Care Facility Usage			Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
Authorization for Superintendent to Commit School District to				
a. Army Reserve				
b. American Red Cross				
2.33 Resolution to Approve Substitute Rates		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
3. CONSENT AGENDA				
3.1 Approval of 3.2 through 3.4		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
3.2 Business Office Reports				
3.3 CSE Reports				
3.4 Approval of the Previous Minutes	June 3, 2025			
4. OLD BUSINESS				
5. NEW BUSINESS				
5.1 Personnel Report		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.2 Approval AS-7 Contract for the 2025-2026 School Year between Oneida-		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___

Herkimer-Madison BOCES and New York Mills UFSD				
5.3 Approval of the Audiology Contract for the 2025-2026 School Year between Citi BOCES and New York Mills UFSD		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.4 Approval of the BOCES Contract for Rental of Facilities for 2025-26 Summer School – Driver Education		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.5 Approval of the BOCES Contract for Rental of Facilities for 2025-26 Summer School - Elementary		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.6 Approval of the BOCES Contract for Rental of Facilities for 2025-26 Summer School - Secondary		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.7 Resolution Authorizing Participation in Cooperative Energy Purchasing Service (NYSMEC) for Electricity		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.8 Resolution Authorizing Participation in Cooperative Energy Purchasing Service (NYSMEC) for Natural Gas		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.9 Resolution – Approval of the Contracted Service Agreement with R. G. Timbs, Inc. Financial Advisor Services for the 2025 - 2026 School Year		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 2025 – 2026 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 2025 - 2026 School Year		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.13 Resolution Awarding Contract for Capital Construction Project Phase 2 - General Contractor, HVAC, Plumbing, and Electrical		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.14 Policy 7208 Student Use of Internet-Enabled Devices – NEW replacing Policy 7400 (Second Read, Adopt)		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.15 Resolution – Contract for the 2025 - 2026 School Year between Upstate Cerebral Palsy and New York Mills UFSD		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
5.16 Approval of Combined Contract with New Hartford CSD (host) and NYMUFSD and Sauquoit CSD – Varsity Girls Gymnastics Fall 2025-2026		Yes	Action	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
6. FOR INFORMATION				
6.1 Resolution 2025-15 Intermunicipal Agreement Between the MVWA and the New York Mills Union Free School District			Information	
7. K-12 REPORTS				
7.1 Executive Principal K-12	M. Facci		Information	
7.2 Interim Principal K-12	D. DiSpirito		Information	

8. SUPERINTENDENT'S REPORT				
8.1 Enrollment Update	M. LaGase	Yes	Information	
8.2 Superintendent's Update	M. LaGase		Information	
9. COMMUNICATIONS				
9.1 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.				
9.2 Board Discussion	BOE		Discussion	
10. EXECUTIVE SESSION - (If Needed)	BOE		Time: _____	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
10.1 Return to General Session	BOE		Time: _____	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___
11. ADJOURNMENT				
11.1 Adjournment			Time: _____	1 st _____ 2 nd _____ / Yes ___ No___ Abstain ___

****§105. Conduct of executive sessions.**

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

- a. matters which will imperil the public safety if disclosed;**
- b. any matter which may disclose the identity of a law enforcement agent or informer;**
- c. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;**
- d. discussions regarding proposed, pending or current litigation;**
- e. collective negotiations pursuant to article fourteen of the civil service law;**
- f. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment,**

promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
g. the preparation, grading or administration of examinations; and
h. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.
2. Attendance at an executive session shall be permitted to any member of the public body and any other persons authorized by the public body.

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***School District Obligations Under the Open
Meetings Law:
Fact and Fiction***



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Introduction

In 1976 New York enacted the Open Meetings Law. It grants the public the right to observe public bodies, including school boards, conducting government business. This handbook addresses the most common questions regarding the responsibilities imposed by the Open Meetings Law upon school board members. School board members strive to provide a high quality education for the children of their respective districts. This handbook is designed to explain how board members may work toward that goal within the parameters of the Open Meetings Law.

The handbook begins by explaining the basic corporate structure and legal authority of school boards and discusses board meetings in general. It then addresses specific issues presented by the Open Meetings Law.

As part of the Public Officers Law, the Committee on Open Government was created, housed within the Department of State. The committee's mission is to provide guidance to government, the public and news media with respect to the Freedom of Information Law (FOIL), the Open Meetings Law and other state privacy laws. The committee prepares written advisory opinions which are cited throughout this handbook. The advisory opinions may be accessed on the committee's website: <https://www.dos.ny.gov/coog/>.

CORPORATE IDENTITY AND LEGAL AUTHORITY OF A SCHOOL BOARD

Legal Status of a School Board

How is a school board organized as a legal entity?

A school board is a *corporate body* that oversees and manages a public school district's affairs, personnel and properties.¹

A board of cooperative educational services (BOCES) is a voluntary, cooperative association of school districts in a geographic area that share planning, services, and programs to provide educational and support activities more economically, efficiently, and equitably than could be provided by an individual district.² A BOCES board is also considered a corporate body.³

In this guidance the term school board will be deemed to include both school boards and BOCES boards unless otherwise stated.

As a corporate body, a school board is a legal entity that has an existence distinct and apart from its individual 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

What is the internal structure of a school board?

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.⁴

BOCES board members are elected by majority vote of their component member boards.⁵

Does a school board have officers?

Yes, the members of a school board elect one of their own as president at the board's annual organizational meeting.⁶

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.⁷

Legal Authority of a School Board

What authority does a school board possess?

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. However, "[a] board of education has no inherent powers and possesses only those powers expressly delegated by statute or necessarily and reasonably implied there from."⁸

¹ Educ. Law §§ 1601, 1603, 1701, 2502(1), 2551.

² Educ. Law § 1950.

³ Educ. Law § 1950(6).

⁴ Educ. Law §§ 1602, 1702(1), 1804(2), 2502(2), 2553, 2590-b(1).

⁵ Educ. Law § 1950(2-a).

⁶ Educ. Law §§ 1701, 1950(4)(j).

⁷ Educ. Law § 1701.

⁸ *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).

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How does a school board exercise its authority?

As a corporate body, a school board must transact business by adopting resolutions or motions at a duly convened meeting.

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.⁹ 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.

As discussed in more detail later in this handbook, school board meetings must be conducted in accordance with the requirements of the Open Meetings Law, which is applicable to all public bodies.¹⁰

Must a school board conduct its meetings using a specific form of parliamentary procedure?

No, neither the Education nor Open Meetings Laws require the use of a specific form of parliamentary procedure for the conduct of school board meetings. However, boards may have adopted by policy the use of a form of parliamentary procedure, such as Robert's Rules of Order.

How many votes are required for a resolution to be adopted?

A school board's resolutions and motions must be adopted by a majority of the whole board, not simply a majority of those board members present at a meeting.¹¹ 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.

Are there circumstances under which more than a simple majority is required to adopt a resolution or motion?

Yes, under certain circumstances (as set forth by statute), a supermajority, rather than a majority, of the board is required for certain specified actions. A school board may not impose a supermajority requirement upon itself through board policy. Such supermajority requirements may only be imposed by state law.¹²

Examples of some situations where state law dictates a supermajority of a school board is required include:

- 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).¹³
- determining that standardization on a particular type of equipment or supplies is in the best interest of the district (3/5 vote required).¹⁴
- discontinuing a designated textbook within five years of adoption (3/4 vote required).¹⁵
- a. In union free, central and common school districts, after voter approval has been obtained for an object or purpose for which bonds may be issued (such as a capital project) a 2/3 vote is required for the board to approve the bond resolution.¹⁶ *Note these boards need only obtain a simple majority to place the proposition for a capital project or other object or purpose for which bonds may be issued on the ballot.*
b. In small city school districts, the board of education is required to adopt the bond resolution prior to placing the issue on the ballot for the voters. In such instances, a 3/5 vote is required to

⁹ Gen. Constr. Law § 41.

¹⁰ Pub. Off. Law § 103 *et. seq.*; see also, Educ. Law § 1708.

¹¹ Gen. Constr. Law § 41; *Matter of Coughlan v. Cowan*, 21 Misc.2d 667 (Suffolk Cnty. 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).

¹² *Appeal of Grinnell*, 37 Ed Dept Rep 504 (1998); *Matter of Miller*, 17 Ed Dept Rep 275 (1977).

¹³ Educ. Law § 3016(1); Opn. State Comp. 80-34; see also *Appeal of Gmelch*, 32 Ed Dept Rep 167 (1992).

¹⁴ Gen. Mun. Law § 103(5).

¹⁵ Educ. Law § 702.

¹⁶ Local Fin. Law § 33.00

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- approve the bond resolution, which is thereafter submitted to the voters.¹⁷
- employing a school board member as school physician (2/3 vote required).¹⁸
- making an emergency expenditure from the district's repair reserve fund (2/3 vote required).¹⁹
- to authorize a change in status of a military monument or military memorial site located on school property (2/3 vote required).²⁰

BOARD MEETINGS IN GENERAL

Types and Frequency of School Board Meetings

What types of meetings may school boards hold?

School board meetings fall into three categories: the annual organizational/re-organizational meeting, regularly scheduled board meetings and special or emergency meetings.

What business does a school board conduct at the annual organizational/reorganizational meeting?

At the annual organizational meeting the board elects and appoints its officers and committees for the coming year and board members take or renew their oaths of office. Boards 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.²¹

In small city school districts, the board also must set the dates and times for its regular school board meetings.²²

When must the annual organizational/reorganizational meeting be held?

The date when the annual organizational/reorganizational meeting is held depends on the type of school district. The date of a BOCES organizational meeting is not dictated by the Education Law but it is generally held in the beginning of July. The dates other districts must hold their organizational/reorganization meetings are as follows:

- Union free and central school districts generally must hold this meeting on the first Tuesday in July²³. If that day is a legal holiday the meeting must be held on the first Wednesday.²⁴ Alternatively, boards in these districts may determine by resolution to hold the meeting during the first 15 days of July.²⁵
- Small city school districts must hold the organization meeting during the first week of July²⁶. Alternatively, small city school boards may determine by resolution to hold the meeting during the first 15 days of July.²⁷
- Large city school districts generally must hold it on the second Tuesday in May.²⁸
- Central high school districts in Nassau County must hold it on the second Tuesday in July.²⁹

¹⁷ Local Fin. Law § 33.00

¹⁸ Gen. Mun. Law § 802(1)(i).

¹⁹ Gen. Mun. Law § 6-d(2).

²⁰ Gen. Mun. Law § 99-w(2))

²¹ Educ. Law §§ 1701, 2502 (9)(o).

²² Educ. Law § 2504(2).

²³ Educ. Law § 1707.

²⁴ Educ. Law § 1707(1).

²⁵ Educ. Law § 1707(2).

²⁶ Educ. Law §§ 2504(1), see also 2502(9-a)(o).

²⁷ Educ. Law § 2504(2).

²⁸ Educ. Law § 2563(1), but see Educ. Law § 2553(9)(f), 2553(10)(o) regarding Rochester and Buffalo respectively.

²⁹ Educ. Law § 1904.

Is there a minimum number of regularly scheduled meetings a school board must hold?

The Education Law requires that school boards meet at least once each quarter³⁰, although most meet at least once a month. However, school boards in city districts are required to meet at least once a month.³¹

What is a special or emergency meeting of a board of education?

Special or emergency meetings are not regularly scheduled. They usually are held to conduct business that cannot wait until the next regularly scheduled meeting. A special meeting may be called by any school board member³², as long as at least 24 hour advance notice is given to the other board members.³³

The notice provisions of the Open Meetings Law must be complied with when calling a special meeting.

When calling a special meeting must a board member state the reason for the meeting?

Although it normally does, there is no requirement that the notice of a special meeting state a proposed agenda.³⁴

Quorum Requirement

What is a quorum of the board and why is it necessary in order to conduct school board business?

As stated previously, a quorum of a body is the minimum number of members that must be present in order to conduct business. New York law defines a quorum as a majority of the members of the public body and requires a quorum be present to conduct a school board meeting and take official action.³⁵

Must a board member be physically present to count towards quorum and vote on a motion?

A board member's physical presence is required, unless videoconferencing is being utilized.³⁶ 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.³⁷

The law does not allow school board members to vote by phone, mail or email as these methods do not permit the public to "observe" the performance of the board members' public duties.³⁸ A series of

³⁰ Educ. Law § 1708(1).

³¹ Educ. Law §§ 2504(3), 2563(2), 2590-b(1)(b), 2590-e(14).

³² see *Matter of Felicio*, 19 Ed Dept Rep 414 (1980).

³³ Educ. Law § 1606(3); see also *Appeal of Cambell*, 50 Ed Dept Rep, Dec. No. 16,246 (2011); *Application of Bean*, 42 Ed Dept Rep 171 (2002).

³⁴ *Matter of Neversink*, 10 Ed Dept Rep 203 (1971); see also *Exmoor House, LLC v Vil. of Millbrook Planning Bd.* 82 A.D.3d 763 (2d Dep't 2011).

³⁵ Gen. Constr. Law § 41; NYS Department of State, Committee on Open Government, OML-AO-4505 (Oct 25, 2007).

³⁶ NYS Department of State, Committee on Open Government, OML-AO-5575 (Mar. 6, 2018); OML-AO- 5535 (Jan. 31, 2017); see also OML-AO-5396 (Apr. 29, 2014); *Town of Eastchester v. New York State Board of Real Property Services*, 23 A.D.3d 484 (2d Dep't 2005).

³⁷ Gen Const. Law §41; Pub. Off. Law §§ 102, 103, 104 see also NYS Department of State, Committee on Open Government, OML-AO-5535 (Jan. 31, 2017).

³⁸ 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 (Mar. 27, 1995); *Town of Eastchester v. New York State Board of Real Property Services*, 23 A.D.3d 484 (2d Dep't 2005).

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phone calls or other communications between individual board members that result in a collective decision is not permissible.³⁹

Meeting Agendas

Are school boards required to create agendas for each board meeting?

Although it is good business practice to have an agenda for school board meetings, an agenda is not specifically required by any statute.⁴⁰

However, a board policy may set out a procedure for setting agendas prior to each board meeting. If so, such policy should be followed.

ISSUES CONCERNING THE OPEN MEETINGS LAW

Basic Legal Requirements

What is the Open Meetings Law?

The Open Meetings Law is a state law that requires every meeting of a public body to be open to the general public with the exception of executive sessions convened for certain specified reasons.⁴¹ The Legislature set out the purpose of the law stating “It is essential to the maintenance of a democratic society that the public business be performed in an open and public manner and that the citizens of this state be fully aware of and able to observe the performance of public officials and attend and listen to the deliberations and decisions that go into the making of public policy.”⁴²

Why is the Open Meetings Law applicable to school boards?

Because school boards are public bodies, the Open Meetings Law applies to them. Pursuant to the 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.⁴³ The Education Law contains a similar requirement.⁴⁴

What does the Open Meetings Law require of school boards?

In a nutshell, the Open Meetings Law requires a school board to give public notice of its meetings, to hold meetings in rooms of appropriate size so that the public may view the school board at work, to post to its website documents to be discussed by the board prior to the meeting, to take minutes of all actions voted upon by the board and to appropriately identify reasons for entering executive session.⁴⁵ These requirements are discussed in greater detail below.

What types of meetings does the Open Meetings Law apply to?

For purposes of the Open Meetings Law, school district business includes not only binding votes by a school board, but also informal discussions and any activity preliminary to a vote or involving

³⁹ *Id.*

⁴⁰ *Matter of Kramer*, 72 St. Dep’t Rep. 114 (1951); NYS Department of State, Committee on Open Government, OML-AO-4889 (Apr. 9, 2010); OML-AO-2750 (April 30, 1997).

⁴¹ Pub. Off. Law §§ 103, 105.

⁴² Pub. Off. Law § 100.

⁴³ Pub. Off. Law § 103 *et seq.*

⁴⁴ Educ. Law § 1708(3).

⁴⁵ Pub. Off. Law §§ 103-106.

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consideration of a matter that could be the subject of board action.⁴⁶ This includes work sessions and planning meetings.⁴⁷

May the public be excluded from any portion of a school board meeting?

The public may be excluded only from properly convened executive sessions⁴⁸, and other meetings expressly exempted under the law.⁴⁹

Does the Open Meetings Law apply when board members encounter each other outside a board meeting?

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.⁵⁰

Must school board retreats be open to the public?

The Open Meetings Law does not apply to board developmental retreats, where no school district business is discussed. 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.”⁵¹

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.⁵²

If a school board conducts a self-evaluation, must that be open to the public?

Board self-evaluation or assessment sessions 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.⁵³

⁴⁶ Pub. Off. Law § 102; *Zehner v. Bd. of Educ. of Jordan-Elbridge CSD*, 29 Misc.3d 1206(A) (Sup. Ct. Onondaga Cnty. 2010), *aff’d* 91 A.D.3d 1349 (4th Dep’t 2012); *Goodson Todman Enterprises, Ltd. v. Kingston Common Council*, 153 A.D.2d 103 (3d Dep’t 1990); but see *Hill v. Planning Bd. of Amherst*, 140 A.D.2d 967 (4th Dep’t 1988).

⁴⁷ *Orange Co. Publications, Div. of Ottoway Newspapers, Inc. v. Council of Newburgh*, 60 A.D.2d 409 (2d Dep’t 1978); NYS Department of State, Committee on Open Government, OML-AO-5282 (May 4, 2012); OML-AO-4506 (Oct. 30, 2007); see also OML-AO-2683 (Dec. 11, 1996).

⁴⁸ Pub. Off. Law §§ 103(a), 105(2); see also Educ. Law § 1708(3).

⁴⁹ Pub. Off. Law §§ 105(2), 108.

⁵⁰ *Orange County Publications, Div. of Ottoway Newspapers, Inc. v. Council of Newburgh*, 60 A.D.2d 409 (2d Dep’t 1978); see also NYS Department of State, Committee on Open Government, OML-AO-5201 (Nov. 7, 2011).

⁵¹ NYS Department of State, Committee on Open Government, OML-AO-4762 (May 27, 2009); OML-AO-3709 (Nov. 20, 2003).

⁵² *Id.*

⁵³ 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

Does the Open Meetings Law apply to board committee meetings?

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.⁵⁴

May a board committee meeting be converted into a board meeting by the participation of board members who do not serve on the committee?

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 board⁵⁵. That would not be the case if the additional board members sat in the audience only as observers.⁵⁶

Are all board committees subject to the Open Meetings Law?

No. 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.⁵⁷

However, 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.⁵⁸ 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.⁵⁹

Are there any committees composed of non-board members which may be subject to the Open Meetings Law?

Yes, committees which are composed of non-board members but which carry out a governmental function will be subject to the Open Meetings Law. Two such committees would be the district-wide shared-decision-making committee and the audit committee.

A district wide shared decision making committee performs a governmental function to the extent that school boards may not adopt a shared-decision-making plan without their collaboration and participation.⁶⁰ In limited circumstances, school-based shared decision-making committees may be subject to the Open Meetings Law. That would be the case if a district's shared decision making plan provides them with decision making authority or a school-based committee has authority to make

⁵⁴ Pub. Off. Law § 102; NYS Department of State, Committee on Open Government, OML-AO-2588 (Mar. 28, 1996); OML-AO-2472, (Feb. 23, 1995); but see *Syracuse United Neighbors v. City of Syracuse*, 80 A.D.2d 984 (3d Dep't 1981).

⁵⁵ NYS Department of State, Committee on Open Government, OML-AO-4057 (Oct. 19, 2005).

⁵⁶ *Id.*; see also NYS Department of State, Committee on Open Government, OML-AO-3329 (June 26, 2001).

⁵⁷ NYS Department of State, Committee on Open Government, OML-AO-4232 (July 21, 2006); see *Bonacker Prop., LLC v. Vill. of East Hampton Bd. of Tr.*, 168 A.D.3d 928 (2d Dep't 2019); *Thomas v. N.Y. City Dep't of Educ.*, 145 A.D.3d 30 (1st Dep't 2016); *Jae v. Board of Educ. of Pelham UFD*, 22 A.D.3d 581 (2d 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 (2d Dep't 1989); *Poughkeepsie Newspapers v. Mayor's Intergovernmental Task Force*, 145 A.D.2d 65 (2d Dep't 1989).

⁵⁸ NYS Department of State, Committee on Open Government, OML-AO-5068 (Mar. 18, 2011); OML-AO- 4158 (Mar. 15, 2006).

⁵⁹ NYS Department of State, Committee on Open Government, OML-AO-5068.

⁶⁰ NYS Department of State, Committee on Open Government, OML-AO-3329 (June 26, 2001); OML-AO-2456 (Jan. 31, 1995).

recommendations the school board must consider before taking action, even when the board does not have to follow its recommendations.⁶¹

An audit committee carries out governmental functions related to the external audit process for the school district.⁶² Additional information about the audit committee's ability to conduct executive sessions is discussed later in the handbook.

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)).

Exempt Meetings

Are there any meetings of a school board that would not fall under the coverage of the Open Meetings Law?

The Open Meetings Law exempts from coverage certain types of meetings. In the case of school boards, these include judicial or quasi-judicial proceedings, and matters made confidential by federal or state law.⁶³

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.⁶⁴

What are some examples of a school board acting in a quasi-judicial capacity?

A school board acts in a quasi-judicial capacity when it hears a parent's appeal regarding a student suspension. Therefore, a meeting where a school board reviews the transcript and evidence presented at a student disciplinary hearing is exempt from the Open Meetings Law. 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.⁶⁵

What types of meetings might a school board hold that are considered confidential?

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.⁶⁶ Therefore, a board may meet in private with parents who wish to discuss concerns that require presentation of private student records.⁶⁷

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.⁶⁸

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.⁶⁹

⁶¹ NYS Department of State, Committee on Open Government, OML-AO-3329 (June 26, 2001); OML-AO-3265 (Jan. 17, 2001).

⁶² Educ. Law § 2116-c; NYS Dep't of State, Committee on Open Government, OML-AO-4093 (Dec. 14, 2005).

⁶³ Pub. Off. Law § 108 (1), (3).

⁶⁴ *Brown v. Feehan*, 125 A.D.3d 1499 (4th Dep't 2015); NYS Department of State, Committee on Open Government, OML-AO-5446 (Feb. 24, 2015).

⁶⁵ see *Cheevers v. Town of Union, unreported*, (Sup. Ct. Broome Cnty., Sept. 3, 1998).

⁶⁶ 20 U.S.C. § 1232(g).

⁶⁷ NYS Department of State, Committee on Open Government, OML-AO-3863 (Sept. 3, 2004).

⁶⁸ CPLR § 4503; *Brown v. Feehan*, 125 A.D.3d 1499 (4th Dep't 2015); for a review of the nature and scope of the privilege itself, see *Appeal of Goldin*, 40 Ed Dept Rep 628 (2001); see also NYS Department of State, Committee on Open Government OML-AO-5610 (Mar. 25, 2019); OML-AO-5446 (Feb. 24, 2015).

⁶⁹ *Ballard v. New York Safety Track LLC*, 126 A.D.3d 1073 (3d Dep't 2015).

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May a school board exclude one of its members from a meeting with the district's legal counsel if that board member is suing, or planning to sue the district or if the board member may be sued by the district?

Yes. A school board may validly exclude a board member who is suing, may sue or is being sued by the district from meeting with the attorney in order to preserve attorney client privilege and not reveal any litigation strategy.⁷⁰ The Committee on Open Government has advised the board member with the adverse interest is not a client of the school attorney is that instance. However, the Committee also cautioned that a board member with the adverse interest would have the right to attend an executive session. Therefore, it is advisable to hold such meetings with the attorney as an exempt meeting and not part of an executive session.⁷¹

MEETING NOTICE AND POSTING OF MATERIALS REQUIREMENTS

General Notice Requirements

Must a school board give notice of its meetings?

Yes, pursuant to the Open Meetings Law, school boards must give public notice of their meetings.⁷² By comparison, the Education Law does not include a similar requirement.⁷³

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.⁷⁴

What are the notice requirements?

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.⁷⁵ Notice may be transmitted electronically to the news media.⁷⁶

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.⁷⁷

If a school board is going to live-stream its meetings over the internet, the law requires the notice of the meeting to include the web address where the meeting may be viewed.⁷⁸

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.⁷⁹

⁷⁰ NYS Department of State, Committee on Open Government OML-AO-5584 (undated).

⁷¹ *Id.*

⁷² Pub. Off. Law § 104(1).

⁷³ *Matter of Thomas*, 10 Ed Dept Rep 108 (1971).

⁷⁴ *Phillips v. County of Monroe*, 18 Misc.3d 1127(A) (Monroe Cnty. 2007).

⁷⁵ Pub. Off. Law § 104(1).

⁷⁶ *Id.*

⁷⁷ Pub. Off. Law § 104(2); *Previdi v. Hirsch*, 138 Misc.2d 436 (Westchester Cnty. 1988).

⁷⁸ Pub. Off. Law § 104(5).

⁷⁹ *Phillips v. County of Monroe*, 18 Misc.3d 1127(A) (Monroe Cnty. 2007).

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Must notice be posted on the district website?

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.⁸⁰ According to the only court to interpret this 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."⁸¹ 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."⁸²

Does the Education Law contain any meeting notice requirements?

Under the Education Law, school board members must receive at least 24 hours' notice of any board meeting.⁸³

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.⁸⁴

May board members waive the 24 hour meeting notice requirement in an emergency?

Yes, individual board members may waive the 24 hour notice requirement in case of an emergency.⁸⁵ 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.⁸⁶

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.

Must a school board give consideration to what time it schedules its meetings?

Yes, school boards 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.⁸⁷

*Posting of Materials Requirements***Are there any additional posting requirements beyond giving notice of a school board meeting?**

The law requires 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.⁸⁸

May the school board charge a fee for providing copies of the materials the board is scheduled to discuss?

The school district may charge a fee for the copies consistent with the rules under the Freedom of Information Law. 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.⁸⁹

⁸⁰ Pub. Off. Law § 104(6).

⁸¹ *Matter of Rivers v. Young*, 26 Misc.3d 946 (Westchester Cnty. 2009).

⁸² *Id.*, citing N.Y. Spons. Memo., 2009 A.B. 3169.

⁸³ Educ. Law § 1606(3); see also *Application of Bean*, 42 Ed Dept Rep 171 (2000).

⁸⁴ see *Matter of Colasuonno*, 22 Ed Dept Rep 215 (1982).

⁸⁵ *Matter of Colasuonno*, 22 Ed Dept Rep 215 (1982); *Matter of Carlson*, 11 Ed Dept Rep 284 (1972).

⁸⁶ *Matter of Board of Educ. of UFSD No. 1 of the Town of Hume*, 29 St. Dep't Rep. 624 (1923).

⁸⁷ *Matter of Goetchius v. Board of Education*, unpublished, (Sup. Ct., Westchester Cnty. New York Law Journal, Aug. 8, 1996; see also NYS Department of State, Committee on Open Government, OML-AO-5280 (May 4, 2012).

⁸⁸ Pub. Off. Law § 103(e).

⁸⁹ Pub. Off. Law § 87(1)(b)(iii), (c).

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Must the materials the board plans to discuss be posted to the school district's website?

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.⁹⁰

Must materials be posted to the website by a certain time?

No, the statute does not contain a specific timeframe for posting materials to the website. Rather it simply provides that materials be available to the extent practicable. A state appellate court determined that a municipality that posted materials to the website seven hours before a meeting was in compliance with the statute, despite plaintiff's arguing the materials could have been posted earlier.⁹¹

Are there any exceptions to the web-posting requirement?

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.⁹²

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.⁹³

What board materials must be made available?

Records which must be made available include records available pursuant to a Freedom of Information Law request and any proposed resolution, law, rule, regulation, policy or any amendment thereto.⁹⁴

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.⁹⁵

What materials may be excluded?

The Freedom of Information Law 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.⁹⁶ 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.

Records which will be discussed as part of an executive session and items on a consent agenda need not be posted or shared.⁹⁷

Must all draft documents a board is scheduled to discuss be disclosed?

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.⁹⁸ Draft documents would generally

⁹⁰ Pub. Off. Law § 103(e) see also NYS Department of State, Committee on Open Government, OML-AO-5282 (May 4, 2012).

⁹¹ *Clover/Allen's Creek Neighborhood Assoc., LLC v. M & F, LLC*, 173 A.D.3d 1828 (4th Dep't 2019).

⁹² NYS Dep't of State, Committee on Open Government, *Q&A on Disclosure of Records Scheduled to be Discussed during Open Meetings* at: <http://www.dos.ny.gov/coog/QA-2-12.html>.

⁹³ NYS Department of State, Committee on Open Government, OML-AO-5235 (Jan. 24, 2012).

⁹⁴ Pub. Off Law § 103(e); see also Pub. Off Law § 87(2).

⁹⁵ NYS Department of State, Committee on Open Government, OML-AO-5241 (Feb. 13, 2012).

⁹⁶ Pub. Off. Law §§ 87(2); 103(e).

⁹⁷ NYS Department of State, Committee on Open Government, *Q&A on Disclosure of Records Scheduled to be Discussed during Open Meetings* at: <http://www.dos.ny.gov/coog/QA-2-12.html>.

⁹⁸ see Pub. Off. Law § 87(2).

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)).

Do supporting memoranda or research materials need to be made public?

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. These items are background materials and not the actual records scheduled to be discussed.⁹⁹

BOARD MEETING MINUTES

General Requirements

Are school boards required to maintain minutes of each board meeting?

Yes, the law requires formal minutes shall be taken at all school board meetings.¹⁰⁰ The minutes must consist of a record or summary of all motions, proposals, resolutions, and other matters formally voted upon, how each member voted, and the result of any vote.¹⁰¹ Records of the final votes of each member of the board may not be destroyed.¹⁰²

How much detail must meeting minutes contain?

Minutes must contain sufficient information and detail so an individual reviewing them understands what action a school board took. Bare bones resolutions that lack sufficient detail do not satisfy the legal requirement.¹⁰³ 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.¹⁰⁴

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.¹⁰⁵ It is also recommended to attach a copy of the contract to the minutes to prevent any misunderstanding.¹⁰⁶

Can a board adopt a policy on minutes outlining what the minutes should contain?

Yes, a board may establish rules for its minutes which are outlined in a policy. The law does not require minutes to constitute a verbatim account of everything said at a meeting, but a board may impose additional requirements beyond those imposed by the statute,¹⁰⁷

⁹⁹ NYS Department of State, Committee on Open Government, *Q&A on Disclosure of Records Scheduled to be Discussed during Open Meetings*.

¹⁰⁰ Pub. Off. Law § 106(1).

¹⁰¹ Pub. Off. Law §§ 87(3)(a); 106).

¹⁰² Pub. Off. Law §§ 87(3)(a), 106(1).

¹⁰³ *Mitner v. Goshen Central School Dist. Bd. of Educ.*, unpublished (Sup. Ct, Orange Cnty Apr. 15, 1993); NYS Department of State, Committee on Open Government, OML-AO-3472 (June 18, 2002).

¹⁰⁴ see NYS Department of State, Committee on Open Government, OML-AO-5093 (May 1, 2011).

¹⁰⁵ NYS Department of State, Committee on Open Government, OML-AO-5153 (Aug. 18, 2011).

¹⁰⁶ *Id.*

¹⁰⁷ NYS Department of State, Committee on Open Government, OML-AO-5414 (July 3, 2014); OML-AO-3369 (Sept. 25, 2001).

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May a board vote by secret ballot?

No, secret ballots are not permitted for any purpose,¹⁰⁸ not even at a board's organizational/re-organizational meeting regarding the election of board president and vice-president and other officers.

May a board vote during an executive session?

The Education Law has been interpreted to require school boards to vote on resolutions in public session unless there is specific statutory authority to vote in executive session.¹⁰⁹

The law permits a school board to vote on whether to bring disciplinary charges against a tenured teacher or administrator in executive session.¹¹⁰ In such an instance, 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 (FOIL).¹¹¹

For example, when a board votes to initiate a disciplinary proceeding against a tenured teacher there is no determination indicating misconduct yet. FOIL authorizes the withholding of records to the extent that disclosure would result in an unwarranted invasion of personal privacy. Disclosure of unsubstantiated charges or allegations would constitute an unwarranted invasion of personal privacy.¹¹²

Public Access to Meeting Minutes

How soon after a meeting must minutes be available to the public?

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.¹¹³

There is no statutory requirement that minutes be approved by the board¹¹⁴, but a board may impose such obligation by policy. Therefore, even if a board has a policy or practice of approving minutes, it is not necessary to do so prior to the deadline by which minutes must be available to the public.¹¹⁵ Minutes can be marked "Draft" if necessary to allow the board to meet the two week availability deadline¹¹⁶. While there is no requirement to post minutes to the district website many districts do so for the convenience of the community and to reduce the number of FOIL requests received by a district.

Are minutes of an executive session always available?

No, if a board policy requires minutes of discussion items from executive session such minutes are not available to the public. A properly convened executive session is considered confidential and one

¹⁰⁸ *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).

¹⁰⁹ Educ. Law § 1708(3); *United Teachers of Northport v. Northport UFSD*, 50 A.D.2d 897 (2d Dep't 1975); *Kursch v. Bd. Of Educ. Of Union Free Sch. Dist. No. 1*, 7 A.D.2d 922 (2d Dep't 1959); *Application of Flinn*, 154 N.Y.S.2d 124 (Suffolk Cnty. 1956); *Matter of Kramer*, 72 St. Dep't Rep. 114 (1951).

¹¹⁰ Educ. Law § 3020-a(2)(a); *Sanna v. Lindenhurst Bd. of Educ.*, 85 A.D.2d 157 (2d Dep't), *aff'd*, 58 N.Y.2d 626 (1982); *United Teachers of Northport v. Northport UFSD*, 50 A.D.2d 897 (2d Dep't 1975); *Formal Opn. of Counsel No. 239*, 16 Ed Dept Rep 457 (1976).

¹¹¹ Pub. Off. Law § 106(2); *Plattsburgh Pub. Co., Div. of Ottoway Newspapers, Inc. v. City of Plattsburgh*, 185 A.D.2d 518 (3d Dep't 1992).

¹¹² See *Herald Co. v. School Dist. of the City of Syracuse*, 104 Misc.2d 1041 (Onondaga Cnty 1980); NYS Department of State, Committee on Open Government, OML-AO-5174 (Sept. 7, 2011).

¹¹³ Pub. Off. Law § 106 (3).

¹¹⁴ NYS Department of State, Committee on Open Government, OML-AO-4211 (June 2, 2006).

¹¹⁵ NYS Department of State, Committee on Open Government, FOIL-AO-8543 (Nov. 17, 1994).

¹¹⁶ NYS Department of State, Committee on Open Government, OML-AO-3799 (May 19, 2004).

New York court has found minutes taken at an executive session where no action was taken by formal vote are not available to the public.¹¹⁷

Amendments to Meeting Minutes

May minutes be amended?

Yes, 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. Amendments or corrections may only occur upon the majority vote of a public body.¹¹⁸

When a motion is made to rescind or amend minutes previously adopted, the rescission or amendment should be included in the meeting minutes being approved. The minutes of a meeting where an amendment or correction occurs will state the minutes were approved as corrected.¹¹⁹

May errors in minutes result in a board member's removal?

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.¹²⁰

PUBLIC PARTICIPATION AT BOARD MEETINGS

In General

May a school board bar certain members of the public from attending meetings?

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.¹²¹

A school district's code of conduct is applicable to all visitors to the school.¹²² Therefore, if an individual violates provisions of the code, penalties laid out within the code may be applied to a member of the public, including a ban from school property for a limited period of time.¹²³

Must school boards have a public comment period as part of each meeting?

No. There is no requirement that school boards allow members of the public to speak at school board meetings¹²⁴, even though school board meetings must be open to the public.¹²⁵

However, most school boards do offer a public comment period at some point during their meetings.

If a school board permits public comment what, if any, rules may it impose upon such comments?

School board may impose reasonable rules for individuals to participate in a public comment period. Examples of such rules can include a sign-in sheet and imposing reasonable time limits for each

¹¹⁷ *Kline and Sons, Inc. v. County of Hamilton*, 235 A.D.2d 44 (3d Dep't 1997).

¹¹⁸ NYS Department of State, Committee on Open Government, OML-AO-4211 (June 2, 2006).

¹¹⁹ see *Robert's Rules of Order*, 11th Ed., §§ 35, 41, 48.

¹²⁰ *Appeal of Lilker*, 40 Ed Dept Rep 704 (2001).

¹²¹ *Matter of Goetschius v. Bd. of Educ. of Greenburg 11 UFSD*, 244 A.D.2d 552 (2d Dep't 1997).

¹²² *Appeal of M.S.*, 47 Ed Dept Rep 396 (2008).

¹²³ see *Appeal of Anonymous*, 44 Ed Dept Rep 260 (2005); see also *Cina v. Waters*, 9 A.D.3d 550 (3d Dep't 2004).

¹²⁴ *Appeal of Hockswender*, 52 Ed Dept Rep, Dec. No. 16, 400 (2012); *Appeal of Wittneben*, 31 Ed Dept Rep 375 (1992).

¹²⁵ Educ. Law § 1708(3); Pub. Off. Law § 103.

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speaker.¹²⁶ However, the Committee on Open Government has advised individuals should not be required to identify themselves prior to speaking at a board meeting in order to protect the privacy of victims of domestic violence who may want to offer comments but do not want to disclose their name and address. A suggestion is for a sign-in sheet to state that providing identifying details is optional.¹²⁷

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. For example, a board may restrict public comments that potentially may disclose information about particular students, even though such disclosure would be made by someone other than a school official.¹²⁸ 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.¹²⁹

Can a school board restrict participation in a public comment period to residents of the district?

The commissioner of education encourages school boards to allow citizens to speak on matters under consideration, whenever possible.¹³⁰ 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.¹³¹

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 but cautions that if a school board permits public participation, it may not discriminate between residents and nonresidents.¹³²

May a school board refuse to hear further comments on a topic previously addressed?

One court ruled that a school board 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. Based on these multiple avenues of communication, the board felt it had been made fully aware of the public's concerns about the topic.¹³³

The presiding officer of a public body, typically the president, 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.¹³⁴

Can a school board ban the use of signs by the public within a meeting room?

School boards may 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.¹³⁵

¹²⁶ see *Matter of Kramer*, 27 St. Dep't Rep. 114 (1951).

¹²⁷ NYS Department of State, Committee on Open Government, OML-AO-5607 (Feb. 22, 2019; OML-AO-5604 (Jan. 15, 2019)).

¹²⁸ NYS State Department of State, Committee on Open Government, OML-AO-3405 (Feb. 8, 2002).

¹²⁹ *Id.*

¹³⁰ *Appeal of Wittneben*, 31 Ed Dept Rep 375 (1992).

¹³¹ *Appeal of Martin*, 32 Ed Dept Rep 381 (1992).

¹³² NYS Department of State, Committee on Open Government, OML-AO-4141 (Feb. 24, 2006).

¹³³ *Curley v. Philo*, 2009 WL 2152323 (N.D.N.Y. 2009).

¹³⁴ NYS Department of State, Committee on Open Government, OML-AO-5296 (June 12, 2012).

¹³⁵ *Id.*

May a school board restrict the public's participation in meetings by holding a meeting in a room that does not accommodate a large audience?

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.¹³⁶ 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.¹³⁷

Public's Right to Record School Board Meetings

May members of the public record by audio and or video means a board meeting?

The Open Meetings Law requires that public bodies, including school boards, allow meetings to be photographed, broadcast, webcast or otherwise recorded and/or transmitted by audio or video means.¹³⁸

In a case decided prior to the law mandating that public bodies allow meetings to be recorded, a court determined use of a tape recorder may not cause public inconvenience, annoyance or alarm, or disturb the meeting.¹³⁹ Such reasoning is equally applicable under the current law. Therefore, if an individual's recording device was malfunctioning and interfering with the conduct of the meeting, a board may direct that such device be turned off.

May school boards impose rules governing the use of cameras and other recording devices?

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.¹⁴⁰ The Committee on Open Government drafted model rules which are available on its website.¹⁴¹

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.¹⁴² School boards were permitted to regulate the use of cameras to prevent 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.¹⁴³ In light of the present provisions of the law, this guidance is likely still relevant.

¹³⁶ Pub. Off. Law § 103(d).

¹³⁷ 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-5210 (Dec. 2, 2011); OML-AO-5118 (June 23, 2011).

¹³⁸ Pub. Off. Law § 103(d).

¹³⁹ See *Feldman v. Town of Bethel*, 106 A.D.2d 695 (3d Dep't 1984).

¹⁴⁰ Pub. Off. Law § 103(d).

¹⁴¹ See http://www.dos.state.ny.us/coog/modelregs_photo_record_broadcast.html.

¹⁴² *Csorny v. Shoreham Wading River CSD*, 305 A.D.2d 83 (2d Dep't 2003).

¹⁴³ *Id.*

EXECUTIVE SESSIONS

Basic Rules

What is an executive session?

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:

- Matters which will imperil the public safety if disclosed.
- Any matter that may disclose the identity of a law enforcement agent or informer.
- Information relating to current or future investigation or prosecution of a criminal offense that would imperil effective law enforcement if disclosed.
- Discussions involving proposed, pending, or current litigation.
- Collective negotiations pursuant to Article 14 of the Civil Service Law.
- 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.
- The preparation, grading, or administration of exams.
- 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.¹⁴⁴

How does a board convene an executive session?

An executive session can take place only upon a majority vote of the total membership of the board taken at an open meeting.¹⁴⁵

Can an executive session be scheduled in advance of a meeting?

A school board technically cannot schedule an executive session in advance because it can be convened only upon a majority vote of the board in an open public meeting.¹⁴⁶

However, the meeting's agenda or notice 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."¹⁴⁷ Such communication may include a time estimate for the executive session.

How much detail must a motion for executive session contain?

The motion to go into executive session must identify the subject matter of the executive session with particularity.¹⁴⁸

It is insufficient to merely regurgitate the statutory language such as "discussions regarding proposed or pending litigation, without identifying the particular litigation."¹⁴⁹

¹⁴⁴ Pub. Off. Law § 105(1)(a-h).

¹⁴⁵ Pub. Off. Law § 105(1).

¹⁴⁶ NYS Department of State, Committee on Open Government, OML-AO-5611 (Apr. 15, 2019); OML-AO-4889 (Apr. 9, 2010).

¹⁴⁷ NYS Department of State, Committee on Open Government, OML-AO-4889 (Apr. 9, 2010).

¹⁴⁸ *Cutler v. Town of Mamakating*, 137 A.D.3d 1373 (3d Dep't 2016); *Zehner v. Board of Educ. of Jordan-Elbridge CSD*, 91 A.D.3d 1349 (4th Dep't 2012); *Gordon v. Village of Monticello*, 207 A.D.2d 55 (3d Dep't 1994), *rev'd on other grounds*, 87 N.Y.2d 124 (1995); *Lucas v. Bd. of Educ. of East Ramapo CSD*, 57 Misc.3d 1207(a) (Rockland Cnty. 2017); *Zehner v. Board of Educ. of Jordan-Elbridge CSD*, 29 Misc.3d 1206 (Onondaga Co. 2010).

¹⁴⁹ *Daily Gazette v. Cobleskill*, 111 Misc.2d 303 (Schoharie Cnty. 1981); NYS Department of State, Committee on Open Government, OML-AO-5259 (Mar. 8, 2012); OML-AO-3654 (July 10, 2003).

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Can the board enter executive session by stating it needs to discuss personnel matters?

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. For example, a motion “to discuss the discipline of a particular employee” would satisfy the statutory requirement. Such motion would not need to identify the employee’s name or title as such specificity would constitute an unwarranted invasion of personal privacy.¹⁵⁰

When a board is hiring administrative positions, such as the superintendent, may it discuss the qualities it desires a candidate to hold in an executive session?

No. There is no authority to go into executive session to discuss the qualities and qualifications that a board is seeking in a superintendent, as well as the process which the board intends to utilize to conduct a superintendent search.¹⁵¹ These topics are of great interest to the community who is entitled to observe such discussions.

Is there a time limit on how long an executive session may last?

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.¹⁵²

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.¹⁵³

Is the information discussed in executive session confidential?

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.¹⁵⁴

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.¹⁵⁵

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 subjects a school board member to removal from office.¹⁵⁶ 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.¹⁵⁷

¹⁵⁰ see NYS Department of State, Committee on Open Government, OML-AO-5610 (Mar. 25, 2019); OML-AP-5419 (Aept. 2, 2014); OML-AO-5259 (Mar. 8, 2012).

¹⁵¹ *Zehner v. Board of Educ. of Jordan-Elbridge CSD*, 29 Misc.3d 1206 (Onondaga Cnty. 2010).

¹⁵² *Matter of Thomas*, 10 Ed Dept Rep 108 (1971).

¹⁵³ see NYS Department of State, Committee on Open Government, OML-AO-2426 (Nov. 23, 1994).

¹⁵⁴ Gen. Mun. Law § 805-a(1)(b).

¹⁵⁵ *Komyathy v. Board of Educ. Wappinger CSD No. 1*, 75 Misc.2d 859 (Dutchess Cnty. 1973).

¹⁵⁶ *Application of the Bd. of Educ. of the City Sch. Dist. of the City of Buffalo*, 57 Ed Dept Rep, Dec. No. 17,174 (2017), *aff’d*, *Paladino v. Bd. of Educ. for City of Buffalo Public Sch. Dist.*, 183 A.D.3d 1043 (3d Dep’t 2020); *Application of Nett and Raby*, 45 Ed Dept Rep 259 (2005); see also NYS Education Department, Memo from Kathy A. Ahearn, *Application of Nett and Raby: Disclosure of Confidential Information Learned During Executive Session* (Dec. 9, 2005) at <http://www.counsel.nysed.gov/memos/nett>.

¹⁵⁷ *Application of Nett and Raby*.

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.¹⁵⁸ However, the commissioner considers that view a “narrow interpretation of the term ‘confidential.’”¹⁵⁹

May a board member record an executive session?

A state supreme court held the taping of an executive session is improper and violates the confidentiality that is encompassed in an executive session.¹⁶⁰

Are there any statutes which would prevent disclosure of materials related to students that were discussed in executive session?

The Family Educational Rights and Privacy Act (FERPA), also known as the “Buckley Amendment” 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.¹⁶¹

Participation in an Executive Session

Who may attend an executive session?

All members of the school board and “any other persons authorized by” the board may attend an executive session.¹⁶² The Education Law contains a similar provision.¹⁶³

A superintendent’s contract may include a clause regarding his or her right to attend all executive sessions with the exception of the discussion of the superintendent’s evaluation or alleged misconduct.¹⁶⁴

Must a school board vote to approve the guests in attendance or otherwise identify for the public who besides board members participates in an executive session?

A school board does not have to formally vote to approve the attendance of guests at an executive session.¹⁶⁵ Neither does a board have to identify in its motion to enter into executive session the individuals whom the board has invited to attend.¹⁶⁶

Are there any limitations on who a board may invite to participate in executive session?

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.¹⁶⁷ Boards must also be mindful of guest

¹⁵⁸ NYS Department of State, Committee on Open Government, OML-AO-4530 (Dec. 12, 2007); OML-AO-4489 (Sept. 20, 2007).

¹⁵⁹ *Application of Nett and Raby*.

¹⁶⁰ *Stephenson v. Bd. of Educ. of Hamburg CSD*, 31 Misc.3d 1227 (Erie Cnty. 2011).

¹⁶¹ 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 (2d Cir. 2003).

¹⁶² Pub. Off. Law § 105(2).

¹⁶³ Educ. Law § 1708(3).

¹⁶⁴ See NYS Department of State, Committee on Open Government, OML-AO-4581 (Mar. 20, 2008).

¹⁶⁵ NYS Department of State, Committee on Open Government, OML-AO-4854 (Jan. 25, 2010); OML-AO-3864 (Sept. 7, 2004).

¹⁶⁶ *Matter of Jae v. Board of Educ. of Pelham UFSD*, 22 A.D.3d 581 (2d Dep’t 2005); *lv. to app. denied*, 6 N.Y.3d 714 (2006).

¹⁶⁷ *Appeal of Whalen*, 34 Ed Dept Rep 282 (1994)..

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in executive session when receiving advice from legal counsel so as not to waive attorney-client privilege.¹⁶⁸

What are some examples of individuals appropriately invited to an executive session?

It is 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.¹⁶⁹

Taking Action in Executive Session

May a school board vote on issues in executive session?

As discussed earlier in this handbook, with certain limited exceptions, no official action can be taken on issues discussed in executive session without first returning to open session.¹⁷⁰

One such an exception includes voting on charges against a tenured teacher.¹⁷¹ 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.¹⁷²

Are there other examples of instances when a board needs to vote in executive session for confidentiality reasons?

No court has explicitly ruled yet whether a school board may take action in executive session on matters made confidential by other laws such as the federal Family Educational Rights and Privacy Act.¹⁷³ However, one state supreme court indicated that a school board must vote to uphold or modify a student's suspension in an open session.¹⁷⁴

May a school board vote to appropriate money in an executive session?

No public body, including a school board, may vote to appropriate money during an executive session.¹⁷⁵

Special Rule for Audit Committees

May an audit committee conduct an executive session?

Yes, as a committee subject to the Open Meetings Law, an audit committee may conduct executive sessions.¹⁷⁶ In addition to the reasons for an executive session laid out in the Open Meetings Law, the Education Law provides the following additional reasons for an audit committee to enter executive session:

- meet with the external auditor prior to commencement of the audit

¹⁶⁸ *Ballard v. New York Safety Track LLC*, 126 A.D.3d 1073 (3d Dep't 2015).

¹⁶⁹ NYS Department of State, Committee on Open Government, OML-AO-4584 (Jan. 25, 2010); OML-AO-4344 (Mar. 7, 2007).

¹⁷⁰ see *Matter of Crapster*, 22 Ed Dep't Rep 29 (1982).

¹⁷¹ Educ. Law § 3020-a (2); *Sanna v. Lindenhurst Board of Educ.*, 85 A.D.2d 157 (2d Dep't 1982), *aff'd*, 58 N.Y.2d 626 (1987); *United Teachers of Northport v. Northport UFSD*, 50 A.D.2d 897 (2d Dep't 1975); *Matter of Cappa*, 14 Ed Dept Rep 80 (1974); Formal Opn. of Counsel No. 239, 16 Ed Dept Rep 457 (1976).

¹⁷² Educ. Law § 3020-a(2); Formal Opn. of Counsel No. 239, 16 Ed Dept Rep 457 (1976).

¹⁷³ 20 U.S.C. § 1232g.

¹⁷⁴ *Cheevers v. Town of Union, unreported*, (Sup. Ct. Broome Co., Sept. 3, 1998).

¹⁷⁵ Pub. Off. Law § 105(1).

¹⁷⁶ NYS Department of State, Committee on Open Government, OML-AO-4257 (Sept. 11, 2006); OML-AO-4093 (Dec. 14, 2005).

- 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
- 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.¹⁷⁷

Do the special rules for audit committees extend to topics beyond the external audit?

No, 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.¹⁷⁸

May a school board member who is not a member of the audit committee attend an executive session?

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.¹⁷⁹

CONSEQUENCES FOR VIOLATIONS OF THE OPEN MEETINGS LAW

What happens if a school board does not follow the requirements of the Open Meetings Law?

A school board that fails to follow the statutory requirements may face a lawsuit brought by a member of the public in state supreme court. A person has standing to bring a lawsuit for enforcement of the Open Meetings Law by virtue of being excluded from a meeting of a public body that should have been open to the public.¹⁸⁰

What proof must a plaintiff provide to show a school board violated the law?

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.¹⁸¹

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 decision to the courts.¹⁸²

What happens if a court determines that a school board violated the law?

If a court determines a public body failed to comply with the Open Meetings Law it may declare that the public body violated the 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.¹⁸³

¹⁷⁷ Educ. Law § 2116-c(7); NYS Department of State, Committee on Open Government, OML-AO-5610 (Mar. 25, 2019); OML-AO-4630 (May 19, 2008).

¹⁷⁸ NYS Department of State, Committee on Open Government, OML-AO-5610 (Mar. 25, 2019); OML-AO-4625 (May 9, 2008).

¹⁷⁹ Educ. Law § 2116-c(7).

¹⁸⁰ *McCrory v. Willage of Mamaroneck Bd. of Trustees*, 181 A.D.3d 67 (2d Dep't 2020).

¹⁸¹ *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 (New York Cnty. 1996).

¹⁸² *Gersen v. Mills*, 290 A.D.2d 839 (3d Dep't 2002).

¹⁸³ Pub. Off. Law § 107(1); *Genatt Asphalt Products v. Town of Sardinia*, 87 N.Y.2d 668 (1996); *Chestnut Ridge Assocs., LLC v. 30 Sephar Lane, Inc.*, 169 A.D.3d 995 (2d Dep't 2019); *Matter of MCI Telecomm. Corp. v. Public Serv. Comm'n of the State of New York*, 231 A.D.2d 284 (3d Dep't 1997); *Lucas v. Bd. of Educ. of East Ramapo CSD*, 57 Misc.3d 1207(a) (Rockland Cnty. 2017).

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One example of a case where a court voided a school board's action involved the termination of twenty bus drivers. The court found a "persistent pattern of deliberate violations of the letter and spirit of the Open Meetings Law by, *inter alia*, improperly convening executive sessions and limiting the public's opportunity to participate at Board meetings." ¹⁸⁴

May a court require member of a public body to take training about the requirements of the Open Meetings Law?

Yes. 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. ¹⁸⁵

May the court award a prevailing plaintiff attorney's fees?

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. ¹⁸⁶

However, a court must 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. ¹⁸⁷

¹⁸⁴ *Lucas v. Bd. of Educ. of the East Ramapo CSD*, 57 Misc.3d 1207(A) (Sup. Ct. Rockland Cnty. 2017); see also *Gersen v. Mills*, 290 A.D.2d 839 (3d Dep't 2002); compare *Chestnut Ridge Assocs., LLC v. 30 Sephar Lane, Inc.*, 169 A.D.3d 995 (2d Dep't 2019).

¹⁸⁵ Pub. Off. Law § 107(1); see *Zehner v. Bd. Of Educ. Of Jordan-Elbridge CSD*, 31 Misc.3d 1218(A) (Onondaga Cnty. 2011).

¹⁸⁶ Pub. Off. Law § 107(2); see also *Matter of Gordon v. Village of Monticello*, 87 N.Y.2d 124 (1995); *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 (2d Dep't 2010); *Matter of Orange County Pubs. Div. of Ottaway Newspapers Inc. v. County of Orange*, 120 A.D.2d 596 (2d Dep't 1986); *Stephenson v Bd. of Educ. of Hamburg CSD*, 31 Misc. 3d 1227 (Erie Cnty. 2011).

¹⁸⁷ Pub. Off. Law § 107(2).

2.22 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 (PBO)

SHARE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and paid in the same manner as other public charges.

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

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

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

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

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

2.33 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 2025-26

- Teachers: Certified \$120.00/day
- Uncertified \$100.00/day
- Curriculum: \$33.00/hour
- Tutor: \$38.00/hour
- Teaching Assistant: \$100.00/day
- Nurse: \$18.10/hour
- Bus Drivers: \$22.84/hour
- Clerical: \$15.50/hour
- School Monitors: \$15.50/hour
- Maintenance: \$15.50/hour

Motion_____

Second_____

Yes ____ **No** ____

DATED: July 8, 2025
 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 2025

<u>Fund</u>	<u>Check Dates</u>	<u>Amount</u>	<u>Checks Issued</u>	<u>Check #s</u>
General	5/2/2025	\$447.67	1	61790
	5/9/2025	\$259,938.33	2	Debit Charges 1160-1161
	5/9/2025	\$1,083.55	4	61791-61794
	5/9/2025	\$120,133.90	39	61795-61833
	5/23/2025	\$240,310.04	3	Debit Charges 1162-1164
	5/23/2025	\$1,806.05	4	61834-61837
	5/23/2025	\$434,605.58	36	61838-61873
Federal	5/23/2025	\$745.50	1	45132
Capital	5/9/2025	\$16,647.96	2	2203-2204
	5/23/2025	\$26,947.09	3	2205-2207
School Lunch	5/9/2025	\$105.35	1	2087
	5/23/2025	\$4,369.68	1	2088
Totals for the month		\$1,107,140.70	97	

I certify that these claims have been audited and paid for the month of May 2025

Christine Hurlbut 6/13/2025

Credit Card Statement					
Apr-25					
Transaction	Post	Credit Card	Amount	Comment	
Date	Date				
4/1/2025	4/2/2025	Wilson Sporting	(\$459.90)	refund of catchers equipment	
4/4/2025	4/7/2025	Music Theatre International	\$200.00	Annie Jr customizable poster and logo digital pack	
4/11/2025	4/14/2025	Sweetwater Sound	\$298.00	2 body pack transmitters	
4/30/2025	4/30/2025	Slice	\$22.27	pizza	
		Total	\$60.37		

Extra Curricular Activity Monthly Report				
May 28 - June 27, 2025				
Name	Beginning Balance	Received	Payments	Ending Balance
CLASS OF 2024	\$0.00			\$0.00
CLASS OF 2025	\$1,944.72		\$1,901.23	\$43.49
CLASS OF 2026	\$13,314.53			\$13,314.53
CLASS OF 2027	\$2,690.67	\$4,700.00	\$3,206.25	\$4,184.42
CLASS OF 2028	\$3,798.96			\$3,798.96
CLASS OF 2029	\$3,466.09	\$549.00		\$4,015.09
CLASS OF 2030	\$3,441.00	\$50.00		\$3,491.00
Varsity Club	\$4,302.91	\$3,000.00	\$3,997.80	\$3,305.11
Student Council	\$6,532.49		\$788.28	\$5,744.21
Nat. Honor Society	\$591.48		\$22.05	\$569.43
Yearbook Club	\$11,041.70	\$980.00	\$1,203.41	\$10,818.29
Band Club	\$110.72			\$110.72
Elementary Drama	\$0.00			\$0.00
HS Drama	\$4,283.95	\$2,533.00	\$200.00	\$6,616.95
HS CHORUS	\$0.00			\$0.00
Model UN	\$735.21			\$735.21
Tech Club	\$0.00			\$0.00
After Prom Party	\$2,020.00			\$2,020.00
TOTAL	\$58,274.43			\$58,767.41
<u>Reconciliation</u>				
Ending Book Balance				
Returned Checks				
Outstanding Checks				
Deposits in Transit				
Reconciled Balance				
Ending M&T Balance				

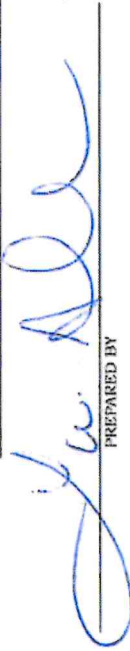
**NEW YORK MILLS UNION FREE SCHOOL DISTRICT
NEW YORKS MILLS, NY**

**TREASURER'S REPORT
May 31, 2025**

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, 2025

	General Fund	GP Money Market	Restricted	NY Muni Trust	School Lunch	Sch Lunch Saving	Trust & Agency	Payroll	Capital Fund	Debt Service	Federal
Beginning Balance	\$1,974,976.90	\$2,076,108.82	\$1,307,299.92	\$1,666,916.32	\$29,624.85	\$31,481.35	\$ -	\$ -	\$345,860.48	\$1,436,348.82	\$382,796.39
Receipts	\$ 1,195,450.04	\$ 4,412.71	\$ 2,778.63	\$5,941.57	\$ 16.33	\$ 66.91	\$ 500,248.92	\$ 353,320.87	\$ 188.24	\$ 3,052.92	\$ 59,537.97
Disbursements	\$ (1,122,194.62)	\$ -	\$ -	\$0.00	\$ (4,475.03)	\$ -	\$ (500,248.92)	\$ (353,320.87)	\$ (43,595.05)	\$ -	\$ (22,854.36)
Balance	\$ 2,048,232.32	\$ 2,080,521.53	\$ 1,310,078.55	\$ 1,672,857.89	\$ 25,166.15	\$ 31,548.26	\$ -	\$ -	\$ 302,453.67	\$ 1,439,401.74	\$ 419,480.00
Bank Balance	\$ 2,485,833.54	\$ 2,080,521.53	\$ 1,310,078.55	\$ 1,672,857.89	\$ 29,535.83	\$ 31,548.26	\$ 2,817.72	\$ 6,828.38	\$ 329,400.76	\$ 1,439,401.74	\$ 420,225.50
Outstanding Checks	\$ (437,586.17)			\$ -	\$ (4,369.68)	\$ -		\$ (6,828.38)	\$ (26,947.09)	\$ -	\$ (745.50)
Reconciling Items	\$ (15.05)	\$ -		\$ -	\$ -	\$ -	\$ (2,817.72)	\$ -			\$ -
Balance	\$ 2,048,232.32	\$ 2,080,521.53	\$ 1,310,078.55	\$ 1,672,857.89	\$ 25,166.15	\$ 31,548.26	\$ -	\$ -	\$ 302,453.67	\$ 1,439,401.74	\$ 419,480.00



PREPARED BY

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

FROM: 05/01/25 TO: 5/31/2025

Total available balance as reported at the end of preceding period

1,974,976.90

RECEIPTS DURING MONTH

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

Date	Source	Amount	
MAY	31 Interest	954.34	
	1 NYS DOH Medical Reimbursement	1,224.41	
	2 Gym Uniform	13.00	
	2 Utica National Safety Award	500.00	
	2 Admission for Play	885.00	
	2 Juul Settlement	1,100.03	
	5 Admission for Play	1,623.00	
	9 Transfer from Federal for Payroll	11,054.43	
	23 Transfer from Federal for Payroll	11,054.43	
	23 CMS Drug Subsidiary- Retirees	11,634.24	
	23 Admission for Play	25.00	
	23 Box Top Commissions	92.16	
	23 NYM ECA	412.99	
	28 Transfer from Scholarship to General	6,100.00	
	29 DOH Medicaid Reimbursement	420.56	
	29 NYS General Aid Received	1,138,736.36	
1-30	Retiree Health Insurance Receipts	9,620.09	
	Total Receipts		1,195,450.04
	Total Receipts, including balance	1,195,450.04	3,170,426.94

DISBURSEMENTS MADE DURING MONTH

BY CHECK

From Check No.		To Check No.		
61790	Flex Check 5-2	61790	\$	447.67
61791	Payroll Warrant 5-9	61794	\$	1,083.55
61795	AP Warrant 5-9	61833	\$	120,133.90
61834	Payroll Warrant 5-23	61837	\$	1,806.05
61838	AP Warrant 5-23	61873	\$	434,605.58

BY DEBIT CHARGE

OMNI Disbursements	9,717.40
Transfer for Payrolls	\$490,531.52
Transfer to Federal	59,308.58
Credit Card Debt Payment	60.37
Certified Bank Check (DMV)	4,500.00

564,117.87

Total amount of checks issued and debit charges

1,122,194.62

Cash Balance as shown by records

\$2,048,232.32

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	2,485,833.54
Less total of outstanding checks - See Attached Nvision Report	(437,586.17)
Bank cleared check .31 cents off	(0.29)
ERS	(14.76)
Net balance in bank	2,048,232.32

Total available balance

\$ 2,048,232.32

(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 5/31/2025



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

Ending Bank Balance:		2,485,833.54
Outstanding Checks (See listing below):	-	437,586.17
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	15.05

Adjusted Ending Bank Balance: 2,048,232.32

Cash Account Balance: 2,048,232.32

Outstanding Check Listing

Check Date	Check Number	Payee	Amount
04/11/2025	61752	ROBERT GIRUZZI	118.75
05/09/2025	61797	ALL PEST CONTROL	64.15
05/09/2025	61800	CENTERS FOR MEDICARE AND MEDICAID	1,512.18
05/09/2025	61808	FENNELL, DEBORAH	187.64
05/09/2025	61815	BERNARD HYMAN	118.75
05/09/2025	61832	HANK S. WILCZEK	118.75
05/23/2025	61835	CSEA TREASURER/PEARL CARROLL	619.04
05/23/2025	61837	NYSUT BENEFIT TRUST	241.33
05/23/2025	61838	AMAZON CAPITAL SERVICES	127.46
05/23/2025	61839	CARDIAC LIFE PRODUCTS	432.49
05/23/2025	61840	CATSKILL SPRING WATER LLC	52.00
05/23/2025	61841	RIC COLEMAN	118.75
05/23/2025	61842	DEVELOPMENTAL THERAPY ASSOC	1,277.50
05/23/2025	61843	ANGELO FARO	158.75
05/23/2025	61844	FIRST UNUM LIFE INSURANCE COMPANY	23.80
05/23/2025	61845	BRODY FOSTER	100.00
05/23/2025	61846	DAVID GOODFRIEND	500.00
05/23/2025	61847	GRAINGER, INC.	797.09
05/23/2025	61848	HILLYARD/NEWYORK	20.00
05/23/2025	61849	JAMES R. HOLT	118.75
05/23/2025	61850	RAYMOND A. HOULE	118.75
05/23/2025	61851	ROSE JEFF	5,000.00
05/23/2025	61852	MOHAWK VALLEY WATER AUTHORITY	4,498.74
05/23/2025	61853	KEVIN MORRISROE	188.75
05/23/2025	61854	MULE, MARIO	158.75
05/23/2025	61855	NORWAY AUTOMOTIVE & PLOW	831.00
05/23/2025	61856	NYSMEC	1,276.05
05/23/2025	61857	NYSPHSAA SECTION III INC	350.00
05/23/2025	61858	OBSERVER DISPATCH	270.84
05/23/2025	61859	ONEIDA HERKIMER MADISON BOCES	357,348.24
05/23/2025	61860	DOUGLAS OWEN	187.50
05/23/2025	61861	P J GREEN, INC.	1,214.81
05/23/2025	61862	ANDREW PEREIRA	500.00
05/23/2025	61863	MELINDA POLAROLO	175.00

NEW YORK MILLS UFSD

Bank Reconciliation for period ending on 5/31/2025



Check Date	Check Number	Payee	Amount
05/23/2025	61864	RIVERS, NICHOLAS	123.75
05/23/2025	61865	SAFIN, TIMOTHY	118.75
05/23/2025	61866	SOUTHWELL, STEVEN	165.75
05/23/2025	61867	TOWN OF NEW HARTFORD	3,445.92
05/23/2025	61868	TWIN PONDS GOLF ASSOCIATES INC	450.00
05/23/2025	61869	UPSTATE CEREBRAL PALSY	52,962.84
05/23/2025	61870	SCOTT URTZ	118.75
05/23/2025	61871	UTICA SPRAY & CHEMICAL COMPANY	916.62
05/23/2025	61872	WASKIEWICZ, RICH	151.93
05/23/2025	61873	JAMES WEAVER	306.25
Outstanding Check Total:			437,586.17

A blue ink signature, likely of J. A. Allen, written over a horizontal line.
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: 05/01/25 TO: 5/31/25

Total available balance as reported at the end of preceding period \$2,076,108.82

RECEIPTS DURING MONTH

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

Date	Source	Amount
MAY 31	Interest	4,412.71
	Transfer from General	
Total Receipts		\$4,412.71
Total Receipts, including balance		\$2,080,521.53

DISBURSEMENTS MADE DURING MONTH

BY CHECK
From Check No. To Check No. 0.00

BY DEBIT CHARGE

(Total amount of debit charges)

Cash Balance as shown by records \$2,080,521.53

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month (M&T)	2,080,521.53
Amount of transfers in transit	0.00
Net balance in bank	<u>2,080,521.53</u>
Amount of deposit in transit	0.00
Total available balance	<u>\$2,080,521.53</u>
(Must agree with Cash Balance above if there is a true reconciliation)	

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

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

CLERK OF BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT

PREPARED BY

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

For the period

FROM: 05/01/25 TO: 5/31/25

Total available balance as reported at the end of preceding period \$1,307,299.92

RECEIPTS DURING MONTH

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

Date	Source	Amount	
MAY 31	Interest	2,778.63	
	Transfer from General		
	Total Receipts		\$2,778.63
	Total Receipts, including balance		\$1,310,078.55

DISBURSEMENTS MADE DURING MONTH

BY DEBIT CHARGE

(Total amount of debit charges) \$0.00

Cash Balance as shown by records \$1,310,078.55

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	1,310,078.55	
Amount of transfers in transit	0.00	
Net balance in bank	<u>1,310,078.55</u>	
Amount of deposits in transit	0.00	
Total available balance		<u>\$1,310,078.55</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: 05/01/25 TO: 5/31/25

Total available balance as reported at the end of preceding period \$1,666,916.32

RECEIPTS DURING MONTH

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

Date	Source	Amount
MAY 31	Interest	5,941.57
Total Receipts		5,941.57
Total Receipts, including balance		\$1,672,857.89

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>\$1,672,857.89</u>

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	1,672,857.89
Amount of transfers in transit	0.00
Net balance in bank	<u>1,672,857.89</u>
Amount of deposits in transit	0.00
Total available balance	<u>\$1,672,857.89</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 7/1/2024 - 5/31/2025



Account	Description	Debits	Credits
A 200	CASH IN CHECKING	2,048,232.32	0.00
A 201 03	MUNICASH INVESTMENTS-NY	1,672,857.89	0.00
A 201 05	MONEY MARKET INVESTMENT	2,080,521.53	0.00
A 210	PETTY CASH	300.00	0.00
A 231 01	RESTRICTED RESERVES SAVINGS	1,310,078.55	0.00
A 391	DUE FROM OTHER FUNDS	100,755.94	0.00
A 391F	DUE FROM FEDERAL AID FUND	255,937.37	0.00
A 510	ESTIMATED REVENUE	15,229,803.00	0.00
A 521	ENCUMBRANCES	1,026,740.00	0.00
A 522	EXPENDITURES	12,834,789.33	0.00
A 599	APPROPRIATED FUND BALANCE	2,623,961.42	0.00
A 632	DUE TO STATE TEACHERS RETIREMENT	0.00	23,956.18
A 718	NYS EE RETIREMENT	14.76	0.00
A 720	GROUP HEALTH INSURANCE	0.00	484,146.10
A 720F	FLEX HEALTH	0.00	127,951.14
A 821	RESERVE FOR ENCUMBRANCES	0.00	1,026,740.00
A 827	RESERVE FOR NYSERS RETIREMENT CREDITS	0.00	167,404.00
A 864	RESERVE FOR TAX CERTIORARI	0.00	178,846.75
A 867	RESERVE FOR EMPLOYEE BENEFITS	0.00	421,620.00
A 878	CAPITAL RESERVE	0.00	214,385.90
A 878 01	CAPITAL RESERVE/TRANSPORTATION	0.00	399,487.27
A 882	RESERVE FOR REPAIRS	0.00	35,000.00
A 909	FUND BALANCE, UNRESERVED	0.00	953,489.42
A 910	APPROPRIATED FUND BALANCE	0.00	1,670,472.07
A 911	UNAPPROPRIATED FUND BALANCE	0.00	676,011.00
A 960	APPROPRIATIONS	0.00	17,853,764.42
A 980	REVENUES	0.00	14,950,717.86
A Fund Totals:		39,183,992.11	39,183,992.11
Grand Totals:		39,183,992.11	39,183,992.11

NEW YORK MILLS UFSD



Revenue Status Report By Function From 7/1/2024 To 5/31/2025

Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<u>A 1001</u>	TAXES RECEIVABLE	7,615,595.00	0.00	7,615,595.00	7,589,490.23	26,104.77
<u>A 1081</u>	PAYMENTS IN LIEU OF TAXES	245,803.00	0.00	245,803.00	279,583.98	-33,780.98
<u>A 1085</u>	STAR PROGRAM	655,920.00	0.00	655,920.00	681,259.07	-25,339.07
<u>A 1335</u>	OTHER STUDENT FEES AND CHARGES	2,500.00	0.00	2,500.00	2,989.00	-489.00
<u>A 1410</u>	ADMISSIONS FROM INDIVIDUALS	0.00	0.00	0.00	2,625.16	-2,625.16
<u>A 2401</u>	INTEREST AND EARNINGS	100,000.00	0.00	100,000.00	161,743.17	-61,743.17
<u>A 2413</u>	RENTAL OF REAL PROPERTY/BOCES	10,000.00	0.00	10,000.00	1,735.00	8,265.00
<u>A 2450</u>	COMMISSIONS	1,500.00	0.00	1,500.00	2,430.60	-930.60
<u>A 2650</u>	SALE OF SCRAP & EXCESS MATERIALS	0.00	0.00	0.00	200.05	-200.05
<u>A 2680</u>	INSURANCE RECOVERIES	1,000.00	0.00	1,000.00	3,113.40	-2,113.40
<u>A 2700</u>	RETIREE DRUG SUBSIDY	20,000.00	0.00	20,000.00	28,891.16	-8,891.16
<u>A 2701</u>	REFUNDS FOR BOCES AIDED SERVICES	350,000.00	0.00	350,000.00	470,246.03	-120,246.03
<u>A 2703</u>	REFUND OF PRIORS YRS EXPENSE	75,000.00	0.00	75,000.00	87,540.98	-12,540.98
<u>A 2705</u>	GIFTS AND DONATIONS	1,000.00	0.00	1,000.00	648.75	351.25
<u>A 2770</u>	UNCLASSIFIED OTHER REVENUE	85,000.00	0.00	85,000.00	24,303.52	60,696.48
<u>A 3101</u>	BASIC FORMULA	2,933,535.00	0.00	2,933,535.00	3,044,259.07	-110,724.07
<u>A 3101.001</u>	EXCESS COST	995,000.00	0.00	995,000.00	907,712.90	87,287.10
<u>A 3102</u>	LOTTERY AID	585,000.00	0.00	585,000.00	722,289.69	-137,289.69
<u>A 3102.00.2</u>	COMMERCIAL GAMING	275,000.00	0.00	275,000.00	290,924.61	-15,924.61
<u>A 3102.001</u>	VLT LOTTERY GRANT	150,000.00	0.00	150,000.00	173,263.87	-23,263.87
<u>A 3102.003</u>	CANNIBUS	1,200.00	0.00	1,200.00	0.00	1,200.00
<u>A 3103</u>	BOARDS OF COOPERATIVE EDUCATIONAL S	995,000.00	0.00	995,000.00	275,646.25	719,353.75
<u>A 3260</u>	TEXTBOOKS	30,000.00	0.00	30,000.00	35,242.00	-5,242.00
<u>A 3262</u>	COMPUTER SOFTWARE AID	9,000.00	0.00	9,000.00	9,093.00	-93.00
<u>A 3262.001</u>	HARDWARE AID	8,500.00	0.00	8,500.00	9,842.00	-1,342.00
<u>A 3263</u>	LIBRARY AV LOAN PROGRAM	3,250.00	0.00	3,250.00	3,793.00	-543.00
<u>A 3289</u>	OTHER STATE AID	0.00	0.00	0.00	40,304.00	-40,304.00
<u>A 4089</u>	FEDERAL AID ARP, CARES ACT	71,000.00	0.00	71,000.00	87,345.00	-16,345.00
<u>A 4601</u>	MEDICAID REIMBURSEMENT	10,000.00	0.00	10,000.00	14,202.37	-4,202.37
A Totals:		15,229,803.00	0.00	15,229,803.00	14,950,717.86	279,085.14
Grand Totals:		15,229,803.00	0.00	15,229,803.00	14,950,717.86	279,085.14

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2024 To 5/31/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 1010.400-00-0000</u>	CONTRACTUAL	2,000.00	0.00	2,000.00	1,024.71	105.09	870.20
<u>A 1010.404-00-0000</u>	CONFERENCE FEES	8,000.00	0.00	8,000.00	4,303.10	0.00	3,696.90
<u>A 1010.490-00-0000</u>	BOCES	4,600.00	0.00	4,600.00	1,151.28	145.96	3,302.76
1010	BOARD OF EDUCATION						
<u>A 1040.160-00-0000</u>	NON-INSTRUCT. SALARIES	14,600.00	0.00	14,600.00	6,479.09	251.05	7,869.86
<u>A 1040.400-00-0000</u>	CONTRACTUAL	5,000.00	-5,000.00	0.00	0.00	0.00	0.00
<u>A 1040.406-00-0000</u>	ADVERTISING	3,850.00	0.00	3,850.00	0.00	0.00	3,850.00
<u>A 1040.450-00-0000</u>	OFFICE SUPPLIES	5,000.00	-250.00	4,750.00	1,092.70	2,500.00	1,157.30
1040	DISTRICT CLERK						
<u>A 1060.406-00-0000</u>	ADVERTISING	1,000.00	0.00	1,000.00	263.20	0.00	736.80
<u>A 1060.408-00-0000</u>	PERSONAL SERVICES	14,850.00	-5,250.00	9,600.00	1,355.90	2,500.00	5,744.10
1060	DISTRICT MEETING						
<u>A 1240.150-00-0000</u>	Consolidated Payroll	2,500.00	250.00	2,750.00	249.60	0.00	2,500.40
<u>A 1240.160-00-0000</u>	PROFESSIONAL SALARIES	31,950.00	-5,000.00	26,950.00	8,084.59	2,751.05	16,114.36
<u>A 1240.403-00-0000</u>	NON-INSTRUCT. SALARY	173,056.00	0.00	173,056.00	166,954.67	0.00	6,101.33
<u>A 1240.404-00-0000</u>	TRAVEL-MILEAGE	52,530.00	4,900.00	57,430.00	54,114.75	0.00	3,315.25
<u>A 1240.409-00-0000</u>	CONFERENCE FEES	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<u>A 1240.450-00-0000</u>	DUES	5,000.00	0.00	5,000.00	3,769.25	0.00	1,230.75
1240	CHIEF SCHOOL OFFICE						
<u>A 1310.160-00-0000</u>	OFFICE SUPPLIES	4,500.00	0.00	4,500.00	600.00	0.00	3,900.00
12	CHIEF SCHOOL OFFICE						
<u>A 1310.403-00-0000</u>	OFFICE SUPPLIES	500.00	0.00	500.00	44.53	0.00	455.47
<u>A 1310.404-00-0000</u>	CONFERENCE FEES	236,586.00	4,900.00	241,486.00	225,483.20	0.00	16,002.80
<u>A 1310.450-00-0000</u>	TRAVEL-MILEAGE	236,586.00	4,900.00	241,486.00	225,483.20	0.00	16,002.80
<u>A 1310.490-00-0000</u>	BOCES SERVICES	92,766.00	9,400.00	102,166.00	98,988.28	0.00	3,177.72
1310	BUSINESS ADMINISTRATION						
<u>A 1320.408-00-0000</u>	AUDITING SERVICES	275.00	0.00	275.00	0.00	0.00	275.00
1320	AUDITING						
<u>A 1380.401-00-0000</u>	CONFERENCE FEES	250.00	600.00	850.00	509.70	0.00	340.30
<u>A 1380.404-00-0000</u>	OFFICE SUPPLIES	200.00	0.00	200.00	0.00	0.00	200.00
<u>A 1380.408-00-0000</u>	BOCES SERVICES	70,067.00	3,000.00	73,067.00	65,739.19	7,300.41	27.40
1380	FISCAL AGENT FEE						
<u>A 1420.408-00-0000</u>	ATTORNEY SERVICES	163,558.00	13,000.00	176,558.00	165,237.17	7,300.41	4,020.42
13	ATTORNEY SERVICES						
<u>A 1420.408-00-0000</u>	ATTORNEY SERVICES	30,000.00	0.00	30,000.00	23,811.75	4,188.25	2,000.00
1320	AUDITING						
<u>A 1380.401-00-0000</u>	CONFERENCE FEES	30,000.00	0.00	30,000.00	23,811.75	4,188.25	2,000.00
<u>A 1380.404-00-0000</u>	OFFICE SUPPLIES	20,000.00	750.00	20,750.00	4,982.00	8,478.00	7,290.00
<u>A 1380.408-00-0000</u>	BOCES SERVICES	20,000.00	750.00	20,750.00	4,982.00	8,478.00	7,290.00
1380	FISCAL AGENT FEE						
<u>A 1420.408-00-0000</u>	ATTORNEY SERVICES	213,558.00	13,750.00	227,308.00	194,030.92	19,966.66	13,310.42
13	ATTORNEY SERVICES						
<u>A 1420.408-00-0000</u>	ATTORNEY SERVICES	45,000.00	-18,046.00	26,954.00	9,036.00	15,964.00	1,954.00

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2024 To 5/31/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
1420	LEGAL	45,000.00	-18,046.00	26,954.00	9,036.00	15,964.00	1,954.00
<u>A 1430.490-00-0000</u>	PERSONNEL SERVICES	45,000.00	-10,000.00	35,000.00	29,786.40	3,309.60	1,904.00
1430	PERSONNEL	45,000.00	-10,000.00	35,000.00	29,786.40	3,309.60	1,904.00
<u>A 1460.490-00-0000</u>	RECORDS INFORMATION	6,800.00	0.00	6,800.00	6,120.00	680.00	0.00
1460	RECORDS MANAGEMENT OFFICER	6,800.00	0.00	6,800.00	6,120.00	680.00	0.00
<u>A 1480.490-00-0000</u>	PUBLIC INFOR SPEC.	35,000.00	6,292.00	41,292.00	37,162.80	4,129.20	0.00
1480	PUBLIC INFORMATION & SERVICES	35,000.00	6,292.00	41,292.00	37,162.80	4,129.20	0.00
14		131,800.00	-21,754.00	110,046.00	82,105.20	24,082.80	3,858.00
<u>A 1620.160-00-0000</u>	NON INSTRUCT SALARIES	133,862.00	0.00	133,862.00	132,631.51	0.00	1,230.49
<u>A 1620.400-00-0000</u>	CONTRACTUAL	62,500.00	-1,377.64	61,122.36	11,013.00	41,122.36	8,987.00
<u>A 1620.401-00-0000</u>	SERVICE CONTRACTS	20,000.00	-60.00	19,940.00	14,318.86	2,343.20	3,277.94
<u>A 1620.416-00-0000</u>	NATURAL GAS	85,000.00	-22,500.00	62,500.00	28,784.00	14,392.00	19,324.00
<u>A 1620.417-00-0000</u>	ELECTRICITY	95,000.00	0.00	95,000.00	73,566.49	21,433.51	0.00
<u>A 1620.418-00-0000</u>	WATER	35,000.00	0.00	35,000.00	27,505.33	50.21	7,444.46
<u>A 1620.450-00-0000</u>	CLEANING SUPPLIES	20,000.00	2,792.33	22,792.33	18,318.62	3,322.57	1,151.14
1620	OPERATION OF PLANT	451,362.00	-21,145.31	430,216.69	306,137.81	82,663.85	41,415.03
<u>A 1621.160-00-0000</u>	NON INSTRUCT SALARIES	176,290.00	0.00	176,290.00	92,225.67	0.00	84,064.33
<u>A 1621.400-00-0000</u>	CONTRACTUAL	50,000.00	980.83	50,980.83	12,940.19	3,420.07	34,620.57
<u>A 1621.402-00-0000</u>	REPAIRS	20,000.00	1,562.50	21,562.50	5,460.94	7,410.28	8,691.28
<u>A 1621.450-00-0000</u>	SUPPLIES & MATERIALS	35,000.00	-3,951.68	31,048.32	15,496.79	4,364.68	11,186.85
<u>A 1621.450-00-0508</u>	GROUPS	25,000.00	3,176.99	28,176.99	24,644.26	2,325.20	1,207.53
<u>A 1621.490-00-0000</u>	BOCES SERVICES	55,000.00	-2,700.00	52,300.00	47,057.76	5,228.64	13.60
1621	MAINTENANCE OF PLANT	361,290.00	-931.36	360,358.64	197,825.61	22,748.87	139,784.16
<u>A 1670.400-00-0000</u>	POSTAGE	15,000.00	2,000.00	17,000.00	14,145.57	2,000.00	854.43
<u>A 1670.490-01-0000</u>	PRINTING	70,000.00	15,000.00	85,000.00	61,200.00	23,800.00	0.00
1670	CENTRAL PRINTING & MAILING	85,000.00	17,000.00	102,000.00	75,345.57	25,800.00	854.43
16		897,652.00	-5,076.67	892,575.33	579,308.99	131,212.72	182,053.62
<u>A 1910.414-00-0000</u>	INSURANCE	55,000.00	-110.00	54,890.00	46,416.78	1,083.22	7,390.00
1910	UNALLOCATED INSURANCE	55,000.00	-110.00	54,890.00	46,416.78	1,083.22	7,390.00
<u>A 1964.400-00-0000</u>	REFUND PROP. TAX	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
1964	REFUND ON REAL PROPERTY TAXES	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
<u>A 1981.490-00-0000</u>	BOCES SERVICES	149,350.00	4,900.00	154,250.00	136,546.39	17,642.22	61.39
1981	BOCES ADMINISTRATIVE COSTS	149,350.00	4,900.00	154,250.00	136,546.39	17,642.22	61.39

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2024 To 5/31/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
19	General Support	214,350.00	4,790.00	219,140.00	182,963.17	18,725.44	17,451.39
1		1,725,896.00	-8,390.67	1,717,505.33	1,271,976.07	196,738.67	248,790.59
<u>A 2010.150-00-0000</u>	INSTRUCTIONAL SALARIES	25,000.00	0.00	25,000.00	4,542.50	0.00	20,457.50
<u>A 2010.490-00-0000</u>	OTHER BOCES	55,000.00	100.00	55,100.00	49,582.17	5,509.16	8.67
2010	CURRICULUM DEVEL & SUPERVISION	80,000.00	100.00	80,100.00	54,124.67	5,509.16	20,466.17
<u>A 2020.150-00-0000</u>	INSTRUCTIONAL SALARIES	205,715.00	0.00	205,715.00	204,573.19	0.00	1,141.81
<u>A 2020.160-00-0000</u>	NON INSTRUCT. SALARIES	85,020.00	0.00	85,020.00	70,756.00	0.00	14,264.00
<u>A 2020.403-02-0000</u>	TRAVEL-MILEAGE	500.00	0.00	500.00	0.00	0.00	500.00
<u>A 2020.403-03-0000</u>	TRAVEL-MILEAGE	500.00	0.00	500.00	0.00	0.00	500.00
<u>A 2020.404-02-0000</u>	CONFERENCE	500.00	0.00	500.00	243.74	0.00	256.26
<u>A 2020.404-03-0000</u>	CONFERENCE	500.00	0.00	500.00	37.50	0.00	462.50
<u>A 2020.409-00-0000</u>	DUES	1,600.00	0.00	1,600.00	0.00	0.00	1,600.00
<u>A 2020.450-02-0000</u>	OFFICE SUPPLIES	1,000.00	0.00	1,000.00	145.00	0.00	855.00
<u>A 2020.450-03-0000</u>	OFFICE SUPPLIES	1,000.00	0.00	1,000.00	754.24	0.00	245.76
2020	SUPERVISION-REGULAR SCHOOL	296,335.00	0.00	296,335.00	276,509.67	0.00	19,825.33
<u>A 2070.150-00-0000</u>	INSERVICE SALARIES	30,000.00	0.00	30,000.00	25,536.00	0.00	4,464.00
<u>A 2070.400-00-0000</u>	CONTRACTUAL	3,000.00	2,000.00	5,000.00	4,470.03	0.00	529.97
<u>A 2070.490-00-0000</u>	BOCES INSERVICE	20,000.00	-1,500.00	18,500.00	16,650.00	1,850.00	0.00
2070	INSERVICE TRAINING-INSTRUCTION	53,000.00	500.00	53,500.00	46,656.03	1,850.00	4,993.97
20	Group Insurance	429,335.00	600.00	429,935.00	377,290.37	7,359.16	45,285.47
<u>A 2110.120-00-0000</u>	INSTRUCTIONAL SALARIES K-3	864,525.00	0.00	864,525.00	562,599.10	0.00	301,925.90
<u>A 2110.120-01-0000</u>	INSTRUCTIONAL SALARIES 4-6	565,033.00	0.00	565,033.00	353,628.65	0.00	211,404.35
<u>A 2110.130-00-0000</u>	INSTRUCTIONAL 7-12	1,500,890.00	0.00	1,500,890.00	1,085,201.06	0.00	415,688.94
<u>A 2110.130-01-0000</u>	AFTER SCHOOL PROGRAM	20,000.00	9,995.00	29,995.00	27,990.10	0.00	2,004.90
<u>A 2110.131-00-0000</u>	HEALTH BUY-OUTS	22,000.00	-5,700.00	16,300.00	16,266.64	0.00	33.36
<u>A 2110.140-00-0000</u>	SUBSTITUTE SALARIES	125,800.00	0.00	125,800.00	115,285.17	0.00	10,514.83
<u>A 2110.160-00-0000</u>	NON INSTRUCT SALARIES	79,353.00	0.00	79,353.00	60,230.56	0.00	19,122.44
<u>A 2110.200-02-0000</u>	NEW EQUIPMENT	15,000.00	0.00	15,000.00	1,504.14	0.00	13,495.86
<u>A 2110.400-02-0000</u>	CONTRACTUAL	9,550.00	0.00	9,550.00	0.00	0.00	9,550.00
<u>A 2110.400-03-0000</u>	CONTRACTUAL	8,000.00	13,011.20	21,011.20	3,302.50	11,601.20	6,107.50
<u>A 2110.403-02-0000</u>	TRAVEL-MILEAGE	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<u>A 2110.403-03-0000</u>	TRAVEL-MILEAGE	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<u>A 2110.404-02-0000</u>	CONFERENCE FEES	1,800.00	0.00	1,800.00	0.00	0.00	1,800.00

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2024 To 5/31/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.404-03-0000	CONFERENCE FEES	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2110.450-02-0001	INST SUPPLY-GRADE 1	400.00	0.00	400.00	156.46	7.81	235.73
A 2110.450-02-0002	INST SUPPLY-GRADE 2	600.00	0.00	600.00	129.69	7.89	462.42
A 2110.450-02-0003	INST SUPPLY-GRADE 3	400.00	0.00	400.00	160.16	8.88	230.96
A 2110.450-02-0004	INST SUPPLY-GRADE 4	400.00	0.00	400.00	154.42	11.74	233.84
A 2110.450-02-0005	INST SUPPLY-GRADE 5	400.00	0.00	400.00	163.71	16.96	219.33
A 2110.450-02-0006	INST SUPPLY-GRADE 6	600.00	0.00	600.00	195.09	29.25	375.66
A 2110.450-02-0007	INST SUPPLY ESL	200.00	0.00	200.00	113.32	12.00	74.68
A 2110.450-02-0013	INST SUPPLY-KNDG	200.00	0.00	200.00	138.75	0.00	61.25
A 2110.450-02-3000	INST SUPPLY-ART	2,500.00	0.00	2,500.00	2,431.32	0.00	68.68
A 2110.450-02-3050	STEM	200.00	0.00	200.00	115.26	3.96	80.78
A 2110.450-02-4000	INST SUPPLY-MUSIC	2,500.00	0.00	2,500.00	212.39	210.10	2,077.51
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	325.30	34.05	240.65
A 2110.450-02-4700	INST SUPPLY-GENERAL	12,500.00	-280.00	12,220.00	8,409.10	34.19	3,776.71
A 2110.450-03-3000	INST SUPPLY-ART	4,200.00	0.00	4,200.00	1,980.26	5.67	2,214.07
A 2110.450-03-3200	INST SUPPLY-BUSINESS ED.	200.00	0.00	200.00	29.49	4.42	166.09
A 2110.450-03-3400	INST SUPPLY-ENGLISH	600.00	280.00	880.00	712.91	70.83	96.26
A 2110.450-03-3500	INST SUPPLY-FOR LANGUAGE	700.00	0.00	700.00	356.39	36.07	307.54
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.	3,300.00	0.00	3,300.00	2,008.63	1,268.58	22.79
A 2110.450-03-3800	INST SUPPLY-INDUSTRIAL ART	3,450.00	0.00	3,450.00	952.06	1,807.31	690.63
A 2110.450-03-3900	INST SUPPLY-MATH	1,700.00	0.00	1,700.00	1,035.34	2.36	662.30
A 2110.450-03-4000	INST SUPPLY-MUSIC	4,000.00	0.00	4,000.00	3,640.74	344.98	14.28
A 2110.450-03-4100	INST SUPPLY-PHYS ED	400.00	0.00	400.00	0.00	0.00	400.00
A 2110.450-03-4300	INST SUPPLY-SCIENCE	1,000.00	0.00	1,000.00	913.18	75.40	11.42
A 2110.450-03-4400	INST SUPPLY-SOCIAL STUDY	600.00	0.00	600.00	240.77	30.08	329.15
A 2110.450-03-4700	INST SUPPLY-GENERAL	12,500.00	222.82	12,722.82	1,392.90	179.51	11,150.41
A 2110.470-00-0000	TUITION-REGULAR EDUCATION	45,000.00	-45,000.00	0.00	0.00	0.00	0.00
A 2110.473-00-0000	Charter School Tuition	0.00	45,000.00	45,000.00	28,850.00	1,150.00	15,000.00
A 2110.480-01-0000	TEXTBOOKS-OTHER SCHOOLS	1,000.00	0.00	1,000.00	234.43	3.29	762.28
A 2110.480-02-0006	TEXTBOOKS-GRADE 6	7,000.00	0.00	7,000.00	2,070.00	0.00	4,930.00
A 2110.480-02-4200	TEXTBOOKS-REMEDATION	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2024 To 5/31/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2110.480-02-4800</u>	WORKBOOKS-ELEMENTARY	40,000.00	0.00	40,000.00	29,428.84	0.00	10,571.16
<u>A 2110.480-03-2270</u>	CONSUMABLE	9,000.00	160.00	9,160.00	9,076.84	80.93	2.23
<u>A 2110.480-03-3200</u>	TEXTBOOKS-BUSINESS ED.	1,500.00	0.00	1,500.00	561.00	114.63	824.37
<u>A 2110.480-03-3400</u>	TEXTBOOKS-ENGLISH	6,000.00	0.00	6,000.00	786.15	36.82	5,177.03
<u>A 2110.480-03-4400</u>	TEXTBOOKS-SOCIAL STUDY	1,100.00	0.00	1,100.00	0.00	0.00	1,100.00
<u>A 2110.480-03-4700</u>	TEXTBOOKS-GENERAL INST.	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
<u>A 2110.490-00-0000</u>	BOCES SERVICES	775,000.00	-50,000.00	725,000.00	626,963.55	98,036.45	0.00
2110	TEACHING-REGULAR SCHOOL						
21	New York State Income Tax	4,162,601.00	-32,310.98	4,130,290.02	2,949,946.37	115,225.36	1,065,118.29
<u>A 2250.150-00-0000</u>	INSTRUCTIONAL SALARIES	4,162,601.00	-32,310.98	4,130,290.02	2,949,946.37	115,225.36	1,065,118.29
<u>A 2250.160-00-0000</u>	NON INSTRUCT SALARIES	630,087.00	0.00	630,087.00	396,268.54	0.00	233,818.46
<u>A 2250.160-00-0000</u>	NEW EQUIPMENT	165,000.00	0.00	165,000.00	130,501.89	0.00	34,498.11
<u>A 2250.200-00-0000</u>	CONTRACTUAL	2,500.00	0.00	2,500.00	628.08	94.21	1,777.71
<u>A 2250.400-00-0000</u>	CONFERENCE FEES	20,000.00	825.00	20,825.00	11,542.00	1,283.00	8,000.00
<u>A 2250.404-00-0000</u>	INSTRUCT. SUPPLIES	250.00	0.00	250.00	0.00	0.00	250.00
<u>A 2250.450-00-0000</u>	TUITION	3,000.00	0.00	3,000.00	2,315.27	14.25	670.48
<u>A 2250.470-00-0000</u>	BOCES SERVICES	315,498.00	405,503.50	721,001.50	473,788.44	145,395.06	101,818.00
<u>A 2250.490-00-0000</u>	PROGRAMS-STUDENTS W/ DISABIL	1,822,005.00	0.00	1,822,005.00	1,451,710.03	370,294.97	0.00
2250	INSTRUCTIONAL SALARIES						
<u>A 2280.150-00-0000</u>	BOCES SERVICES	2,958,340.00	406,328.50	3,364,668.50	2,466,754.25	517,081.49	380,832.76
<u>A 2280.490-00-0000</u>	INSTRUCTIONAL SALARIES	104,786.00	0.00	104,786.00	95,942.40	0.00	8,843.60
2280	OCCUPATIONAL EDUCATION						
22	Federal Income Tax	510,058.00	50,779.00	560,837.00	506,388.30	45,605.10	8,843.60
<u>A 2330.490-00-0000</u>	BOCES-SPECIAL SCHOOL	3,468,398.00	457,107.50	3,925,505.50	2,973,142.55	562,686.59	389,676.36
2330	TEACHING-SPECIAL SCHOOLS						
23	Income Executions	65,955.00	-4,200.00	61,755.00	55,562.40	6,173.60	19.00
<u>A 2610.150-00-0000</u>	INSTRUCTIONAL SALARIES	88,005.00	0.00	88,005.00	64,107.52	0.00	23,897.48
<u>A 2610.160-00-0000</u>	NON INSTRUCT SALARIES	35,000.00	0.00	35,000.00	23,170.18	0.00	11,829.82
<u>A 2610.460-00-0000</u>	STATE AIDED LIBRARY MATERIALS	3,731.00	120.00	3,851.00	3,843.08	0.00	7.92
<u>A 2610.490-00-0000</u>	BOCES SERVICES	45,000.00	-120.00	44,880.00	37,697.31	4,188.63	2,994.06
2610	SCHOOL LIBRARY & AUDIOVISUAL						
<u>A 2630.220-00-0000</u>	STATE AIDED EQUIPMENT	171,736.00	0.00	171,736.00	128,818.09	4,188.63	38,729.28
<u>A 2630.450-00-0000</u>	SUPPLIES	9,679.00	367.04	10,046.04	9,739.04	267.65	39.35
<u>A 2630.460-00-0000</u>	STATE AIDED SOFTWARE	8,500.00	732.50	9,232.50	8,362.53	869.18	0.79
		8,943.00	150.00	9,093.00	5,245.23	0.00	3,847.77

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2024 To 5/31/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2630.490-00-0000</u>	BOCES	635,340.00	64,660.00	700,000.00	623,322.55	76,677.45	0.00
2630	COMPUTER ASSISTED INSTRUCTION	*	65,909.54	728,371.54	646,669.35	77,814.28	3,887.91
26	Social Security Tax	**	65,909.54	900,107.54	775,487.44	82,002.91	42,617.19
<u>A 2810.150-00-0000</u>	INSTRUCTIONAL SALARIES		0.00	75,000.00	22,635.26	0.00	52,364.74
<u>A 2810.160-00-0000</u>	NON INSTRUCT SALARIES		0.00	35,500.00	21,352.80	0.00	14,147.20
<u>A 2810.404-00-0000</u>	CONFERENCE FEES		0.00	500.00	0.00	0.00	500.00
<u>A 2810.450-00-0000</u>	INTRUCTIONAL SUPPLIES		26.00	2,676.00	2,387.67	6.61	281.72
<u>A 2810.490-00-0000</u>	BOCES SERVICES		3,100.00	105,625.00	97,661.76	7,961.04	2.20
2810	GUIDANCE-REGULAR SCHOOL	*	3,126.00	219,301.00	144,037.49	7,967.65	67,295.86
<u>A 2815.160-00-0000</u>	NON INSTRUCT SALARIES		0.00	50,000.00	44,068.93	0.00	5,931.07
<u>A 2815.400-00-0000</u>	CONTRACTUAL		0.00	2,000.00	228.50	0.00	1,771.50
<u>A 2815.450-02-0000</u>	OFFICE SUPPLIES-ELEM		-170.00	1,330.00	257.41	25.12	1,047.47
<u>A 2815.450-03-0000</u>	OFFICE SUPPLIES-H.S.		170.00	3,170.00	1,829.02	1,293.54	47.44
<u>A 2815.490-00-0000</u>	BOCES SERVICES		0.00	24,500.00	14,634.27	1,625.99	8,239.74
2815	HEALTH SERVICES-REGULAR SCHOOL	*	0.00	81,000.00	61,018.13	2,944.65	17,037.22
<u>A 2820.490-00-0000</u>	BOCES SERVICES		-3,716.00	46,284.00	46,283.77	0.00	0.23
2820	PSYCHOLOGICAL SRVC-REG SCHOOL	*	-3,716.00	46,284.00	46,283.77	0.00	0.23
<u>A 2825.150-00-0000</u>	SOCIAL WORKER		0.00	55,022.00	40,262.52	0.00	14,759.48
2825	SOCIAL WORK SRVC-REG SCHOOL	*	0.00	55,022.00	40,262.52	0.00	14,759.48
<u>A 2830.400-00-0000</u>	SRO OFFICER		4,000.00	49,000.00	48,440.00	0.00	560.00
2830	PUPIL PERSONNEL SRVC-SPEC SCHL	*	4,000.00	49,000.00	48,440.00	0.00	560.00
<u>A 2850.150-00-0000</u>	INSTRUCTIONAL SALARIES		0.00	97,525.00	47,788.00	0.00	49,737.00
<u>A 2850.400-00-0000</u>	CONTRACTUAL		2.00	2,002.00	2,001.05	0.00	0.95
<u>A 2850.450-00-0000</u>	SUPPLIES		0.00	2,000.00	1,985.64	0.00	14.36
2850	CO-CURRICULAR ACTIV-REG SCHL	*	2.00	101,527.00	51,774.69	0.00	49,752.31
<u>A 2855.150-00-0000</u>	INSTRUCTIONAL SALARIES		0.00	152,650.00	90,175.63	0.00	62,474.37
<u>A 2855.160-00-0000</u>	NON INSTRUCT SALARIES		0.00	10,000.00	6,642.50	0.00	3,357.50
<u>A 2855.200-00-0000</u>	NEW EQUIPMENT		95.00	5,365.00	5,363.20	0.00	1.80
<u>A 2855.400-00-0000</u>	CONTRACTUAL		0.00	10,000.00	1,101.00	0.00	8,899.00
<u>A 2855.403-00-0000</u>	TRAVEL-MILEAGE		0.00	500.00	440.48	0.00	59.52
<u>A 2855.409-00-0000</u>	DUES		0.00	5,150.00	2,936.59	0.00	2,213.41
<u>A 2855.410-00-0000</u>	RENTAL		0.00	5,150.00	1,854.00	0.00	3,296.00
<u>A 2855.411-00-0000</u>	OFFICIALS		0.00	35,000.00	29,579.70	0.00	5,420.30

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2024 To 5/31/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2855.413-00-0000</u>	TOURNAMENT FEES	5,000.00	0.00	5,000.00	4,623.93	0.00	376.07
<u>A 2855.450-00-0000</u>	INSTRUCT. SUPPLIES	28,840.00	254.73	29,094.73	23,170.74	5,463.63	460.36
<u>A 2855.450-00-0014</u>	UNIFORMS	13,102.00	250.00	13,352.00	13,351.13	0.00	0.87
2855	INTERSCHOL ATHLETICS-REG SCHL	*	599.73	271,261.73	179,238.90	5,463.63	86,559.20
28	New York City Income Tax	**	4,011.73	823,395.73	571,055.50	16,375.93	235,964.30
2		***	491,117.79	10,270,988.79	7,702,484.63	789,823.55	1,778,680.61
<u>A 5510.160-00-0000</u>	NON INSTRUCT SALARIES	305,850.00	59,000.00	364,850.00	330,679.49	0.00	34,170.51
<u>A 5510.161-00-0000</u>	NON INSTRUCT SALARIES	90,000.00	8,500.00	98,500.00	93,108.96	0.00	5,391.04
<u>A 5510.210-00-0000</u>	NEW BUSES	152,256.00	0.00	152,256.00	151,555.96	700.00	0.04
<u>A 5510.400-00-0000</u>	CONTRACTUAL	9,800.00	1,500.00	11,300.00	10,664.49	367.79	267.72
<u>A 5510.414-00-0000</u>	INSURANCE	26,500.00	20.00	26,520.00	26,520.00	0.00	0.00
<u>A 5510.450-00-0000</u>	BUS REPAIR SUPPLIES	24,250.00	10,144.10	34,394.10	25,143.67	8,573.18	677.25
<u>A 5510.450-00-0509</u>	DIESEL	58,655.00	0.00	58,655.00	24,384.48	14,701.87	19,568.65
<u>A 5510.490-00-0000</u>	BOCES SERVICES	2,000.00	-31.00	1,969.00	360.00	40.00	1,569.00
5510	DISTRICT TRANSPORT-MEDICAID	*	79,133.10	748,444.10	662,417.05	24,382.84	61,644.21
<u>A 5530.200-00-0000</u>	NEW EQUIPMENT	0.00	2,500.00	2,500.00	2,274.02	0.00	225.98
<u>A 5530.414-00-0000</u>	INSURANCE	9,500.00	0.00	9,500.00	9,500.00	0.00	0.00
<u>A 5530.416-00-0000</u>	NATURAL GAS	16,850.00	0.00	16,850.00	13,569.60	3,280.40	0.00
<u>A 5530.417-00-0000</u>	ELECTRICITY	25,000.00	-6,400.00	18,600.00	12,997.32	5,002.68	600.00
<u>A 5530.418-00-0000</u>	WATER	10,000.00	0.00	10,000.00	7,333.26	2,666.74	0.00
<u>A 5530.450-00-0000</u>	BUS GARAGE SUPPLIES	1,000.00	600.00	1,600.00	1,578.16	0.00	21.84
<u>A 5530.450-00-0515</u>	SUPPLIES&MATERIALS	0.00	45.50	45.50	45.50	0.00	0.00
<u>A 5530.450-00-0516</u>	TOOLS-MECHANICS	100.00	1,779.00	1,879.00	1,596.75	0.00	282.25
5530	GARAGE BUILDING	*	-1,475.50	60,974.50	48,894.61	10,949.82	1,130.07
55		**	77,657.60	809,418.60	711,311.66	35,332.66	62,774.28
5		***	77,657.60	809,418.60	711,311.66	35,332.66	62,774.28
<u>A 9010.800-00-0000</u>	EMPLOYEE RETIREMENT	295,187.00	0.00	295,187.00	101,089.00	0.00	194,098.00
9010	STATE RETIREMENT	*	0.00	295,187.00	101,089.00	0.00	194,098.00
<u>A 9020.800-00-0000</u>	TEACHER RETIREMENT	615,888.00	0.00	615,888.00	0.00	0.00	615,888.00
9020	TEACHERS' RETIREMENT	*	0.00	615,888.00	0.00	0.00	615,888.00
<u>A 9030.800-00-0000</u>	SOCIAL SECURITY	526,555.00	0.00	526,555.00	353,763.34	0.00	172,791.66
9030	SOCIAL SECURITY	*	0.00	526,555.00	353,763.34	0.00	172,791.66
<u>A 9040.800-00-0000</u>	WORKERS COMP.	48,500.00	0.00	48,500.00	31,680.45	0.00	16,819.55

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2024 To 5/31/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
9040	WORKERS' COMPENSATION	48,500.00	0.00	48,500.00	31,680.45	0.00	16,819.55
<u>A 9050.800-00-0000</u>	UNEMPLOYMENT INS.	10,000.00	0.00	10,000.00	5,335.88	4,664.12	0.00
9050	UNEMPLOYMENT INSURANCE	10,000.00	0.00	10,000.00	5,335.88	4,664.12	0.00
<u>A 9055.800-00-0000</u>	DISABILITY INSURANCE	2,000.00	234.70	2,234.70	1,991.10	181.00	62.60
9055	DISABILITY INSURANCE	2,000.00	234.70	2,234.70	1,991.10	181.00	62.60
<u>A 9060.800-00-0000</u>	HEALTH INSURANCE	1,974,509.00	-90,771.00	1,883,738.00	1,878,211.59	0.00	5,526.41
9060	HOSPITAL, MEDICAL & DENTAL INS	1,974,509.00	-90,771.00	1,883,738.00	1,878,211.59	0.00	5,526.41
<u>A 9089.800-00-0000</u>	OTHER EMPLOYEE BENEFITS	0.00	3,641.00	3,641.00	3,640.75	0.00	0.25
9089	OTHER	0.00	3,641.00	3,641.00	3,640.75	0.00	0.25
90		3,472,639.00	-86,895.30	3,385,743.70	2,375,712.11	4,845.12	1,005,186.47
<u>A 9711.600-00-0000</u>	SERIAL BOND-PRINCIPAL-CONSTRUCTION	730,000.00	0.00	730,000.00	0.00	0.00	730,000.00
<u>A 9711.700-00-0000</u>	SERIAL BOND-INTEREST-CONSTRUCTION	215,824.00	0.00	215,824.00	49,022.00	0.00	166,802.00
9711	SERIAL BOND	945,824.00	0.00	945,824.00	49,022.00	0.00	896,802.00
<u>A 9789.600-00-0000</u>	OTHER DEBT-EPC PRINCIPAL	74,771.00	2,250.00	77,021.00	77,020.25	0.00	0.75
<u>A 9789.700-00-0000</u>	OTHER DEBT-EPC INTEREST	61,013.00	-22,250.00	38,763.00	38,762.61	0.00	0.39
9789	Other Debt (Specify)	135,784.00	-20,000.00	115,784.00	115,782.86	0.00	1.14
97	Endowment, Scholarship and Gift Fund	1,081,608.00	-20,000.00	1,061,608.00	164,804.86	0.00	896,803.14
<u>A 9901.950-00-0000</u>	TRANSFER-SPECIAL AID	8,500.00	0.00	8,500.00	8,500.00	0.00	0.00
9901	TRANSFER TO SPECIAL AID	8,500.00	0.00	8,500.00	8,500.00	0.00	0.00
<u>A 9950.900-00-0000</u>	TRANSFER-CAPITAL FUND	100,000.00	500,000.00	600,000.00	600,000.00	0.00	0.00
9950	TRANSFER TO CAPITAL	100,000.00	500,000.00	600,000.00	600,000.00	0.00	0.00
99		108,500.00	500,000.00	608,500.00	608,500.00	0.00	0.00
9		4,662,747.00	393,104.70	5,055,851.70	3,149,016.97	4,845.12	1,901,989.61
Fund ATotals:		16,900,275.00	953,489.42	17,853,764.42	12,834,789.33	1,026,740.00	3,992,235.09
Grand Totals:		16,900,275.00	953,489.42	17,853,764.42	12,834,789.33	1,026,740.00	3,992,235.09

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

For the period

FROM: 05/01/25 TO: 5/31/25

Total available balance as reported at the end of preceding period \$29,624.85

RECEIPTS DURING MONTH

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

Date	Source	Amount
MAY 31	Interest	16.33

Total Receipts 16.33

Total Receipts, including balance \$29,641.18

DISBURSEMENTS MADE DURING MONTH

BY CHECK

From Check No.	2088	To Check No	2088	4,475.03
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BY DEBIT CHARGE

(Total amount of checks issued and debit charges) \$4,475.03

Cash Balance as shown by records \$25,166.15

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month 29,535.83

Less total of outstanding checks 4,369.68

Net balance in bank 25,166.15

Amount of deposits in transit

Total available balance \$25,166.15

(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 5/31/2025



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

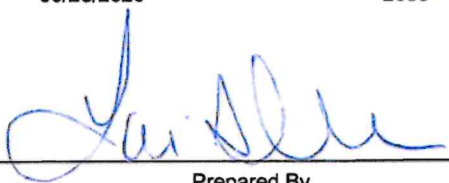
Ending Bank Balance:		29,535.83
Outstanding Checks (See listing below):	-	4,369.68
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance: 25,166.15

Cash Account Balance: 25,166.15

Outstanding Check Listing

Check Date	Check Number	Payee	Amount
05/23/2025	2088	ONEIDA HERKIMER MADISON BOCES	4,369.68
Outstanding Check Total:			4,369.68


Prepared By

Approved By

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

For the period

FROM: 05/01/25 TO: May 31, 2025

Total available balance as reported at the end of preceding period \$31,481.35

RECEIPTS DURING MONTH

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

Date	Source	Amount
MAY 31	Interest	66.91

Total Receipts 66.91

Total Receipts, including balance \$31,548.26

DISBURSEMENTS MADE DURING MONTH

BY DEBIT CHARGE

(Total amount of debit charges) 0.00 \$0.00

Cash Balance as shown by records \$31,548.26

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	31,548.26
Amount of transfers in transit	0.00
Net balance in bank	<u>31,548.26</u>
Amount of Transfers in transit	0.00
Total available balance	<u>\$31,548.26</u>

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

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

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

CLERK OF BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT

PREPARED BY

NEW YORK MILLS UFSD**Trial Balance Report From 7/1/2024 - 5/31/2025**

Account	Description	Debits	Credits
C 200	CASH IN CHECKING	25,166.15	0.00
C 201	CASH IN TIME DEPOSITS	31,548.26	0.00
C 210	PETTY CASH	20.00	0.00
C 522	EXPENDITURES	46,740.52	0.00
C 909	FUND BALANCE, UNRESERVED	15,206.16	0.00
C 911	UNAPPROPRIATED FUND BALANCE	0.00	58,008.35
C 980	REVENUES	0.00	60,672.74
C Fund Totals:		118,681.09	118,681.09
Grand Totals:		118,681.09	118,681.09

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

For the period

FROM: 05/01/25 TO: May 31, 2025

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 9	Transfers from General for Payroll	259,938.33	
23	Transfers from General for Payroll	240,310.59	
Total Receipts			\$500,248.92
Total Receipts, including balance			\$500,248.92

DISBURSEMENTS MADE DURING MONTH

BY DEBIT CHARGE	Transfers for Payroll Checks and Direct Deposits	353,320.87	
	Federal Taxes	113,710.46	
	State Taxes	20,682.47	
	OMNI	9,717.40	
	MAY ERS	2,802.96	
	Outstanding ERS	14.76	
(Total amount of checks issued and debit charges)			500,248.92
Cash Balance as shown by records			<u>\$0.00</u>

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	2,817.72
	<u>2,817.72</u>
ERS Outstanding	14.76
ERS MAY	2,802.96
Amount of transfers in transit	<u>2,817.72</u>

Total available balance \$0.00
(Must agree with Cash Balance above if there is a true reconciliation)

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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: 05/01/25 TO: 5/31/25

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 9	Net Payroll	185,702.99
23	Net Payroll	167,617.88

Total Receipts

353,320.87

Total Receipts, including balance

353,320.87

DISBURSEMENTS MADE DURING MONTH

BY CHECK

From Check No.	97970	To Check No.	98212	33,871.10
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BY DEBIT CHARGE

Direct Deposits

319,449.77

(Total amount of checks issued and debit charges)

353,320.87

Cash Balance as shown by records

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	6,828.38
---	----------

Less total of outstanding checks (See attached Nvision report)	6,828.38
--	----------

Payroll in transit

Net balance in bank

Total available balance

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

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CLERK OF BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT

PREPARED BY

NEW YORK MILLS UFSD

Bank Reconciliation for period ending on 5/31/2025



Account: M&T PAYROLL CHECKING

Cash Account(s): A 710

Ending Bank Balance:		6,828.38
Outstanding Checks (See listing below):	-	6,828.38
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

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
02/28/2025	97460	DEBORAH LUVERA	326.64
03/28/2025	97694	DEBORAH LUVERA	166.23
04/11/2025	97800	DEBORAH LUVERA	55.41
05/23/2025	98126	SAMANTHA JORDAN	69.26
05/23/2025	98129	JUSTIN MAHANNA	1,665.83
05/23/2025	98168	KRISTIN J. KOHN	2,225.24
Outstanding Check Total:			6,828.38

Prepared By
Approved By

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

For the period

FROM: 05/01/25 TO: 5/31/25

Total available balance as reported at the end of preceding period

\$345,860.48

RECEIPTS DURING MONTH

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

Date	Source	Amount
MAY 31	Interest	188.24

Total Receipts

\$188.24

Total Receipts, including balance

\$346,048.72

DISBURSEMENTS MADE DURING MONTH

BY CHECK

From Check No.	2203	To Check No	2207	43,595.05
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BY DEBIT CHARGE

(Total amount of checks issued and debit charges)

\$43,595.05

Cash Balance as shown by records

\$302,453.67

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	329,400.76
---	------------

Less total of outstanding checks	(26,947.09)
----------------------------------	-------------

Net balance in bank	<div style="border-top: 1px solid black; display: inline-block; width: 100%;">302,453.67</div>
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Total available balance

\$302,453.67

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

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CLERK OF BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT

PREPARED BY

NEW YORK MILLS UFSD

Bank Reconciliation for period ending on 5/31/2025



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

Ending Bank Balance:		329,400.76
Outstanding Checks (See listing below):	-	26,947.09
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance: 302,453.67

Cash Account Balance: 302,453.67

Outstanding Check Listing

Check Date	Check Number	Payee	Amount
05/23/2025	2205	COLUMN SOFTWARE PBC	196.75
05/23/2025	2206	PLAN & PRINT SYSTEMS INC	44.09
05/23/2025	2207	TEITSCH-KENT-FAY ARCHITECTS, P.C.	26,706.25
Outstanding Check Total:			26,947.09

Prepared By

Approved By

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2024 - 5/31/2025



Account	Description	Debits	Credits
H 200	CASH IN CHECKING	302,453.67	0.00
H 521	ENCUMBRANCES	26,730.00	0.00
H 522	EXPENDITURES	300,403.51	0.00
H 599	APPROPRIATED FUND BALANCE	1,120.00	0.00
H 630	DUE TO OTHER FUNDS	0.00	1,828.38
H 821	RESERVE FOR ENCUMBRANCES	0.00	26,730.00
H 911	UNAPPROPRIATED FUND BALANCE	0.00	1,028.80
H 960	APPROPRIATIONS	0.00	1,120.00
H 980	REVENUES	0.00	600,000.00
H Fund Totals:		630,707.18	630,707.18
Grand Totals:		630,707.18	630,707.18

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2024 To 5/31/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>H 0002.019-245</u>	CAPITAL OUTLAY 2023/24 ARCHITECT	0.00	1,120.00	1,120.00	0.00	0.00	1,120.00
<u>H 0002.020-240</u>	\$5Mil CAPITAL PROJECT-CONTRACTUAL	0.00	0.00	0.00	32,307.26	0.00	-32,307.26
<u>H 0002.020-245</u>	\$5Mil CAPITAL PROJECT-ARCHITECT	0.00	0.00	0.00	256,106.25	25,610.00	-281,716.25
<u>H 0002.021-245</u>	CAPITAL OUTLAY 24/25-ARCHITECT	0.00	0.00	0.00	11,990.00	1,120.00	-13,110.00
0002	*	0.00	1,120.00	1,120.00	300,403.51	26,730.00	-326,013.51
00	**	0.00	1,120.00	1,120.00	300,403.51	26,730.00	-326,013.51
0	***	0.00	1,120.00	1,120.00	300,403.51	26,730.00	-326,013.51
Fund HTotals:		0.00	1,120.00	1,120.00	300,403.51	26,730.00	-326,013.51
Grand Totals:		0.00	1,120.00	1,120.00	300,403.51	26,730.00	-326,013.51

NEW YORK MILLS UFSD



Revenue Status Report By Function From 7/1/2024 To 5/31/2025

Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
H 5031	INTERFUND TRANSFERS FROM GENERAL	0.00	0.00	0.00	600,000.00	-600,000.00
	H Totals:	0.00	0.00	0.00	600,000.00	-600,000.00
	Grand Totals:	0.00	0.00	0.00	600,000.00	-600,000.00

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

For the period

FROM: 05/01/25 TO: 5/31/25

Total available balance as reported at the end of preceding period

\$1,436,348.82

RECEIPTS DURING MONTH

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

Date	Source	Amount
MAY 31	Interest	3,052.92

Total Receipts

\$3,052.92

Total Receipts, including balance

\$1,439,401.74

DISBURSEMENTS MADE DURING MONTH

BY DEBIT CHARGE

0.00

(Total amount of checks issued and debit charges)

\$0.00

Cash Balance as shown by records

\$1,439,401.74

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month 1,439,401.74

Amount of transfers in transit

Net balance in bank 1,439,401.74

Amount of transfers in transit

Total available balance \$1,439,401.74


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

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CLERK OF THE BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT



PREPARED BY

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2024 - 5/31/2025



Account	Description	Debits	Credits	Balance
V 200	CASH IN CHECKING	907.80	0.00	907.80
V 231	CASH IN TIME-SPECIAL RESERVES	1,438,493.94	0.00	1,438,493.94
V 391	DUE FROM OTHER FUNDS	1,828.38	0.00	1,828.38
V 909	FUND BALANCE, UNRESERVED	0.00	48,460.13	48,460.13 CR
V 911	UNAPPROPRIATED FUND BALANCE	0.00	1,354,067.24	1,354,067.24 CR
V 980	REVENUES	0.00	38,702.75	38,702.75 CR
V Fund Totals:		1,441,230.12	1,441,230.12	0.00
Grand Totals:		1,441,230.12	1,441,230.12	0.00

NEW YORK MILLS UFSD

Revenue Status Report By Function From 7/1/2024 To 5/31/2025



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
V 2401	INTERST AND EARNINGS	0.00	0.00	0.00	38,702.75	-38,702.75
	V Totals:	0.00	0.00	0.00	38,702.75	-38,702.75
	Grand Totals:	0.00	0.00	0.00	38,702.75	-38,702.75

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

For the period

FROM: 05/01/25 TO: 5/31/25

Total available balance as reported at the end of preceding period \$382,796.39

RECEIPTS DURING MONTH

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

Date	Source	Amount
MAY 31	Interest	229.39
8	Transfer from General	59,308.58

Total Receipts \$59,537.97

Total Receipts, including balance \$442,334.36

DISBURSEMENTS MADE DURING MONTH

BY CHECK
From Check No. 45132 To Check No. 45132 745.50

BY DEBIT CHARGE Payroll 5-9 11,054.43
 Payroll 5-23 11,054.43

(Total amount of checks issued and debit charges) \$22,854.36

Cash Balance as shown by records \$419,480.00

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month 420,225.50

Less total of outstanding checks 745.50

Net balance in bank 419,480.00

Reconciling Items:

Total available balance \$419,480.00

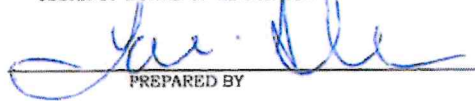
(Must agree with Cash Balance above if there is a true reconciliation)

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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 7/1/2024 - 5/31/2025



Account	Description	Debits	Credits	Balance
F015 200	CASH TITLE ID 24-25	110,977.00	0.00	110,977.00
F022 200	CASH - TITLE I PT A 21/22	356,693.31	0.00	356,693.31
F025 200	CASH TITLE I 24-25	100,477.00	101,771.69	1,294.69 CR
F035 200	CASH IDEA 611 24-25	154,765.92	129,591.40	25,174.52
F045 200	CASH TITLE II 24-25	12,599.00	0.00	12,599.00
F055 200	CASH IDEA 619 24-25	354.00	197.00	157.00
F075 200	CASH TITLE IV 24-25	9,888.15	5,556.89	4,331.26
F085 200	CASH IN CHECKING SUMMER DISAB 4408 24-25	69,960.99	159,118.39	89,157.40 CR
200 Totals:		815,715.37	396,235.37	419,480.00
F085 391	DUE FROM OTHER FUNDS SUMMER 4408	59,308.58	118,617.16	59,308.58 CR
391 Totals:		59,308.58	118,617.16	-59,308.58
F015 510	ESTIMATED REVENUE	129,885.00	0.00	129,885.00
F025 510	ESTIMATED REVENUE	112,386.00	0.00	112,386.00
F035 510	ESTIMATED REVENUE	170,087.00	0.00	170,087.00
F045 510	ESTIMATED REVENUE	16,996.00	0.00	16,996.00
F055 510	ESTIMATED REVENUE	1,770.00	0.00	1,770.00
F075 510	ESTIMATED REVENUE	10,000.00	0.00	10,000.00
F085 510	ESTIMATED REVENUE	137,340.00	0.00	137,340.00
510 Totals:		578,464.00	0.00	578,464.00
F025 522	EXPENDITURES	101,771.69	0.00	101,771.69
F035 522	EXPENDITURES	123,842.48	0.00	123,842.48
F055 522	EXPENDITURES	197.00	0.00	197.00
F075 522	EXPENDITURES	3,668.74	0.00	3,668.74
F085 522	EXPENDITURES	159,118.39	2,152.41	156,965.98
522 Totals:		388,598.30	2,152.41	386,445.89
F022 630	DUE TO OTHER FUNDS - TITLE I PT A	0.00	356,693.31	356,693.31 CR
630 Totals:		0.00	356,693.31	-356,693.31
F015 960	APPROPRIATIONS	0.00	129,885.00	129,885.00 CR
F025 960	APPROPRIATIONS	0.00	112,386.00	112,386.00 CR
F035 960	APPROPRIATIONS	0.00	170,087.00	170,087.00 CR
F045 960	APPROPRIATIONS	0.00	16,996.00	16,996.00 CR
F055 960	APPROPRIATIONS	0.00	1,770.00	1,770.00 CR
F075 960	APPROPRIATIONS	0.00	10,000.00	10,000.00 CR
F085 960	APPROPRIATIONS	0.00	137,340.00	137,340.00 CR
960 Totals:		0.00	578,464.00	-578,464.00
F015 980	REVENUES	25,977.00	136,954.00	110,977.00 CR
F025 980	REVENUES	22,477.00	122,954.00	100,477.00 CR
F035 980	REVENUES	0.00	149,017.00	149,017.00 CR
F045 980	REVENUES	3,399.00	15,998.00	12,599.00 CR
F055 980	REVENUES	0.00	354.00	354.00 CR
F075 980	REVENUES	2,000.00	10,000.00	8,000.00 CR
F085 980	REVENUES	59,308.58	67,808.58	8,500.00 CR
980 Totals:		113,161.58	503,085.58	-389,924.00
Grand Totals:		1,955,247.83	1,955,247.83	0.00

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2024 To 5/31/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>F015 2110.150</u>	INSTRUCTIONAL SALARIES TITLE ID 24-25	107,911.00	0.00	107,911.00	0.00	0.00	107,911.00
<u>F015 2110.800</u>	BENEFITS TITLE ID 24-25	21,974.00	0.00	21,974.00	0.00	0.00	21,974.00
	Fund F015Totals:	129,885.00	0.00	129,885.00	0.00	0.00	129,885.00
<u>F025 2110.150</u>	INSTRUCTIONAL SALARIES TITLE IA 24-25	111,419.00	0.00	111,419.00	100,804.69	0.00	10,614.31
<u>F025 2110.450</u>	SUPPLIES & MATERIALS TITLE IA 24-25	967.00	0.00	967.00	967.00	0.00	0.00
	Fund F025Totals:	112,386.00	0.00	112,386.00	101,771.69	0.00	10,614.31
<u>F035 2250.150</u>	INSTRUCTIONAL SALARIES 611 IDEA 24-25	149,429.00	0.00	149,429.00	109,229.48	0.00	40,199.52
<u>F035 2250.400</u>	PURCHASE SERVICES 611 IDEA	20,614.00	0.00	20,614.00	14,613.00	0.00	6,001.00
<u>F035 2250.450</u>	SUPPLIES & MATERIALS 611 IDEA	44.00	0.00	44.00	0.00	0.00	44.00
	Fund F035Totals:	170,087.00	0.00	170,087.00	123,842.48	0.00	46,244.52
<u>F045 2110.400</u>	PURCHASE SERVICES TITLE II 24-25	16,996.00	0.00	16,996.00	0.00	0.00	16,996.00
	Fund F045Totals:	16,996.00	0.00	16,996.00	0.00	0.00	16,996.00
<u>F055 2250.400</u>	PURCHASE SERVICES 619 IDEA 24-25	1,726.00	0.00	1,726.00	197.00	0.00	1,529.00
<u>F055 2250.450</u>	SUPPLIES - IDEA PART B, SEC #619 24/25	44.00	0.00	44.00	0.00	0.00	44.00
	Fund F055Totals:	1,770.00	0.00	1,770.00	197.00	0.00	1,573.00
<u>F075 2110.160</u>	NONINSTRUCT SAL TITLE IV 24-25	3,199.00	0.00	3,199.00	3,199.00	0.00	0.00
<u>F075 2110.400</u>	PURCHASE SERVICES TITLE IV 24-25	6,275.00	0.00	6,275.00	0.00	0.00	6,275.00
<u>F075 2110.450</u>	SUPPLIES & MATERIALS TITLE IV 24-25	526.00	0.00	526.00	469.74	0.00	56.26
	Fund F075Totals:	10,000.00	0.00	10,000.00	3,668.74	0.00	6,331.26
<u>F085 2253.472</u>	TUITION-OTHER SUMMER 4408 24-25	113,000.00	0.00	113,000.00	134,521.50	0.00	-21,521.50
<u>F085 5511.160</u>	TRANSP NON-INSTR SSH#4408 SALARIES	5,715.00	0.00	5,715.00	3,826.33	0.00	1,888.67
<u>F085 5511.400</u>	CONTRACTUAL SUMMER 4408	18,625.00	0.00	18,625.00	18,618.15	0.00	6.85
	Fund F085Totals:	137,340.00	0.00	137,340.00	156,965.98	0.00	-19,625.98
Grand Totals:		578,464.00	0.00	578,464.00	386,445.89	0.00	192,018.11

NEW YORK MILLS UFSD

Revenue Status Report By Function From 7/1/2024 To 5/31/2025



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
F015 4129		129,885.00	-129,885.00	0.00	0.00	0.00
F015 4289	TITLE ID 24-25 REVENUE	0.00	129,885.00	129,885.00	110,977.00	18,908.00
	F015 Totals:	129,885.00	0.00	129,885.00	110,977.00	18,908.00
F025 4126	TITLE IA 24-25 REVENUE	112,386.00	0.00	112,386.00	100,477.00	11,909.00
	F025 Totals:	112,386.00	0.00	112,386.00	100,477.00	11,909.00
F035 4256	SECTION #611 REVENUE 24-25	170,087.00	0.00	170,087.00	149,017.00	21,070.00
	F035 Totals:	170,087.00	0.00	170,087.00	149,017.00	21,070.00
F045 4289	TITLE II REVENUE 24-25	16,996.00	0.00	16,996.00	12,599.00	4,397.00
	F045 Totals:	16,996.00	0.00	16,996.00	12,599.00	4,397.00
F055 4256	SECTION #619 REVENUE 24-25	1,770.00	0.00	1,770.00	354.00	1,416.00
	F055 Totals:	1,770.00	0.00	1,770.00	354.00	1,416.00
F075 2770		10,000.00	-10,000.00	0.00	0.00	0.00
F075 4289		0.00	10,000.00	10,000.00	8,000.00	2,000.00
	F075 Totals:	10,000.00	0.00	10,000.00	8,000.00	2,000.00
F085 3289	SUMMER DISAB PGM 4408	128,840.00	0.00	128,840.00	0.00	128,840.00
F085 5031	INTERFUND TRANSFERS SUMMER 4408	8,500.00	0.00	8,500.00	8,500.00	0.00
	F085 Totals:	137,340.00	0.00	137,340.00	8,500.00	128,840.00
	Grand Totals:	578,464.00	0.00	578,464.00	389,924.00	188,540.00

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2024 - 5/31/2025



Account	Description	Debits	Credits
TE 092A	BEEKMAN SCHOLARSHIP	0.00	194.21
TE 092DGH	DONNA & GEORGE HERTHUM SCHOLARSHIP	0.00	3,397.44
TE 092H	KIWANIS CLUB SCHOLARSHIP	0.00	374.82
TE 092M	MIGA SCHOLARSHIP	0.00	4,078.94
TE 092R	HERTHUM COMMUNITY FOUNDATION	0.00	941.66
TE 092TL	TIMOTHY LAVIER SCHOLARSHIP	0.00	94.78
TE 092X	ETUDES MUSIC CLUB SCHOLARSHIP	0.00	7.26
TE 092Y	KARUZAS SCHOLARSHIP	0.00	16,783.36
TE 201	EXPENDABLE TRUST SAVINGS	25,872.47	0.00
TE Fund Totals:		25,872.47	25,872.47
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:		36,692.47	36,692.47

**NEW YORK MILLS UFSD
2024-2025 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	2,137.53	2,143.91	2,150.29	2,156.16	2,161.65	2,166.63	2,171.50	2,176.11	2,180.30	2,184.86	2,189.65	2,194.21	2,194.21	
HERTHUM FUND	R	5,788.09	5,805.32	5,822.60	5,838.49	5,853.39	5,866.92	5,880.11	5,892.61	5,903.92	5,916.28	5,929.28	5,941.66	5,941.66	
KIWANIS CLUB	H	4,086.40	4,098.56	4,110.76	4,121.98	4,132.50	4,142.05	4,151.37	4,160.19	4,168.18	4,176.90	4,186.08	4,194.82	4,194.82	
MIGA MENTORING	M	2,023.28	2,029.30	2,035.34	2,040.90	2,046.11	2,050.84	2,055.45	2,059.82	2,063.77	1,068.09	4,070.44	4,078.94	4,078.94	
D & G HERTHUM	DGH	4,283.80	4,296.55	4,309.34	4,321.10	4,332.12	4,342.13	4,351.90	4,361.15	4,369.52	4,378.66	4,388.28	3,397.44	3,397.44	
ETUDES	X	7.05	7.07	7.09	7.11	7.13	7.15	7.17	7.19	7.20	7.22	7.24	7.26	7.26	
KARUZAS	Y	21,220.35	21,283.52	21,346.88	21,405.15	21,459.76	21,509.35	21,557.72	21,603.54	21,645.01	21,690.31	21,737.97	16,783.36	16,783.36	
LAVIER	TL	92.32	92.59	92.87	93.12	93.36	93.58	93.79	93.99	94.17	94.37	94.58	94.78	94.78	
		39,638.82	39,756.82	39,875.17	39,984.01	40,086.02	40,178.65	40,269.01	40,354.60	40,432.07	39,516.69	42,603.52	36,692.47	36,692.47	

INTEREST EARNED

		JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
BEEKMAN	A	6.38	6.38	5.87	5.49	4.98	4.87	4.61	4.19	4.56	4.79	4.56	-	56.68
HERTHUM FUND	R	17.23	17.28	15.89	14.90	13.53	13.19	12.50	11.31	12.36	13.00	12.38	-	153.57
KIWANIS CLUB	H	12.16	12.20	11.22	10.52	9.55	9.32	8.82	7.99	8.72	9.18	8.74	-	108.42
MIGA MENTORING	M	6.02	6.04	5.56	5.21	4.73	4.61	4.37	3.95	4.32	2.35	8.50	-	55.66
D & G HERTHUM	DGH	12.75	12.79	11.76	11.02	10.01	9.77	9.25	8.37	9.14	9.62	9.16	-	113.64
ETUDES	X	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.01	0.02	0.02	0.02	-	0.21
KARUZAS	Y	63.17	63.36	58.27	54.61	49.59	48.37	45.82	41.47	45.30	47.66	45.39	-	563.01
LAVIER	TL	0.27	0.28	0.25	0.24	0.22	0.21	0.20	0.18	0.20	0.21	0.20	-	2.46
INTEREST		118.00	118.35	108.84	102.01	92.63	90.36	85.59	77.47	84.62	86.83	88.95	-	1,053.65
		0.00	118.00	118.35	102.01	92.63	90.36	85.59	77.47	84.62	86.83	88.95	0.00	1,053.65

INTEREST JOURNAL ENTRY

BEEKMAN	TE201	88.95
HERTHUM FUND	TE092A	4.56
KIWANIS	TE092R	12.38
MIGA	TE092H	8.74
D&G HERTHUM	TE092M	8.50
ETUDES	TE092DGH	9.16
KARUZAS	TE092X	0.02
LAVIER	TE092Y	45.39
	TE092TL	0.20
		88.95

3.4 Approval of the Previous Minutes



BOARD OF EDUCATION MEETING MINUTES

June 3, 2025

6 PM - NEW YORK MILLS UFSD LIBRARY

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

Agenda Item	Who	Information Distributed	Action	Notes
1. MEETING CALL TO ORDER				
		6:00 pm		
1.1 Pledge to the Flag			Procedural	
1.2 Reading of the New York Mills UFSD Mission Statement.			Procedural	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.
1.3 Acceptance of Agenda	K. Hubley	Yes	Action	1 st S. King 2 nd R. Mahardy Jr. / Yes 7 No 0 Abstain ____
2. PRESENTATIONS AND COMMITTEE REPORTS				
2.1 President's Message	K. Hubley		Information	
K. Hubley - I just want to thank our voters for passing our budget and for supporting us with that. With that, our business officials, administrators, and our finance committee and the entire board because we always remain focused on providing our students with everything they need while also keeping ourselves financially sound. So, I want to thank everybody for the work that we did. Mr. King, I want to thank you for your years of commitment and dedication to our school and community and all you have given to us. I know personally I have learned a lot from you and I looked forward to being on this board with you, so thank you for all you have given us. I appreciate it. Then, quickly, as the end of the school year is fast approaching and I want to thank all teachers and staff for				

their tireless dedication to your students. As a community, we should take great pride in the many accomplishments our students have had this year. We wish the Graduating Class of 2025 much success in the future and eagerly wait to welcome the incoming Class of 2038! So, just wishing all of our staff and everyone here at this table a wonderful end of school year and a safe and enjoyable summer. Thank you, I appreciate every one of you, we have had a great year.

2.2 BOCES Representative Report	G. Porcelli	Informative	
2.3 Committee Reports		Information	
<p>Policy Committee: <i>Steve King/Chair, Jacqueline Edwards, Abbie Taylor</i> S.King – You will see on here there is a policy on internet enabled devices, which is what our State has now decided. What is important to talk about instead of worrying about cell phones completely it is internet-enabled devices. So, you will see that policy for first read tonight, I recommend passing it. I wish we had a little more, I wish it had the cell phone portion, but the State and their wisdom thought it was ok to bully by text but not by internet.</p> <p>Facilities Committee: <i>Jeremy Fennell/Chair, Sara DeFazio, Jacqueline Edwards</i> K.Hubley – any update? ML – not from our last meeting</p> <p>Communications Committee: <i>Abbie Taylor/Chair, Robert Mahardy, Jr.</i> A.Taylor – Nothing tonight</p> <p>Safety Committee: <i>Robert Mahardy, Jr./Chair, Abbie Taylor</i> R.Mahardy, Jr. - We just had our District-Wide Plan Public Hearing Meeting</p> <p>Transportation Committee: <i>Sara DeFazio/Chair, Robert Mahardy, Jr.</i> S. DeFazio -Nothing tonight</p> <p>Finance Committee: <i>Jacqueline Edwards/Chair, Sara DeFazio, Jeremy Fennell</i> J. Edwards – Nothing. Hubley – we passed our budget, so thank you for all the work you have done on that.</p> <p>SBI: Steve King (SBI Alternate: Jacqueline Edwards) S.King – there is an executive meeting on Monday, which I will be attending and if the Board is interested, I already told Kristin and Rob I would be willing to continue in that role as your rep at the SBI executive committee. If the Board so choose. Either way, you will get a report at the July meeting. I probably won't be there, but will send the report.</p>			
3. CONSENT AGENDA			
3.1 Approval of 3.2 through 3.4	K. Hubley	Yes	1 st S. King 2 nd S. DeFazio / Yes 7 No 0 Abstain ____
3.2 Business Office Reports			
3.3 CSE Reports			

3.4 Approval of the Previous Minutes	5.6.2025 5.20.2025	Yes	Action	1 st S. King 2 nd S. DeFazio / Yes 7 No 0 Abstain ____
4. OLD BUSINESS				
4.1 Capital Updates			Information	
M. LaGase – the only update since the last meeting involves the bidding process. Bidding for phase 2 work is complete. Our Architects and Construction Manager will forward bid awards for Board action at the next meeting.				
5. NEW BUSINESS				
5.1 Personnel Report		Yes	Action	1 st S. King 2 nd J. Fennell / Yes 7 No 0 Abstain ____
<p>S.King – Quickly, all the appointments for the advisers and coaching appointments, do staff members automatically have first dibs on those positions? M.LaGase- well I don't know what you mean by first dibs. S.King – Contractually we have to give the teachers first options for these positions? M.LaGase- it is not an automatic. It is typical to afford a member of CBA the position if all things are equal and if the person held the position before and successfully carried out the responsibilities of that position. It doesn't mean you just get it. There are other things that are taken into account, and that is why if you recall last year we also implemented the extracurricular advisorship summary that the Executive Principal completes annually. So, while it is typical, if they are a member of the unit, they apply and if there are individuals with equal credentials in terms of experience and executing those responsibilities then yes, the unit member would be recommended for the position. But in and of itself, it is not an automatic. J.Edwards- I understand why Steve asked that because years ago, Kathy Houghton sent that to legal to ask them because we were having a problem with Mike A. and coaching through that time when he was trying oust Mike T. and Kathy was told that he had to keep the job because he was an employee, even though Mike T. had coached for over 20 years. M.LaGase- There are a variety of factors that are taken into consideration J. Edwards – well that's a good point of clarification for us because for the past 19-20 years I have been under the assumption, only because Kathy Houghton ran it past legal and that's what she told us. So, point of example, if J. Goodfriend wanted to coach the boys' varsity basketball because she was a member of the bargaining unit, J. Goodfriend could coach the boys varsity basketball, am I incorrect Steve? S.King – that's the way I understood it. J.Edwards- that is the way it was presented to us from the Ferrara Firm. M.LaGase- legal has provided advisement . K.Hubley – okay, but that was again 20 years ago. I get where you are coming from with the impression you were given. M.LaGase – My question, I guess on the personnel report, is there someone you think is being appointed that you believe should not be recommended? S.King – part be of my question was, we are going to have a change and makeup of the Board and typically we waited to make these appointments when there is a change in of the make-up of the board until the new board member has the opportunity to voice his or her opinion. M. LaGase- since I have been here we've done them at the May or June meeting. We have done them prior to July so that those people can begin their activities over the summer, whether that be summer camps or preparation for the fall advisorships. K.Hubley- Okay, but I don't see that isn't happening on this report. J.Edwards – I was just piggybacking on Steve said. K.Hubley – ok. I just don't see where this report is not falling in line with what they are talking about here. J.Edwards – no, because I'm assuming they are all employees here. M.LaGase – they are. They are all teachers here and have held the positions previously. A.Taylor – I have a question on these appointments. If a teacher does not take it, is it posted publicly? M.LaGase – Yes, depending upon the particular activity. J.Edwards – yes... S.King – call the question Kristin. K.Hubley – okay. All those in favor of the personnel report? S.DeFazio- yes.</p>				

5.2 Approval of the BOCES Contract for Rental of Facilities for the Distance Learning Classroom	Yes	Action	1 st S. King 2 nd J. Edwards / Yes 7 No 0 Abstain ____
5.3 Resolution to Approve the Cooperative Bidding between New York Mills Union Free School District and Madison – Oneida BOCES	Yes	Action	1 st S. King 2 nd J. Fennell / Yes 7 No 0 Abstain ____
5.4 Resolution to Approve the Contracted Service Agreement with Developmental Therapy Associates Occupational & Physical Therapy, PLLC	Yes	Action	1 st S. King 2 nd J. Edwards / Yes 7 No 0 Abstain ____
5.5 Policy 7208 Student Use of Internet-Enabled Devices – NEW replacing Policy 7400 (First Read)	Yes	Action	1 st S. King 2 nd J. Edwards / Yes 7 No 0 Abstain ____

A.Taylor – I want to bring up what was discussed. This is going to be a big change for some of our students and possible pro-active communication with parents and students of expectations for next year and that this is a law from New York State and it's not something that we as a Board are choosing, but that we are required to follow it. You know because it is going to be a bell to bell prohibiting use of personal internet devices. Which is going to be a big change for our students. I know it is a greater good for them. A lot of schools have reported benefit from this but there is a period of time where it is uncomfortable and unpleasant so just to be proactive with communications with our students and parents. J.Edwards – piggybacking off what Abbie said, what we did talk about informational sessions to educate not only the students what the policy says, but also getting some parents in here and explaining that this s coming form on-high, the Governor and company. This is what happens, and these are the consequences and maybe just breaking it down, so they understand it's not directed towards a particular kid or group, it is clear and consistent with everybody. Even to incorporate on the first day of school with every teacher and support staff, so that all are on board and understand what is going on. But I think there has to be education to the parents to know what to expect. The only kinds of phone that children can have is a flip phone in the building. A.Taylor – right, not having the capacity, even if the internet is turned off and locked and off that they cannot access it. Or like a watch right. J.Fennell – yeah, so how does that work? A.Taylor – so my daughter's watch has internet, but I have it disabled for no use but because it has the ability to be enabled. J.Fennell – we are they going to enforce that though, because some of them do have the ability. So, are you going to say no watches at all? M.LaGase –. The law specifies internet-enabled devices. J.Fennell – right, so if you have a watch on but there is no way for you to know the differences. DeFazio – what about BOCES? Students that attend? M.LaGase – they will have their own policy. Students will have to adhere to both. S.King – though about 95% will be the same from District to District because it's what NYS is requiring. A.Taylor – Bell to bell right, so beginning and end of school. S.King – and it doesn't say anything about on the bus. So theoretically, they drive off our campus, they have from our campus to BOCES campus the use of their phones. K.Hubley – right it doesn't say anything about bus. J.Fennell – the intent just to not have the distraction of phones in school. So, metric is it with the State? M.LaGase – schools will need to report on their websites to SED annually. J.Fennell – So if a kid is getting off the bus from BOCES and you see the internet-enabled device and putting it away, by the time they get to the building it's gone. M.LaGase – correct, that is a non-issue, as long as they come in put it in their locker J.Edwards – they just can't have it on their body. J.Fennell – Right so as long as we follow the intent, but the BOCES bus thing is kind of a grey are but as long as there isn't an issue. K.Hubley – the only thing I want to make sure of is that none of the kids that fall into the exception get.... J.Edwards – we had lengthy

discussions about alternatives for parents as to, who do you call to get your child? K.Hubley – yes, we'll go back to the 80's and 90's. S.King – It's amazing that those of us who were before cell phones are still alive. I don't know how it happened. (Laughter. K.Hubley – I just don't want kids that actually are the exception to be ridiculed by others. I'm going to say my son had it in his IEP that he was allowed to bring his phone to take pictures of the board for his internal processing. It was I his IEP to have that so he can keep track of when things were due. So, when J. Goodfriend pulls out her phone... S.King – your very busy today. J.Goodfriend- laughs. J.Edwards – Kristin, I worry that somebody that is maybe limited in some cognitive ability would be taken advantage of. "oh, hey let me borrow your phone", and this kid wants to be friends with somebody and all or the sudden that kids phone is being used for whatever. That is what is scaring me. A.Taylor – we have had many questions reviewing the policy and I know our parents, families, and students will have questions too. K.Hubley – Really, it is something we are required to do and we need to just figure it out. S.King – Yes. The granular part of this is out of our purview as a board. It is up to the administrator and staff to deal with it. We can talk about this all we want, in the end the school administration will have to figure out. J.Edwards – but informational sessions is advisable sooner, rather than later. R.Mahardy, Jr. I do agree there are alternative ways. K.Hubley – Alright, so, that was a long discussion. Are there any others? All those in favor of the first read? 7 yes – thank you.

<p>5.6 Resolution to Approve the Intermunicipal Agreement between New York Mills Union Free School District and Madison – Oneida BOCES</p>	<p>Yes</p>	<p>Action</p>	<p>1st S. King 2nd J. Fennell / Yes 7 No 0 Abstain ____</p>
<p>6. K-12 REPORTS</p>			
<p>6.1 Executive Principal K-12</p>	<p>M. Facci</p>	<p>Information</p>	
<p><i>M.Facci - As mentioned earlier, we are on the countdown. Final exams are this week. Next week, early regents exams are on Tuesday and Wednesday while school is still in session. Originally, we thought about using Beekman but there is no AC down there, so we are utilizing the gym. We are almost done with emergency drills. Thursday is our Jr., Sr. awards ceremony at 6 o'clock. Tuesday, June 10th is the Athletic Banquet, Saturday, June 14th Senior trip is going to Boston and Monday, June 16th Seniors dress in caps & gowns, followed by rehearsal and an afternoon picnic. Report card will be finished by June 20th, so the Guidance Dept. can start summer school registration. It's a busy month. K.Hubley -Thank you.</i></p>			
<p>6.2 Interim Principal K-12</p>	<p>D. DiSpirito</p>	<p>Information</p>	
<p><i>D.DiSpirito - While you know May was busy we had a band and choir concert that was standing room only. That was amazing. Mr. Pierce and Mr. Williams were astounding and then when the high school choir came in to do "This is it, this is me, it brought tears to a lot of eyes. We held our last student of the month assembly for the year. Teachers are posting to parent square by June 6th, they were smart in asking parents to respond to see how many have already signed up. Some teachers had quite a bit, others did not, but that gave a good gauge to where we are. The alert will automatically go, but the individual classrooms might take a little more work. We have kindergarten screening scheduled for today and tomorrow, 27 total students. All day 9 -3, a lot of very good results. We will have some turn-key training for lightspeed which is the watchman for the student computer screen. It's a platform where teachers can view what the kids are on and they can click off a sight a student shouldn't be on and check histories to finally see on the internet-enabled device what the student are working on. I have completed all of the teacher evaluations and let me just tell you, you have one the finest staffs I have ever met and I've seen a lot. The group work that goes on: the smiles and songs, and jokes and engagement, the use of manipulatives and lessons in math, English, science and social studies and a very cool competitive written lesson. that was awesome the kids wanted to write. We have lots of field trips coming up. 4 grade levels going to ballgame next week. 5th grade going</i></p>			

to Erie Canal for the first time in a long time, 4th grade is going to Cooperstown and 2nd grade is bringing in a magician. Then our graduations. June 20th is Kindergarten at 9, and June 24th is grade 6 at 9 a.m. and 5 perfect attendance awards for the year. Olympic Day will be the 25th.

7. SUPERINTENDENT'S REPORT

7.1 Enrollment Update

M. LaGase Yes Information

7.2 Superintendent's Update

M. LaGase Information

8. COMMUNICATIONS

8.1 From the Floor -

District Clerk Information

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

J. Goodfriend - (Teacher, NYMTA) Steve on behalf of the NYMTA we want to thank you. My first conversation personally, was 26 years ago. He came up to me and said Hi, you're doing the musical, I'm the music boosters. We can help you. I can volunteer. Let me know what you want. And really that has been your m.o. the whole time so sincerely, thank you. Also, the NYMTA will welcome Sandra Dare and look forward to collaborating. As you go into the re-organization please give a seat at the table anytime you can, collaboration and teamwork that's what we want to do. So, thank you.

8.2 Board Discussion

BOE Discussion

S.King - Alright well, I will start with business and then I will move on to what I want to say as closing remarks. I would encourage us to go back to a K-3 concert, the crowd for the K-6 was just outrageous. I've been to both of them this year and stood in the hallway for both. Something to consider for coming years. For closing remarks, I'm optimistic for the future of the District. I think we have great opportunities here. I want to remind everybody we should consider all students first, I'm wearing my safe student tie tonight as a reminder of how important it is to keep our students as the #1 decision we make here. I encourage you all to think globally and act locally. I also encourage the board to reconsider and rejoin NYSSBA, I with the board as young as we are the opportunities you have through NYSSBA between legal services and conferences are invaluable. Which rolls into what I've talk about since I don't know the beginning of time which is training. Any opportunity you have to go to a training take it. We are an educational institution and we should continue to educate ourselves as Board members. So – there have been a lot of friendship I have made here over the years and some unlikely alliances. I have learned a lot from every board member both current and past and I appreciate everything you have all shared with me over the years. It has been an honor and privilege to serve at this District to take care of our students. Thanks.

S.DeFazio – Thank you Steve, for roping me into SBI and being kind of a helpful partner and getting use to the whole school board thing. So, thank you, you will be missed. I wanted to congratulate Mrs. Kerhri on her retirement I think that is exciting. She spent almost 11 years here with us. I was also going to say something about parent square because there have been a couple of messages that have gone out and it has been wonderful and super helpful. My husband wasn't set up, but we got him it was easy to go. It was perfect. And I want to give a shout out the Mrs. Lovecchio, her students throughout the school have been signing up to volunteer her at the concession stand and at the announcer's booth at the little league field, so they have worked with 8th grand and 6th grade

students. It was really nice. I asked how they ended up here, and they said Mrs. Lovecchio had a sign-up sheet and the kids were volunteering their time. I thought that was really nice and cool giving back to their community. So, shout out the those.

J.Edwards - yeah, it's kind of bittersweet thanking Steve for all he has done. When you said unlikely alliances, Steve, anybody who knows Steve and I knows we don't always see eye to eye but we respect each other's opinions and he has challenged me on many levels to think outside the box. I would like to think I've challenged him if not frustrated a few times. Steve your commitment to every child in this district should be admired and emulated. I really appreciate you. I don't think thank you is enough for all the things you have done for the children of this District and I am proud to have gotten to know you. I am also proud to consider you a friend at this time, and I think I always have, just you have frustrated me too.

R.Mahardy, Jr. - yeah, it seems like it has been more than just a few years, working with you has been incredible, I appreciate your knowledge and commitment to everything. You put your heart into this and it shows. I appreciate you, so, thank you! As for everyone else, teachers, staff, your almost there. Almost there.

J.Fennell - I like to say the same thing, I've only been on the board a couple of years but I know when I started I didn't know a lot of things or how it was going but had a little bit of comfort because you would always speak-up and tell us if we were going astray so you definitely given me some insight to things to try and concentrate as a board member instead of just coming up to meetings. I am always reminded of the other work we have to put into it. And I'm sure we will see you a bit after July. Hopefully in a seat as a spectator. J.Edwards - hopefully he will be back next year. I'm not running. J.Fennell - well, there you go then. That's all I have to say. Thank you!

A.Taylor - to echo everybody. Yes, Thank you! I think you would will the award for going to as many trainings as possible and I know we have and could count on you to bring back that useful information to the Board, to our school, to our students. And, unapologetically asking the questions for the students, teachers and community. So, thank you for setting that example for us as a board. Also, I want to recognize Mr. Williams and Mr. Pierce for their commitment and dedication. So many times, with the parade and the performances or unique and different song choices and it was so engaging and when the students were signing Do-Re-Mi, on my gosh... That was so special to experience in the audience. Also, Mrs. Kehril, I am grateful that my children had her as a teacher. She made every day exciting to go to school never having to battle my child to go to school for 3rd grade. She will definitely be missed. One other thing I want to share is I am part of the Optimist Club and they give out awards to the NY Mills students. They give out many awards and they will be providing scholarships as well to New York Mills students but one thing they shared at the recent meeting a student received as Optimist of the Month Award and they wrote a really heartfelt thank you note to the Optimist Club. So just along with the theme of the students that we have here at NY Mills, just how proud we are of them, being respectable students and community members. Really proud of our school.

K.Hubley - So I guess, I said it in the beginning but again I just want to thank you, Steve, for always setting that bar high and making me want to reach that bar and I always think what would Steve say or think in this situation. So, way back when I started in PTSO and I was frustrated because I was doing everything. I don't know if you remember the conversation out here but I was at my wits end, I kept saying I can't do this, I can it do it all, and Steve just simply said, "then don't". And I was like, What?! What do you mean? He was like "don't do it, and if people want it bad enough they'll do it. It grounded me so thank you. I needed to hear that at the moment but surely, you will be missed, but again I know we will see a lot you in the future. Thank you for everything you have done for our District.

S.King - I hope I have as much accolades at my wake as I have had tonight. [All laughs] Thanks Everybody!

9. EXECUTIVE SESSION ** (If Needed)	BOE				Discussion/Action
9.1 Return to General Session (time)	BOE				Action

10. ADJOURNMENT				
10.1 Adjournment	6:41 pm	Action	1 st S. King 2 nd J. Edwards / Yes 7 No 0 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> <ul style="list-style-type: none"> 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. <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>				

New York Mills Union Free School District - Personnel Report School Yr. 2025-2026

Board of Education Meeting:

8/7/2025

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							
Cynthia St. James	Teacher Assistant	Teacher Assistant	CTAIII	Per NYMTA contract		8/1/2025	
John Kurgan	Bus Driver	Bus Driver	Civil Service	Per CSEA contract		6/30/2025	
II. Administrative Appointment							
Denise DiSpirito		Interim K-12 Principal	Certified	Per Contract		7/1/2025 - 6/30/2026	
III. Instructional Appointments							
Douglas Rehm	Non-Tenure	Elementary Teacher	Certified	\$49,106 / Step 5 B	Joyce Kehril	9/2/2025	Tenure 9/2/2029
V. Non-Instructional Appointment							
Mandy Mroz		District Clerk		\$5,000 stipend		7/8/2025	
VI. Retirement							
Jeanie Chambrone	Tenure	Business Teacher	C	\$106,042		7/1/2025	33 years of service
VII. Leave of Absence							
Melissa Babula	Tenure	Elementary Teacher	C	FMLA - Date Change		1/22/2024 - 1/5/2026 to 1/22/2024 - 9/2/2025	
<p>Teacher Key: Certification Listed or 'N' Uncertified</p> <p>Teacher Assistant Key: 'C' Certified Teacher, 'CTA I' Certified Teaching Assistant Level I, 'CTA II' Certified Teaching Assistant Level II, 'CTAIII' Certified Teaching Assistant Level III, </p> <p>TAP* Pre-Professional ^see attachment</p> <p>Coaches: 'CPE' Certified Physical Education Teacher 'C' Certified Teacher 'TCL' Temporary Coaching License, 'PCL' Professional Coaching License</p> <p>*Represents 80% payment for an individual who is placed in charge of two sports programs in a given season</p>							

5.1

**5.2 Approval AS-7 Contract
for the 2025-2026 School Year
between
Oneida-Herkimer-Madison BOCES
and New York Mills UFSD**

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

Initail 2025-2026 AS-7 Contract

THIS AGREEMENT made this 1st day of July, 2025 by and between the ONEIDA HERKIMER MADISON BOCES, party of the first part, and NEW YORK MILLS UFSD, party of the second part.

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

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 2025-26 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			
001.010	ADMINISTRATIVE COSER	593.0000	120.7923	PER RWADA	0.00	71,629.83	0.00	71,629.83
002.010	RENT	593.0000	28.0335	PER RWADA	0.00	16,623.87	0.00	16,623.87
002.020	CAPITAL FUND	593.0000	123.3880	PER RWADA	0.00	73,169.08	0.00	73,169.08
101.010	OCCUPATIONAL EDUCATION	0.0000	0.0000	STUDENT AVG	501,773.00	501,773.00	0.00	501,773.00
201.010	8:1:2 PROGRAM	8.0000	45,756.0000	TUITION RATE	0.00	366,048.00	0.00	366,048.00
201.015	8:1:2 + 1 PROGRAM	1.0000	44,735.0000	PER STUDENT FTE	0.00	44,735.00	0.00	44,735.00
201.715	8:1:2 PROGRAM SPEECH IMPAIRED - RS	1.5000	5,325.0000	PER HOUR	0.00	7,987.50	0.00	7,987.50
201.720	8:1:2 PROGRAM PHYS THERAPY -RS	1.5000	6,436.0000	PER HOUR	0.00	9,654.00	0.00	9,654.00
201.721	8:1:2 PROGRAM SOCIAL WORKERS	10.0000	4,478.0000	PER 1/2 HOUR	0.00	44,780.00	0.00	44,780.00
201.722	8:1:2 PROGRAM OCC THERAPY - RS	2.0000	4,922.0000	PER HOUR	0.00	9,844.00	0.00	9,844.00
204.010	12:1:1 MILD/MODERATE PROGRAM	6.0000	32,528.0000	TUITION RATE	0.00	195,168.00	0.00	195,168.00
204.708	12:1:1 MILD/MODERATE TEACH ASST	1.0000	56,750.0000	PER FTE	0.00	56,750.00	0.00	56,750.00
204.715	12:1:1 MILD/MODERATE SPEECH IMP-RS	5.7500	5,325.0000	PER HOUR	0.00	30,618.75	0.00	30,618.75
204.720	12:1:1 MILD/MOD PHYS THERAPY-RS	2.4000	6,436.0000	PER HOUR	0.00	15,446.40	0.00	15,446.40
204.721	12:1:1 MILD/MODERATE COUNSELING-RS	8.0000	4,478.0000	PER 1/2 HOUR	0.00	35,824.00	0.00	35,824.00
204.722	12:1:1 MILD/MODERATE OCC THER - RS	3.4000	4,922.0000	PER HOUR	0.00	16,734.80	0.00	16,734.80
206.020	MENTORING	11.0000	5,627.0000	PER STUDENT	0.00	61,897.00	0.00	61,897.00
209.010	12:1:4 DEV/MD PROGRAM	9.0000	45,330.0000	TUITION RATE	0.00	407,970.00	0.00	407,970.00
209.708	12:1:4 DEV/MD TEACH ASSIST	1.0000	56,750.0000	PER FTE	0.00	56,750.00	0.00	56,750.00
209.715	12:1:4 DEV/MD SPEECH - RS	7.0000	5,325.0000	PER HOUR	0.00	37,275.00	0.00	37,275.00
209.720	12:1:4 DEV/MD PHYS THERAPY-RS	3.5000	6,436.0000	PER HOUR	0.00	22,526.00	0.00	22,526.00
209.721	12:1:4 DEV/MD SOCIAL WORKER - RS	6.0000	4,478.0000	PER 1/2 HOUR	0.00	26,868.00	0.00	26,868.00
209.722	12:1:4 DEV/MD OCCUP THERAPY-RS	5.6250	4,922.0000	PER HOUR	0.00	27,686.25	0.00	27,686.25

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

Initail 2025-2026 AS-7 Contract

ONEIDA HERKIMER MADISON BOCES NEW YORK MILLS UFSD								
		Basis for Current Contract						
Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
216.010	6:1:2 PROGRAM	1.0000	87,648.0000	STUDENT FTE	0.00	87,648.00	0.00	87,648.00
216.721	6:1:2 PROGRAM COUNSELING - RS	0.0250	4,478.0000	PER 1/2 HOUR	0.00	111.95	0.00	111.95
229.259	ELEMENTARY AUTISM/MADISON BOCES	0.0000	0.0000	X-CONTRACT	42,984.00	0.00	42,984.00	42,984.00
303.010	ART	0.6000	114,700.0000	PER FTE	0.00	68,820.00	0.00	68,820.00
305.010	GUIDANCE	0.6000	148,930.0000	PER FTE	0.00	89,358.00	0.00	89,358.00
306.010	TECHNOLOGY	0.7000	140,834.0000	PER FTE	0.00	98,583.80	0.00	98,583.80
307.010	ITINERANT ENGLISH	0.2000	92,027.0000	PER FTE	0.00	18,405.40	0.00	18,405.40
310.010	NURSE PRACTITIONER	0.1000	149,061.0000	PER FTE	0.00	14,906.10	0.00	14,906.10
312.010	MEDICAL DIRECTOR	1.0000	2,324.1600	DOSH'S DIRECTOR	0.00	2,324.16	0.00	2,324.16
312.020	SCHOOL PHYSICIAN	1.0000	1,249.0000	PHYS CONSULTANT	0.00	1,249.00	0.00	1,249.00
313.010	SCHOOL PSYCHOLOGIST	0.4000	118,840.0000	PER FTE	0.00	47,536.00	0.00	47,536.00
315.010	SPEECH IMPAIRED	0.7000	124,939.0000	PER FTE	0.00	87,457.30	0.00	87,457.30
315.020	UNDER THE DIRECTION OF	4.0000	1,200.0000	PER 1-5 STUDENT	0.00	4,800.00	0.00	4,800.00
316.010	VISUALLY IMPAIRED	0.0500	168,975.0000	PER FTE	0.00	8,448.75	0.00	8,448.75
322.010	OCCUPATIONAL THERAPY	0.5000	124,211.0000	PER FTE	0.00	62,105.50	0.00	62,105.50
325.010	HOME ECONOMICS	0.6000	111,080.0000	PER FTE	0.00	66,648.00	0.00	66,648.00
326.010	ENGLISH/SECOND LANG. INTSR.	0.8000	113,972.0000	PER FTE	0.00	91,177.60	0.00	91,177.60
338.010	MUSIC TEACHER	0.8000	107,079.0000	PER FTE	0.00	85,663.20	0.00	85,663.20
346.469	AUDIOLOGY/OSWEGO BOCES	0.0000	0.0000	X-CONTRACT	5,405.74	5,187.80	217.94	5,405.74
355.010	General Supervision	0.6000	161,476.0000	FTE	0.00	96,885.60	0.00	96,885.60

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ONEIDA HERKIMER MADISON BOCES NEW YORK MILLS UFSD		Basis for Current Contract					School Year 2025-26	
Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
405.010	PERFORMING ARTS	1.0000	3,190.0000	PER DISTRICT	25,206.00	28,396.00	0.00	28,396.00
417.259	EA CROSS CONTRACT MADISON	0.0000	0.0000	X-CONTRACT	700.00	700.00	0.00	700.00
420.010	REGIONAL PGM EXCELLENCE	1.0000	2,250.0000	PER STUDENT	0.00	2,250.00	0.00	2,250.00
420.020	COLGATE SEMINAR	8.0000	200.0000	PER STUDENT	0.00	1,600.00	0.00	1,600.00
426.259	Distance Learning	0.0000	0.0000	X-CONTRACT	823.96	808.96	15.00	823.96
428.010	SUMMER SCH ACADEMIC	78.0000	560.0000	PER COURSE	0.00	43,680.00	0.00	43,680.00
428.020	SUMMER SCH DRIVER ED	3.0000	820.0000	PER STUDENT	0.00	2,460.00	0.00	2,460.00
428.030	SUMMER SCHOOL TUTORIAL	3.0000	212.0000	PER COURSE	0.00	636.00	0.00	636.00
438.010	DISTANCE LEARNING	1.0000	21,585.5600	PER DISTRICT	0.00	21,585.56	0.00	21,585.56
438.015	DL WEB BASED INSTRUCTION - BASE FEE	0.0000	0.0000		8,115.00	8,115.00	0.00	8,115.00
438.020	ADV SOC STUDIES	2.0000	7,802.5400	PER SEMESTER CL	0.00	15,605.08	0.00	15,605.08
438.040	SIGN LANGUAGE	1.0000	14,952.0000	PER CLASS	0.00	14,952.00	0.00	14,952.00
480.000	EARLY COLLEGE ACCESS - DUAL CREDIT	172.0000	42.0000	PER STUDENT	0.00	7,224.00	0.00	7,224.00
502.010	EDUCATIONAL COMMUN	593.0000	24.3400	Per RWADA	0.00	14,433.62	0.00	14,433.62
502.030	COURIER SERVICE	593.0000	3.3800	PER RWADA	1,965.00	3,969.34	0.00	3,969.34
504.010	AUDIOVISUAL REPAIR	120.0000	92.0000	PER HOUR	0.00	11,040.00	0.00	11,040.00
504.020	MICRO COMP REPAIR	120.0000	92.0000	PER HOUR	0.00	11,040.00	0.00	11,040.00
504.210	REPAIR PARTS - NON AIDABLE	0.0000	0.0000		1,000.00	1,000.00	0.00	1,000.00
505.010	PRINTING	0.0000	0.0000	USAGE	80,000.00	80,000.00	0.00	80,000.00
509.059	SCH. CURR/CAYUGA BOCES	0.0000	0.0000	X-CONTRACT	4,211.93	4,211.93	0.00	4,211.93
510.060	FINALSITE	0.0000	0.0000		4,717.20	4,717.20	0.00	4,717.20
511.019	SCH. CURR./CAPITAL REGION	0.0000	0.0000	X-CONTRACT	4,211.93	0.00	4,211.93	4,211.93

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School Year 2025-26									
Basis for Current Contract									
Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract	
514.259	MODEL SCHOOLS XC MADISON	0.0000		0.0000 X-CONTRACT	15,849.00	43,800.80	-27,951.80	15,849.00	
515.258	NETWORK SUPPORT XC MADISON	0.0000		0.0000 X-CONTRACT	29,275.35	28,079.76	1,195.59	29,275.35	
515.259	COMMON LEARNING OBJ XC MADISON	0.0000		0.0000 X-CONTRACT	181,925.04	45,408.79	136,516.25	181,925.04	
518.010	SCIENCE KITS	68.0000		225.0000 PER KIT	0.00	15,300.00	0.00	15,300.00	
521.010	SCH CURRI IMPROV	593.0000		8.5000 Per RWADA+BASE	16,350.00	21,390.50	0.00	21,390.50	
521.020	ADDITIONAL WORKSHOPS	0.0000		0.0000 VARIES PER DIST	11,000.00	11,000.00	0.00	11,000.00	
521.030	REGIONAL SCORING	955.0000		10.0000 PER TEST	0.00	9,550.00	0.00	9,550.00	
521.040	SCH CURRIC STUDY COUNCIL	1.0000		430.0000 PER DISTRICT	0.00	430.00	0.00	430.00	
521.050	REGIONAL ASSESSMENT PROJECT	1.0000		5,250.0000 Per District	0.00	5,250.00	0.00	5,250.00	
521.070	RTTT DATA ANALYSIS	1.0000		3,271.0000 Per District	0.00	3,271.00	0.00	3,271.00	
521.080	APPR RECERTIFICATION/TRNING	3.0000		2,525.0000 PER PARTICIPANT	0.00	7,575.00	0.00	7,575.00	
543.469	HRD/SFTWARE/OSWEGO BOCES	0.0000		0.0000 X-CONTRACT	1,328.75	1,328.75	0.00	1,328.75	
549.429	SEC III INTERSCHOLASTIC SPORTS/OCM	0.0000		0.0000 X-CONTRACT	5,519.00	5,510.84	8.16	5,519.00	
560.010	COMMITTEE PRESCHOOL	25.0000		726.3000 PER STUDENT	0.00	18,157.50	0.00	18,157.50	
574.010	SCH & BUS ALLIANCE	593.0000		7.2500 RWADA+\$22.500	22,500.00	26,799.25	0.00	26,799.25	
576.010	REGIONAL CATALOG SERVICE	2.0000		986.0000 PER LIBRARY	0.00	1,972.00	0.00	1,972.00	
576.020	EXPANDED INTERLIBRARY LOAN	593.0000		0.8500 FEE/RWADA	428.00	932.05	0.00	932.05	
576.030	ONLINE LIBRARY RESOURCES	0.0000		0.0000	12,696.16	18,730.82	-6,034.66	12,696.16	
576.040	COLLECTION DEVELOP.	14.0000		925.0000 PER UNIT	0.00	12,950.00	0.00	12,950.00	
576.050	VIRTUAL REFERENCE LIB.	593.0000		1.7800 PER RWADA	0.00	1,055.54	0.00	1,055.54	
576.080	LEATHERSTOCKING CONFERENCE	1.0000		95.0000 PER PARTICIPANT	0.00	95.00	0.00	95.00	
578.259	LIBRARY AUTOMATION XC MADISON	0.0000		0.0000 X-CONTRACT	7,520.00	7,320.00	200.00	7,520.00	
801.259	ADMIN COMPUTER XC MADISON	0.0000		0.0000 X-CONTRACT	518,039.32	507,151.14	10,888.18	518,039.32	
802.259	NEGOTIAT XC MADISON	0.0000		0.0000 X-CONTRACT	31,638.00	30,601.00	1,037.00	31,638.00	

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Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract	
803.010	GRAPHICS	245.0000	80.0000	PER HOUR	0.00	19,600.00	0.00	19,600.00	
803.020	PUBLIC RELATIONS	500.0000	80.0000	PER HOUR	0.00	40,000.00	0.00	40,000.00	
804.010	CBO	593.0000	92.0000	BASE + RWADA	5,000.00	59,556.00	0.00	59,556.00	
809.429	ENERGY SERVICES XC ONONDAGA	0.0000	0.0000	X-CONTRACT	2,668.00	2,354.00	314.00	2,668.00	
810.010	TELEPHONE & SERVICE CHARGES	593.0000	4.7000	PER RWADA +TELE	8,000.00	10,787.10	0.00	10,787.10	
810.030	MAINTENANCE SUPPORT	0.0000	0.0000	VARIES PER DIST	13,312.00	13,312.00	0.00	13,312.00	
810.040	MFI/JETPACKS	2.0000	795.7200	PER UNIT	0.00	1,591.44	0.00	1,591.44	
810.060	CELL PHONE	3.0000	899.8800	ANNUAL PER CELL	0.00	2,699.64	0.00	2,699.64	
818.030	HEALTH INS. COORD.	1.0000	10,000.0000	PER DISTRICT	0.00	10,000.00	0.00	10,000.00	
820.010	SAFETY COORDINATOR/ADVISORY	593.0000	6.2500	Per RWADA+13100	13,100.00	16,806.25	0.00	16,806.25	
820.020	ASBESTOS MAINT.	2.0000	875.0000	PER BLDG.	0.00	1,750.00	0.00	1,750.00	
820.040	FIRE INSPECTIONS	2.5000	875.0000	PER BLDG.	0.00	2,187.50	0.00	2,187.50	
820.041	FIRE SAFETY SVCS EXTINGUISHER	88.0000	12.3500	PER EXT + SERVI	0.00	1,086.80	0.00	1,086.80	
820.060	DASA/PBIS	1.0000	24,500.0000	PER ONE DAY/WK	0.00	24,500.00	0.00	24,500.00	
821.010	LIABILITY INSURANCE	1.0000	1,525.0000	PER DISTRICT	0.00	1,525.00	0.00	1,525.00	
823.499	STATE AID PLANNING XC QUESTAR III	0.0000	0.0000	X-CONTRACT	3,657.00	3,585.00	72.00	3,657.00	
825.010	SUB CALL.	56.0000	73.7500	TEACHER/+BASE D	530.00	4,660.00	0.00	4,660.00	
826.010	LUNCH LOGISTICS, WAREHOUSING, ACCT	435.6800	73.9884	MEAL EQUIVALENT	0.00	32,235.27	0.00	32,235.27	
826.012	CENTRAL SCHOOL FOOD MANAGEMENT	435.6800	35.1055	MEAL EQUIVALENT	0.00	15,294.76	0.00	15,294.76	
827.010	RECORDS RETENTION	16.0000	450.0000	PER DAY	0.00	7,200.00	0.00	7,200.00	
828.010	TELECOMMUNICATIONS	1.0000	7,270.0000	SVC COST + LINE	20,235.20	27,505.20	0.00	27,505.20	
833.499	GASB 45 PLNG/QUESTAR III	0.0000	0.0000	X-CONTRACT	5,477.00	5,217.00	260.00	5,477.00	
834.219	STAFF DEV. - BOARD - HERK BOCES	0.0000	0.0000	X-CONTRACT	1,279.24	1,279.24	0.00	1,279.24	

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

Initial 2025-2026 AS-7 Contract

ONEIDA HERKIMER MADISON BOCES NEW YORK MILLS UFSD		School Year 2025-26				
Program/ Serial No.	Service	Basis for Current Contract				
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract
840.229	DRUG TESTING/JEFF-LEWIS BOCES	0.0000	0.0000	X-CONTRACT	735.00	735.00
841.489	ON-LINE APPL./PUTNAM BOCES	0.0000	0.0000	X-CONTRACT	2,650.00	2,650.00
846.259	MEDICAID REIMBURSEMENT/MADISON BOCE	0.0000	0.0000	X-CONTRACT	596.20	596.20
855.499	SPECIAL ED AID ASSISTANCE SVC	0.0000	0.0000	X-CONTRACT	3,342.54	3,342.54
858.129	COOP BID/DCMO BOCES	0.0000	0.0000	X-CONTRACT	5,571.24	5,571.24
					959.96	959.96
					4,611.28	4,611.28
					65.54	65.54
					15.20	15.20
					50.00	50.00
					0.00	0.00
					735.00	735.00

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 2025-26
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Summary:

Total of Service Costs - All Funds:	4,497,297.06	(Except 001/002)
Capital Costs:	89,792.95	(CoSer 002)
Adm. & Clerical Costs:	71,629.83	(CoSer 001)
Total Contract Costs:	4,658,719.84	

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

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

ONEIDA HERKIMER MADISON BOCES	PO BOX 70, 4747 MIDDLE SETTLEMENT ROAD, NEW HARTFORD, NY, 13413-0070
Signature, President and/or Clerk, BOCES	(Party of the First Part) (Post Office Address)
NEW YORK MILLS UFSD	ADMIN OFFICE, 1 MARAUDER BOULEVARD, NY MILLS, NY, 13417
Signature, President and/or Clerk, Board of Education (As Authorized)	(Party of the Second Part) (Post Office Address)

CROSS CONTRACT REQUEST

School Year: 2025-2026

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
.0297 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 \$ \$6247.10

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

**5.4 Approval of the BOCES Contract
for
Rental of Facilities for 2025-26
Summer School – Driver Education**

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2025 by and between Board of Education of **New York Mills Union Free School District**, County of Oneida, party of the first part, and the **Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties**, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2025-2026 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	July 7 - August 22, 2025	\$435 (\$435 each)

Summer School - Driver Education

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY SEPTEMBER 1, 2025

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

New York Mills, New York 13417

President, Trustee, Board of Education (Party of the First Part)

New York Mills, New York 13417

Trustee or Clerk, Board of Education (Party of the First Part)

Box 70, New Hartford, New York 13413-0070

President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070

Clerk, Board of Cooperative Educational Services (Party of the Second Part)

Agreement 2025-2026

This agreement between the **Sole Supervisory District of Oneida, Herkimer and Madison Counties** and **New York Mills Union Free School District** is to provide for payment to said school district the amount of \$300 (three hundred dollars per classroom) for services purchased by BOCES for classes for *driver education* from July 7, 2025 – August 22, 2025.

Such payment to be made on or before September 1, 2025 to cover ancillary services being provided by the school district for the pupils in such BOCES classes.

Number of classrooms leased	1
Ancillary services rate	\$ 300
Total amount of this agreement	\$ 300

Signed: _____ Date: _____
District Superintendent

Signed: _____ Date: _____
Superintendent

**5.5 Approval of the BOCES Contract
for
Rental of Facilities for 2025-26
Summer School – Elementary**

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2025 by and between Board of Education of New York Mills Union Free School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2025-2026 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
27 classrooms	770 sq. ft.	July 14, 2025-August 7, 2025	\$5,886 (\$218 each)

ELEMENTARY SUMMER SCHOOL

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY SEPTEMBER 1, 2025

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

New York Mills, New York 13417
President, Trustee, Board of Education (Party of the First Part)

New York Mills, New York 13417
Trustee or Clerk, Board of Education (Party of the First Part)

Box 70, New Hartford, New York 13413-0070
President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070
Clerk, Board of Cooperative Educational Services (Party of the Second Part)

Agreement 2025-2026

This agreement between the **Sole Supervisory District of Oneida, Herkimer and Madison Counties** and **New York Mills Union Free School District** is to provide for payment to said school district the amount of \$300 (three hundred dollars per classroom) for services purchased by BOCES for classes for *Elementary Summer School* from July 14, 2025 – August 7, 2025.

Such payment to be made on or before September 1, 2025 to cover ancillary services being provided by the school district for the pupils in such BOCES classes.

Number of classrooms leased	27
Ancillary services rate	\$ 150
Total amount of this agreement	\$ 4,050

Signed: _____ Date: _____
District Superintendent

Signed: _____ Date: _____
Superintendent

**5.6 Approval of the BOCES Contract
for
Rental of Facilities for 2025-26
Summer School – Secondary**

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2025 by and between Board of Education of New York Mills Union Free School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2025-2026 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	July 7 - August 20, 2025	\$435 (\$435 each)

Summer School - Secondary

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY SEPTEMBER 1, 2025

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

New York Mills, New York 13417
President, Trustee, Board of Education (Party of the First Part)

New York Mills, New York 13417
Trustee or Clerk, Board of Education (Party of the First Part)

Box 70, New Hartford, New York 13413-0070
President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070
Clerk, Board of Cooperative Educational Services (Party of the Second Part)

**5.7 Resolution Authorizing Participation
in
Cooperative Energy Purchasing Service
(NYSMEC) for Electricity**

**RESOLUTION AUTHORIZING PARTICIPATION IN
COOPERATIVE ENERGY PURCHASING SERVICE (NYSMEC)
FOR ELECTRICITY**

WHEREAS, Article 5-G of the New York State General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance or exercise of services, functions, powers or activities on a cooperative or contract basis among themselves or one for the other, and

WHEREAS, Section 119-n of the General Municipal Law defines the term "municipal corporation" for the purposes of Article 5-G as a county outside the city of New York, a city, a town, a village, a board of cooperative educational services, a fire district or a school district; and

WHEREAS, _____ *(Insert name of school district, town, village, etc.)*
(hereinafter sometimes referred to as "Participant") is a "municipal corporation" as defined above; and

WHEREAS, this Board wishes for this municipal corporation to become or remain a Participant pursuant to the Municipal Cooperation Agreement For Energy Purchasing Services dated the 1st day of May 2005 (the "Agreement"), among municipal corporations collectively identified as the New York School and Municipal Energy Consortium ("NYSMEC") upon the terms of the Agreement and further wishes to authorize participation as an energy consumer as specified below.

NOW THEREFORE, BE IT RESOLVED, that this Board hereby determines that it is in the interests of the _____ *(Insert name of school district, town, village, etc.)* to participate in the NYSMEC, and authorizes and directs _____ *(insert name or title of Participant representative)* to sign the Agreement/and or the Billing Schedule and Agreement for electricity on its behalf; and

BE IT FURTHER RESOLVED, that this Board authorizes the Administrative Participant (as defined in the Agreement) to prepare, advertise, disseminate and open bids pursuant to the General Municipal Law and to award, execute and deliver binding contracts on behalf of this Board for the purchase of electricity delivered to the delivery point of the local utility distribution company for the Participant's facility or facilities, on a firm basis, for this Participant to the lowest responsible bidder as is determined by the Administrative Participant at a price for such commodity electricity not to exceed ***\$.094 per kWh*** for traditional pass-through energy price or not to exceed ***\$.107 per kWh*** for a fixed price, which includes all current pass through charges that you get billed for separately from the ESCO's for a term of at least one year and no more than three years commencing May 1, 2026, and other terms and conditions, all as may be determined by the Administrative Participant, or to reject any or all such bids; and

BE IT FURTHER RESOLVED, that this Participant agrees to advertise said bid as may be directed by the Administrative Participant; and

BE IT FURTHER RESOLVED, that this Participant authorizes receipt of bids and offers in electronic format pursuant to Section 103(1) of the General Municipal Law and other applicable law; and

BE IT FURTHER RESOLVED, that the officers and employees of this Participant are authorized to execute such other confirming agreements, certificates and other documents and take such other actions as may be necessary or appropriate to carry out the intent of this resolution.

This Resolution shall take effect immediately.

I certify that the foregoing resolution was duly adopted by the governing body of the municipal corporation named therein at a duly convened meeting thereof, held upon due notice and in accordance with all applicable laws, charters, by-laws and ordinances, including but not limited to the Open Meetings Law, as follows:

Date of Meeting: _____

Vote: Yes _____ No _____ Abstaining/Absent _____

Clerk of governing body
of municipal Participant

Date

SEAL

ELECTRICITY COOPERATIVE ENERGY PURCHASING SERVICE

BILLING SCHEDULE AND AGREEMENT (JOINDER)

Participation Period

The terms of the energy purchasing contracts entered into with one or more energy suppliers pursuant to the Municipal Cooperation Agreement For Energy Purchasing Services dated the 1st day of May, 2005 (the "Agreement"), among municipal corporations collectively identified as the New York School and Municipal Energy Consortium ("NYSMEC") have been determined by NYSMEC and/or the Administrative Participant based on the responses to the public bidding process and its good faith determination of the best interests of the Participants as a whole. The term of the agreement shall be between one and three years.

Billing Period – Electricity Consumption

Each Participant's electric bills are estimated, based upon a three-year consumption average, factoring in other variables such as, but not limited to, previous weather patterns, energy improvements at sites and construction. The Participant will be billed in six (6) installments invoiced on or about the following dates:

Installment 1	June 1	Installment 4	December 1
Installment 2	August 1	Installment 5	February 1
Installment 3	October 1	Installment 6	mid-April

Billing Period - Energy Services Coordination

For school districts, the billing period for the participation/coordination of energy services is ten (10) relatively equal monthly installments from September through June.

For all other municipalities, the billing period for the participation/coordination of energy services is one (1) initial lump sum payment due on or about January 1 or within thirty (30) days of the invoice date, whichever is later.

Reconciliation

Reconciliation is the balancing between the amount paid based on estimates and the amount due based on actual costs and consumption. The Administrative Participant performs an annual reconciliation, balancing the amount paid for the six (6) installments and the amount of actual electricity consumed based upon the Participant's actual bills.

The reconciliation balance also reflects any unpaid prior balances and losses to the NYSMEC due to unpaid or uncollectable accounts payable, termination costs and/or other costs or liabilities under the energy purchasing contracts and/or the Agreement. Except as provided otherwise in the Agreement or this Billing Schedule and Agreement all gains or losses to the NYSMEC are prorated to the Participants in proportion to the relative costs of each Participant's purchases of electricity in the year during which such services are rendered, or in accordance with any other reasonable formula.

The reconciliation for the previous year occurs in September of the next year. If the Participant has overpaid, then the Participant will receive a refund of the credit balance. If the Participant has underpaid, then the Participant will be invoiced for the balance due.

Payments for Electricity Consumption and Installment Billing

The Participant agrees to pay all installment and other invoices within thirty (30) days of the invoice date. The Participant's bill is prepared and mailed through the NYSMEC. Payments must be made payable to the "New York School and Municipal Energy Consortium" or "NYSMEC". A 0.75% per month late charge will be assessed on the outstanding balance of any unpaid invoices exceeding thirty (30) days from the original invoice date. Late payments

may affect the Participant's share of NYSMEC's year-end surplus, if any. The Administrative Participant may calculate and impose any necessary assessment on the Participants for additional payments if actual costs (e.g., due to energy consumed, administrative expenses and/or other liabilities or expenses) exceed amounts held on behalf of the Participants and will refund amounts in excess of amounts required.

Termination

If a Participant voluntarily terminates its participation in a multi-year energy purchasing contract in accordance with such contract's terms, it will be liable for and will pay to the NYSMEC or directly to the energy supplier as may be directed by the NYSMEC any termination charges or other expense determined in accordance with the energy purchasing contract.

The Agreement and NYSMEC's services to an individual Participant may be terminated with respect to such Participant at the discretion of the Administrative Participant, after consultation with the Advisory Council, for non-payment exceeding sixty (60) days from the original invoice date. If a Participant is in jeopardy of being terminated, it will be given written notice and ten (10) days to pay in full. Upon termination, the Participant will be given written notice. In such event, all outstanding balances owed by the Participant to the NYSMEC remain due and payable and the terminated Participant shall be directly liable to the energy supplier for all payment due for energy provided to it pursuant to the energy purchasing contract. In the event of termination, the Administrative Participant may in its discretion refuse future requests for participation from the Participant.

By signing below, the Participant agrees to all of the terms and conditions of the Agreement and of this Electricity Billing Schedule and Agreement for the service period terminating as described above. Furthermore, it authorizes the Administrative Participant to act on its behalf to execute and deliver contracts for the purchase and delivery of electricity as is more fully set forth in the Resolution adopted by its governing body, a certified copy of which is attached.

Signature of Authorized Representative

Date

Representative's Name: _____

Name of the School District or Municipality

Address of School District or Municipality

**5.8 Resolution Authorizing Participation
in
Cooperative Energy Purchasing Service
(NYSMEC) for Natural Gas**

**RESOLUTION AUTHORIZING PARTICIPATION IN
COOPERATIVE ENERGY PURCHASING SERVICE (NYSMEC)
FOR NATURAL GAS**

WHEREAS, Article 5-G of the New York State General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance or exercise of services, functions, powers or activities on a cooperative or contract basis among themselves or one for the other, and

WHEREAS, Section 119-n of the General Municipal Law defines the term "municipal corporation" for the purposes of Article 5-G as a county outside the city of New York, a city, a town, a village, a board of cooperative educational services, a fire district or a school district; and

WHEREAS, _____ *(Insert name of school district, town, village, etc.)*
(hereinafter sometimes referred to as "Participant") is a "municipal corporation" as defined above; and

WHEREAS, this Board wishes for this municipal corporation to become or remain a Participant pursuant to the Municipal Cooperation Agreement For Energy Purchasing Services dated the 1st day of May, 2005 (the "Agreement"), among municipal corporations collectively identified as the New York School and Municipal Energy Consortium ("NYSMEC") upon the terms of the Agreement and further wishes to authorize participation as an energy consumer as specified below.

NOW THEREFORE, BE IT RESOLVED, that this Board hereby determines that it is in the interests of the _____ *(Insert name of school district, town, village, etc.)* to participate in the NYSMEC, and authorizes and directs _____ *(insert name or title of Participant representative)* to sign the Agreement/and or the Billing Schedule and Agreement for natural gas on its behalf; and

BE IT FURTHER RESOLVED, that this Board authorizes the Administrative Participant (as defined in the Agreement) to prepare, advertise, disseminate and open bids pursuant to the General Municipal Law and to award, execute and deliver binding contracts on behalf of this Board for the purchase of natural gas delivered to the city gate of the local utility distribution company for the Participant's facility or facilities, on a firm basis, for this Participant to the lowest responsible bidder as is determined by the Administrative Participant at a price for such traditional commodity of natural gas to the city gate not to exceed ***\$,6450 per therm*** or for all in price not to exceed ***\$,7100 per therm*** to the burner tip, which would include line losses that are currently billed separately for a term of at least one year and no more than three years commencing May 1, 2026, and other terms and conditions, all as may be determined by the Administrative Participant, or to reject any or all such bids; and

BE IT FURTHER RESOLVED, that this Participant agrees to advertise said bid as may be directed by the Administrative Participant; and

BE IT FURTHER RESOLVED, that this Participant authorizes receipt of bids and offers in electronic format pursuant to Section 103(1) of the General Municipal Law and other applicable law; and

BE IT FURTHER RESOLVED, that the officers and employees of this Participant are authorized to execute such other confirming agreements, certificates and other documents and take such other actions as may be necessary or appropriate to carry out the intent of this resolution.

This Resolution shall take effect immediately.

I certify that the foregoing resolution was duly adopted by the governing body of the municipal corporation named therein at a duly convened meeting thereof, held upon due notice and in accordance with all applicable laws, charters, by-laws and ordinances, including but not limited to the Open Meetings Law, as follows:

Date of Meeting: _____

Vote: Yes _____ No _____ Abstaining/Absent _____

Clerk of governing body
of municipal Participant

Date

SEAL

NATURAL GAS COOPERATIVE ENERGY PURCHASING SERVICE

BILLING SCHEDULE AND AGREEMENT (JOINDER)

Participation Period

The term of the energy purchasing contracts entered into with one or more energy suppliers pursuant to the Municipal Cooperation Agreement For Energy Purchasing Services dated the 1st day of May, 2005 (the "Agreement"), among municipal corporations collectively identified as the New York School and Municipal Energy Consortium ("NYSMEC") have been determined by NYSMEC and/or the Administrative Participant based on the responses to the public bidding process and its good faith determination of the best interests of the Participants as a whole. The term of the agreement shall be between one and three years.

Billing Period - Natural Gas Consumption

Each Participant's natural gas bills are estimated, based upon a three-year consumption average, factoring in other variables such as, but not limited to, previous weather patterns, energy improvements at sites and construction. The Participant will be billed in six (6) installments invoiced on or about the following dates:

Installment 1	June 1	Installment 4	December 1
Installment 2	August 1	Installment 5	February 1
Installment 3	October 1	Installment 6	mid-April

Billing Period - Energy Services Coordination

For school districts, the billing period for the participation/coordination of energy services is ten (10) relatively equal monthly installments from September through June.

For all other municipalities, the billing period for the participation/coordination of energy services is one (1) initial lump sum payment due on or about January 1 or within thirty (30) days of the invoice date, whichever is later.

Reconciliation

Reconciliation is the balancing between the amount paid based on estimates and the amount due based on actual costs and consumption. The Administrative Participant performs an annual reconciliation, balancing the amount paid for the six (6) installments and the amount of actual natural gas consumed based upon the Participant's actual bills.

The reconciliation balance also reflects any unpaid prior balances and losses to the NYSMEC due to unpaid or uncollectable accounts payable, termination costs and/or other costs or liabilities under the energy purchasing contracts and/or the Agreement. Except as provided otherwise in the Agreement or this Billing Schedule and Agreement all gains or losses to the NYSMEC are prorated to the Participants in proportion to the relative costs of each Participant's purchases of natural gas in the year during which such services are rendered, or in accordance with any other reasonable formula.

The reconciliation for the previous year occurs in September of the next year. If the Participant has overpaid, then the Participant will receive a refund of the credit balance. If the Participant has underpaid, then the Participant will be invoiced for the balance due.

Payments for Natural Gas Consumption and Installment Billing

The Participant agrees to pay all installment and other invoices within thirty (30) days of the invoice date. The Participant's bill is prepared and mailed through the NYSMEC. Payments must be made payable to the "New York School and Municipal Energy Consortium" or "NYSMEC". A 0.75% per month late charge will be assessed on the outstanding balance of any unpaid invoices exceeding thirty (30) days from the original invoice date. Late payments may affect the Participant's share of NYSMEC's year-end surplus, if any. The Administrative Participant may calculate and impose any necessary assessment on the Participants for additional payments if actual costs (e.g., due to energy consumed, administrative expenses and/or other liabilities or expenses) exceed amounts held on behalf of the Participants and will refund amounts in excess of amounts required.

Termination

If a Participant voluntarily terminates its participation in a multi-year energy purchasing contract in accordance with such contract's terms, it will be liable for and will pay to the NYSMEC or directly to the energy supplier as may be directed by the NYSMEC any termination charges or other expense determined in accordance with the energy purchasing contract.

The Agreement and NYSMEC's services to an individual Participant may be terminated with respect to such Participant at the discretion of the Administrative Participant, after consultation with the Advisory Council, for non-payment exceeding sixty (60) days from the original invoice date. If a Participant is in jeopardy of being terminated, it will be given written notice and ten (10) days to pay in full. Upon termination, the Participant will be given written notice. In such event, all outstanding balances owed by the Participant to the NYSMEC remain due and payable and the terminated Participant shall be directly liable to the energy supplier for all payment due for energy provided to it pursuant to the energy purchasing contract. In the event of termination, the Administrative Participant may in its discretion refuse future requests for participation from the Participant.

By signing below, the Participant agrees to all of the terms and conditions of the Agreement and of this Natural Gas Billing Schedule and Agreement for the service period terminating as described above. Furthermore, it authorizes the Administrative Participant to act on its behalf execute and deliver contracts for the purchase and delivery of natural gas as is more fully set forth in the Resolution adopted by its governing body, a certified copy of which is attached.

Signature of Authorized Representative

Date

Representative's Name: _____

Name of the School District or Municipality

Address of School District or Municipality



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 2025-2026 school year.

Yes ____ No ____

DATED: July 8, 2025
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 2025-26

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 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 \$7,000. If the issue is under \$1,000,000 the charge will be \$3,500. 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 \$12,800. If the issue is under \$1,000,000 the charge will be \$6,400. 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 \$25,500 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 \$32,000 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 \$30,000 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 \$167 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) _____



NEW YORK MILLS UNION FREE SCHOOL DISTRICT

2025 – 2026
Non-Resident / Non -Tuition Students

Name	Grade	Parent	School District
Galime, Michael	6	Jody Galime	Utica
Lovecchio, Carter	9	Teresa Loveccio	Whitesboro
Lovecchio, Melody	7		
Steffen, Luke	9	Jenn Steffen	New Hartford
Valente, Makiah	7	Nick Valente	Utica
Valente, Elaina	6		
Valente, Avery	3		
Verenich, Benjamin	9	Yelena Verenich	Utica

NEW YORK MILLS UFSD

DISTRICT-WIDE SCHOOL SAFETY PLAN

Adopted

INTRODUCTION

School districts are *required* to develop a District-Wide School Safety Plan (DWSSP) to address emergencies and violent incidents. These plans are meant to be implemented quickly and effectively. The DWSSP aims to: prevent or minimize the impact of serious violent incidents and emergencies and facilitate coordination between the district and local/county resources during such events, and serve as a framework for the more detailed Building-Level Emergency Response Plan (BLERP) that is required at each individual school building.

School districts face a wide range of potential threats, including acts of violence, natural disasters, and technological disasters. New York State's Safe Schools Against Violence in Education (SAVE) law mandates comprehensive planning to address these threats. This includes planning for:

- **Risk reduction/prevention:** Strategies aimed at reducing the likelihood of violent incidents and emergencies.
- **Response:** Clearly defined actions to be taken during various emergency situations.
- **Recovery:** Procedures for supporting students, staff, and the community in the aftermath of an incident.

School districts/BOCES are expected to regularly review and update their DWSSPs to ensure they remain relevant, effective, and in compliance with ever changing state regulations.

★ All tables require district specific information.

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DISTRICT-WIDE SCHOOL SAFETY TEAM

Purpose:

The District-Wide School Safety Plan was developed in accordance with Commissioner's Regulation 155.17. The District Superintendent, acting under the direction of the School District/BOCES Board of Education, appointed a District-Wide School Safety Team to create and maintain this plan.

Identification of the District-Wide School Safety Team:

The District-Wide Safety Team includes representatives from various stakeholder groups, as required. These groups include (but are not limited to):

- School board
- Teacher organizations
- Transportation personnel (including bus drivers and monitors)
- Administrator organizations
- School safety personnel
- Parent organizations
- Law enforcement
- Student (at the discretion of the Board of Education and may not be provided any confidential plan information)
- Other school personnel, as needed

The District-Wide School Safety Team was approved by the Board on: July 9, 2024	
Member Name	Title
Michele D. LaGase	Superintendent/Chief Emergency Officer
Kristin Hubley Robert Mahardy, Jr. Abbie Taylor	School Board Members
Mary Facci	Administrator
Denise DiSpirito	Administrator
Jeanne Marley	Teacher/NYMTA
Cynthia Reed	Director of Transportation
Derek Coffin Jessica Coffin Deborah Fennell Michael Fiore	Community Partners/Parents
Ernie Talarico	Village of NY Mills Mayor
Michael Mahoney	Village of Yorkville Mayor
Chief Robert Frankland	NYM Police Department
Chief Rick Ulinski	NYM Fire Department
Frank Allen	Yorkville Police Department
Joe Morosco	Yorkville Fire Department
Sheriff Rob Maciol	Oneida County Sheriff's Office
Mark Burnop	Senior Custodian
Heather Bombace	OHM BOCES Safety Coordinator

IDENTIFICATION OF THE CHIEF EMERGENCY OFFICER (CEO)

The Chief Emergency Officer (CEO) related to school safety and emergency preparedness duties include, but are not limited to:

1. **Communication Coordination:** The CEO coordinates communication between school staff, law enforcement, and other first responders during emergencies.
2. **District-Wide School Safety Plan Leadership:** The CEO leads the District-Wide School Safety Team in:
 - Completing and updating the District-Wide School Safety Plan annually by **September 1st**.
 - Coordinating the District-Wide School Safety Plan and Building-Level Emergency Response Plan(s) for each school building.
 - Ensures that all staff members understand the District-Wide School Safety Plan.
3. **Building-Level Plan Oversight:** The CEO ensures that each school building completes and annually updates its Building-Level Emergency Response Plan.
4. **Security Technology:** The CEO assists in selecting security-related technology and developing procedures for its use.
5. **Safety Training Coordination:** The CEO coordinates appropriate safety, security, and emergency training for all district and school staff, including the mandatory annual training on emergency response procedures by **September 15th**.
6. **Drill Coordination:** The CEO ensures that required evacuation and lockdown drills are conducted in all district buildings as mandated by Education Law Section 807.

Chief Emergency Officer (CEO)	
The School District/BOCES has appointed	Michele D. LaGase
Title	Superintendent
Contact Information	mlagase@newyorkmills.org 315-768-8127
The Board appointed Date	7/9/24

CONCEPT OF OPERATIONS

This section describes the "Concept of Operations" for the District-Wide School Safety Plan, explaining how it interacts with the Building-Level Emergency Response Plan(s) and how emergency response is initiated. In short, this section explains that the District-Wide School Safety Plan provides the overall structure and guidelines, while Building-Level Emergency Response Plan(s) address specific needs.

- **Guiding Principles:** The general protocols outlined in the District-Wide School Safety Plan serve as the foundation for developing and implementing individual Building-Level Emergency Response Plans. The District-Wide School Safety Plan sets the standard operating procedures.
- **Stakeholder Involvement:** Key internal (school staff, etc.) and external (community members, emergency services, etc.) stakeholders were involved in creating and revising the District-Wide School Safety Plan. This ensures that local knowledge and emergency management expertise are incorporated. The district recognizes its role as part of the larger community and the importance of community stakeholder involvement in school safety.

PLAN REVIEW AND PUBLIC COMMENT

This section outlines the process for reviewing, getting public comment on, and adopting the District-Wide School Safety Plan, as well as the handling of Building-Level Emergency Response Plan(s).

District-Wide School Safety Plan Review and Adoption:

1. **Periodic/Annual Review:** The District-Wide School Safety Team will maintain the plan throughout the year as well as complete the required annual review of the plan on or before July 1st of each year.
2. **Public Comment Period:** The plan will be available for public comment for at least 30 days before adoption, as required by Commissioner's Regulation 155.17 (e)(3).
3. **Public Hearing:** At least one public hearing must be held to allow for participation from school personnel, parents, students, and other interested parties.
4. **Board of Education Adoption:** The plan must be formally adopted by the Board of Education by September 1st, annually.
5. **Website Posting:** The District-Wide School Safety Plan will be posted to the district website. The URL is verified by September 1st, annually.
6. **Submission to NYSED:** The URL must be submitted to the NYS Education Department within 30 days of adoption, but no later than October 1st of each year on the NYS Education Department Application Business Portal.

Timeline for Adoption of the District-Wide School Safety Plan

TASK	DATE
District-Wide Safety Team Annual Review	4/15/25
Public Comment Period	5/1/25 – 6/1/25
Public Hearing	6/3/25
Board of Education approves the plan (9/1)	7/8/25
Plan posted to the website (30-days of adoption)	7/9/25
URL of DWSSP verified (10/1)	7/9/25

Building-Level Emergency Response Plans:

1. **Confidentiality:** Building-Level Emergency Response Plans are confidential and are *not* subject to disclosure under Article 6 of the Public Officers Law (Freedom of Information Law) or any other provisions of the law, as per Education Law Section 2801-a.
2. **Distribution to Law Enforcement:** Building-Level Emergency Response Plans will be provided to the New York State Police, County Sheriff's Office, and Local Police Agency(ies) within 30 days of adoption and no later than October 1st of each year. After plans are entered into the NYS Education Department Application Business Portal, NYS Police and local jurisdictions are able to access them via the portal.

RISK REDUCTION/PREVENTION - SCHOOL CLIMATE

This section focuses on the district's strategies for preventing and reducing the risk of negative events, emphasizing the importance of a positive school climate and effective communication.

The district acknowledges that while prevention is the ideal goal, not all negative events can be prevented. Therefore, they focus on both *prevention* (proactive measures) and *risk reduction/intervention* (minimizing the impact of events that do occur). Improving school culture, climate, and communication are seen as key to both.

Program Initiatives:

The district highlights the importance of programs and activities that foster a positive school climate, enhance communication, and encourage reporting of potentially dangerous, suspicious, or violent behavior. These initiatives aim to improve safety, security, and quality of life for the entire school community and create a positive and safe learning environment.

The following are examples of current initiatives:

- **School Resource Officer Program/presentations:** Having School Resource Officers (police officers) in schools or providing presentations is a common prevention and intervention strategy.
- **County Probation Officer on-site:** Having a probation officer present in the school can provide support and intervention for at-risk students.
- **Other programs, projects, and activities:**
 - Community involvement in schools
 - Mentoring programs
 - Adjusting schedules to minimize potential conflicts or altercations
 - School Resource Officers/Special Patrol Officers
 - Positivity Project, Restorative Practices, Character Education, SEL, PBIS, Peer Mediation, Youth Courts, Connected Community Schools, etc.

INCLUDE DISTRICT PROGRAMS HERE
School Resource Officer Program/Presentations Positivity Project Restorative Practices Conflict Resolution Training Character Education Positive Behavior Intervention and Support (PBIS)

RISK REDUCTION/PREVENTION - SCHOOL SAFETY & BUILDING SECURITY

This section details the implementation of school safety and building security measures, including routine precautions, access control, visitor policies, hazard identification, and construction safety.

- **Routine Precautions:** All staff are required to immediately report any information or observations that could impact school safety to their principal or supervisor. The policy emphasizes erring on the side of caution and reporting even seemingly minor details.
- **Limited Access:** Each building implements a limited access policy, tailoring it to their specific needs. This generally involves keeping only essential exterior doors unlocked during the school day and monitoring those doors. All other entrances are secured shortly after the start of the school day. Electronic visitor access control systems are used at primary entrances. Keyless/electronic access systems are used for authorized personnel.
- **Staff Photo Identification Badges:** All employees must wear photo ID badges at all times while on district property.
- **Visitor Policy:** All visitors must report to the main office, sign in, wear a visible name badge, and sign out. Staff are instructed to approach any unannounced visitor without proper identification.
- **Student Sign-Out Procedures:** The district verifies that only authorized individuals sign out students. Staff may require a photo ID and contact a parent/guardian for confirmation.
- **Video Surveillance:** A digital video surveillance system monitors high-use areas and areas of concern.
- **School Safety Assessment:** Regular school safety assessments are conducted to identify potential safety problems.
- **Fire Alarm:** A fire detection alarm system linked to a central monitoring station is in service. Regular testing is conducted.
- **Random Drug Sniffing Canine Search:** The district may occasionally conduct canine searches.
- **Vital Educational Agency Information:** The district maintains information on school population, staff numbers, transportation needs, and key official contact information.
- **School Resource Officer/Special Patrol Officer:** The district contracts with local law enforcement agencies for a School Resource Officer (SRO) and/or Special Patrol Officer (SPO) who acts as a liaison between students and staff and handles anonymous reports.
 - Duties, Hiring and Screening Process for Safety/Security Personnel:
 - The district can rely on established past practices. Civil service procedures, in consultation with the district, may define the duties.
 - The district itself can determine the duties, provided they adhere to all relevant federal, state, county, and municipal guidelines.

- The district is committed to equal opportunity employment, adhering to:
 - The Civil Rights Act of 1964, Public Law 90-202, and/or Section 504 of the Rehabilitation Act of 1973 .
- Hiring processes must comply with all applicable federal, state, county, and municipal laws and guidelines. Qualifications are set by civil service (if applicable) or by the Board of Education. Since July 1, 2001, all newly hired school personnel must submit two sets of fingerprints for background checks, as required by the Schools Against Violence in Education Legislation of 2000.
- This excerpt does not provide explicit details concerning the required training of hall monitors and other school safety personnel. It does state that the duties will be provided by past practice, civil service, or the district, and that the district must follow all Federal, State, County and Municipal guidance, so it can be assumed that any training required by that guidance must be followed.

Early Detection of Potentially Violent Behaviors:

The district recognizes the importance of early intervention. Staff professional development includes training on school violence prevention and mental health. Communication strategies are used to deter violence, involving various stakeholders (law enforcement, health professionals, etc.) when appropriate and legally permissible. Information on early detection of potentially violent behaviors is distributed to the school community. Students, parents, and staff are encouraged to report any concerning behaviors. Strategies for improved communication include:

- Clear expectations for students (Code of Conduct).
- Attentive listening to students.
- Encouraging communication among all stakeholders.
- Multi-agency teams.
- Staff training on effective listening and questioning.
- Programs promoting character development.

Hazard Identification:

Potential emergency sites include the main building (s), playground, adjacent properties, buses, off-site trips, and nearby commercial areas. Building-Level Emergency Planning Teams identify unique hazards at their locations. The district has multi-hazard response plans (based on Incident Command System and NIMS) for:

- **Civil Disturbance:** Bomb threat, intruder, hostage, kidnapping, assault/threat, threat of suicide.
- **Environmental Emergency:** Flood, hazmat, snow/ice, tornado, storm, fire, explosion, gas leak.
- **Building Failure:** System failure, structural failure.
- **Medical Emergency:** Injury/illness, accident, mass illness/epidemic, pandemic.

Identified onsite hazards can include: chemical storage, welding areas, indoor vehicle areas, compressed gas storage, paint booths, congregation areas, conference areas, and boiler/mechanical rooms.

Identified off site hazards can include: major highways (chemical transport), the airport (flight path), railroad, industrial sites, and creeks.

D. Construction and Capital Project Safety:

The district ensures student and staff safety during construction, which may include background checks on workers, maintaining emergency egress routes, and notifying building occupants of changes. The District Safety Committee (or a subcommittee) may monitor construction safety. The committee may include the Superintendent, Director of Facilities, Safety Services members, administrators, architect, construction manager, and contractors, and will meet as needed to address safety concerns.

EMERGENCY RESPONSE - PLANNING, DRILLS/TRAINING COMMUNICATION, AND PROCEDURES

This section covers the planning including: drills and training, notification and activation procedures, situational responses to various emergencies, including acts of violence and terrorist threats, and available protective action options.

Planning:

- **Multi-Hazard Response:** This involves developing comprehensive plans to address a variety of potential emergencies, including natural disasters, technological incidents, and human-caused threats. It emphasizes a unified approach, ensuring that staff and students are prepared to react effectively regardless of the specific hazard. This strategy aims to create a safer and more resilient school environment by prioritizing proactive planning, training, and consistent practice. A typical response protocol includes:
 - Assess the situation (Incident Commander/Designee)
 - Implement response action
 - Notify parents/guardians
 - Recovery
 - Evaluation
- **Building-Level Emergency Response Plan Planning Protocols:** Building-Level Emergency Response Plans include protocols for bomb threats, hostage takings, intrusions, and kidnappings, including:
 - Identification of decision-makers
 - Plans to safeguard students and staff
 - Transportation procedures
 - Parent notification procedures
 - Media notification procedures
 - Debriefing procedures

Training (Emergency Response Procedures):

This section details the required drills and training procedures for emergencies, emphasizing a trauma-informed approach and compliance with Education Law §807.

- **All Staff Training (including subs):** will receive training by September 15th annually, (new employees will be trained within 30 days of hire) training on emergency response procedures (with review of the Emergency Response Card), different types of hazards, appropriate response actions, violence prevention, mental health awareness, and the Incident Command System including roles and responsibilities.
- **Student Training:** will take place in an age- and developmentally appropriate manner prior to the first drill.

Emergency Response Procedures:

- **Shelter-in-Place:** Used to shelter students and staff inside the building.
- **Hold-in-Place:** Used to limit movement of students and staff while dealing with short-term emergencies.
- **Evacuate:** Used to evacuate students and staff from the building.
- **Secure Lockout:** Used to secure school buildings and grounds during incidents that pose an imminent concern outside of the school.
- **Lockdown:** Used to secure school buildings and grounds during incidents that pose an immediate threat of violence in or around the school.

Drill Requirements and Trauma-Informed Approach:

- **Mandated Drills to Practice Emergency Response Procedures:** Each school must conduct 4 lockdown drills and 8 evacuation drills (12 total) annually, as required by Education Law §807. With 6 evacuation drills and 2 lockdown drills occurring before December 31st, annually and after students and staff receive training in emergency response procedures has been provided. Remaining drills need to be completed by June 30th, annually.
- **Prohibited Tactics:** Drills and training during the school day with students present *cannot* include props, actors, simulations, or tactics mimicking school shootings, violence, or other emergencies.
- **Trauma-Informed Drills:** All drills and exercises must be trauma-informed, meaning they avoid tactics that could trigger past trauma, such as using props, actors, simulations, or mimicking school shootings or other violent events. The focus is on understanding trauma and its impact on students and adults.
- **Developmentally Appropriate Content:** Drills must be developmentally and age-appropriate.
- **Tabletop Exercises:** Tabletop exercises (discussions of roles and responses to sample emergencies) can be used for staff training in coordination with local and county emergency officials, especially when live drills are impractical.

Notification of Drills to Parents/Guardians:

Parental notification is required for all drills, including evacuation drills. Notice to parents and those in parental relation regarding drills must be made within one week before each drill, meaning at least 1 day before and no more than 7 days before the drill.

Plan for informing Parents/Persons in Parental Relation of Drills
At the beginning of each school year, and once near the beginning of each of the remaining three quarters, parents will be provided with a list of drills that may be conducted throughout the school year and what each drill may entail.

Parental notification is not required for bus drills.

Announcing Drills:

Students and staff will be informed of drills at the time a drill occurs except for evacuation drills. They are not required to be announced as per the NYS Fire Code.

Post-Drill Debriefings:

Each drill/exercise will be followed by a debriefing session for staff involved in identifying areas for improvement in emergency response actions and protocols.

Additional Drills:

- Drills will be held during summer school, with one drill occurring during the first week.
- Go-Home Early dismissal drills will not occur more than 15 minutes before the normal dismissal time. Parents/guardians will be notified in writing at least one week prior to the drill. Transportation and communication procedures will be included in the drill.
- Bus Evacuation Drills

Full-Scale Exercises:

Full-scale exercises (involving props, actors, or simulations) conducted with local/county emergency responders *cannot* be held during regular school days or when school activities are occurring. Students cannot participate in these exercises without written parental/guardian consent.

Communication:

- **Law Enforcement Contact:** Quick contact with law enforcement is crucial. Relationships are established through Building-Level Emergency Response Teams (BLERTs), and contact information is documented in the Building-Level Emergency Response Plan. Incident Commanders are authorized to initiate law enforcement contact.
- **Notification Methods:** Notification methods include County Emergency Services, telephone, email, portable radio, NOAA weather radio, website, intercom/PA, local media, and others as needed.
- **Internal Communication:** The district will notify all principals/designees in the event of an emergency.
- **Parent/Guardian Notification:** The district may use County Emergency E911 Centers, other messaging systems, local media, or the website to contact parents/guardians in case of a violent incident or early dismissal.

Plan to Inform Parents/Persons in Parental Relation of Emergencies or Early Dismissal
ParentSquare and Local Media Outlets

Response Protocols:

- **Initial Response:** The Building Incident Commander onsite during an emergency will be responsible to initiate response and contact the Chief Emergency Officer (CEO). The CEO will provide leadership, organize activities and disseminate information (a designated alternate will act in their absence) with the assistance of the Building-Level Emergency Response Team(s).
- **Local Government Assistance:** Contacting Oneida County 911 activates the system for coordinating assistance from county and local agencies (as per Article 2-B of the Executive Law).
- **Responses to Acts of Violence (Implied/Direct Threats, Including Suicide Threats):** Building-Level Emergency Response Plan(s) detail procedures for responding to threats. Potential actions include:
 - Follow procedures outlined in the Code of Conduct
 - Use staff trained in de-escalation strategies to diffuse the situation.
 - Notifying the Building Principal
 - Threat level assessment with the Superintendent/Designee
 - Contact law enforcement (if necessary, following MOU)
 - Monitoring and adjusting responses
 - Use of the Building-Level Emergency Response Team
- **Responses to Acts of Violence:** Building-Level Emergency Response Plans detail procedures for responding to violent acts, may include but not limited to:
 - Isolating the area and evacuation (if appropriate)
 - Notification of Principal/Superintendent
 - Initiating emergency response procedures
 - Contacting emergency responders
 - Monitoring and adjusting responses
 - Early dismissal, sheltering, or evacuation procedures
 - Keeping parents/guardians informed
- **Responses to Violence (Reporting, Investigation, Follow-Up, Evaluation, Disciplinary Measures):** Building-Level Emergency Response Plans detail procedures for responding to threats, may include but are not limited to:
 - **Reporting:** All violent incidents (including verbal abuse and threats) must be immediately reported and documented. Confidentiality is maintained, and there is no reprisal for reporting.
 - **Investigation:** Review incidents to prevent recurrence (not to find fault), focusing on facts, recording information, identifying causes, recommending actions, encouraging follow-up, and considering changes to controls, policies, and procedures.
 - **Follow-Up:** The district provides medical and psychological support to affected individuals, ensuring confidentiality and protection from discrimination.
 - **Evaluation:** There will be a periodic review of school building security analysis, focusing on potential violent incidents (bomb threats, hostage-taking, etc.) with input from law enforcement.

- **Disciplinary Measures:** The Code of Conduct guides disciplinary actions.
 - **Code of Conduct:** The district has a detailed Code of Conduct, communicated to all stakeholders, which is a major part of violence prevention.
 - **Emergency Assistance from Local Government:** Contact 911 immediately. Additional support is available from the Sheriff, local police, fire departments, threat assessment teams, and County Emergency Services.
 - **Resources Available:** District facilities, vehicles, and equipment are available. The district can also contact the local highway department for heavy equipment.
 - **Resource Coordination:** The Incident Command System is used to coordinate resources and manpower.
- **Protective Action Options:** Building-Level Emergency Response Plans include procedures for:
 - School cancellation (Superintendent/Designee)
 - Early dismissal (Superintendent/Designee, parent notification)
 - Emergency evacuation (Principal/Designee, accounting for students/staff, potential off-site relocation)
 - Shelter-in-place (Principal/Designee, provisions for basic needs if extended)
 - Hold-in-place (Principal/Designee)
 - Secure Lockout (Principal/Designee)
 - Lockdown (Principal/Designee)
 - **Terrorist Threats & Activities:** The Principal will follow NYS Homeland Security recommendations based on the declared alert level.

The district encourages reporting suspicious activity to law enforcement, following the "If You See Something, Say Something™" campaign.

RECOVERY

This section describes the recovery procedures following an emergency or violent incident, including district support, mental health services, and recordkeeping.

District Support for Buildings:

- **Crisis Plan Activation:** After an incident, the Crisis Plan will be activated by the appropriate level Emergency Response Team.
- **Resource Deployment:** Necessary resources will be deployed to support the Emergency Response Teams and Post-Incident Response Teams.
- **Support from District Resources:** The Building-Level Emergency Response Team and the Building- Level Post-Incident Response Team will be supported by all available district resources and personnel as needed.

Disaster Mental Health Services:

- **Post-Incident Response Team:** Each building's Building-Level Emergency Response Team will designate a Post-Incident Response Team to provide crisis intervention and disaster mental health services, as detailed in the building's plan.
- **Additional Resources:** Buildings can draw upon existing pupil personnel staff (e.g., counselors, psychologists, social workers).
- **External Support:** If a building lacks sufficient resources, the district will arrange for additional pupil personnel staff to assist the Post-Incident Response Team.
- **Employee Assistance:** Employees are encouraged to utilize the Employee Assistance Program (EAP).
- **County/State Support:** Depending on the scope of the incident, the County Office of Emergency Services and Department of Mental Health may be contacted to coordinate county or statewide support.

COMMUNICABLE DISEASE - PANDEMIC PLAN

This section addresses the protocols and procedures for responding to a communicable disease outbreak or pandemic, as mandated by Labor Law §27-c and Education Law §2801-a. It is designed to ensure the safety and well-being of students, staff, and the community, while maintaining continuity of educational operations to the greatest extent possible. This plan is built upon the existing framework of the DWSSP and Building-Level Emergency Response Plans (BLERPs), and will be regularly reviewed and updated in collaboration with public health authorities.

Prevention/Mitigation

- **Essential Positions/Titles:**

- A detailed list and description of positions deemed essential, with clear justifications for their designation.
- Protocols for documenting precise hours and work locations of essential workers.
- Strategies for staggering work shifts to reduce workplace and public transportation overcrowding.

Human Resources Essential Positions

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

- **Telecommuting Protocols:**

- Specific protocols enabling non-essential employees and contractors to telecommute.
- Measures to ensure digital equity for employees and students.

- **Coordination and Communication:**

- Close collaboration with the Health Department.
- Designated Pandemic Coordinator and District-Wide School Safety Team.
- Educational campaigns on hand hygiene and respiratory etiquette.
- Information dissemination to parents, staff, and students.

Protection/Preparedness

- **Personal Protective Equipment (PPE):**

- Protocols for securing and storing sufficient PPE for essential workers.
- Plan for proper storage to prevent degradation and ensure immediate access.

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 Professionals	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
Disposable Nitrile Gloves	10	120	10 per Week per Staff
Disposable Gowns	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

- **Incident Command:**
 - Establishment of District-Wide and Building-Level Command Centers and Incident Command Structures.
 - Designated Pandemic Coordinators for each school.
 - Comprehensive communication strategies, including a designated Public Information Officer (PIO).
- **Operational Continuity:**
 - Procedures for maintaining essential functions and services, including business office, facilities, and human resources.
 - Strategies for ensuring continuity of instruction through various modalities.

Response

- **Activation Protocols:**
 - Criteria for activating the pandemic response based on internal monitoring and public health guidance.
 - Notification of the Incident Command Structure and implementation of communication procedures.
- **Spread Prevention and Contact Tracing:**
 - Protocols for preventing the spread of communicable diseases in the workplace.
 - Procedures for documenting hours and work locations of essential workers.
 - Coordination with local health authorities for contact tracing.
- **Disinfection and Cleaning:**
 - Cleaning and disinfection protocols for workspaces and common areas.

EMERGENCY REMOTE INSTRUCTION PLAN

NYM UFSD - 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 use 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 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.

SCHOOL SECURITY SERVICES AGREEMENT

SRO Memorandum of Understanding (MOU)
This MOU can be obtained by contacting District Administration

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, appearance 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 off-site 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 (1) 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 (1) 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 (1) 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 promoting 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 person's 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 the school. The coordinator is:
Mrs. Mary Facci, K-12 Executive Principal
mfacci@newyorkmills.org
315-768-8124

The Dignity Act Coordinator is 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 or e-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.

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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, 09/10/2019, 08/01/23

**5.13 Resolution Awarding Contract for
Capital Construction Project Phase 2 -
General Contractor, HVAC,
Plumbing, and Electrical**

RESOLUTION
AWARDING CONTRACTS FOR CAPITAL CONSTRUCTION
PROJECT

WHEREAS, the Board of Education of the New York Mills Union Free School District (the “Board of Education”) solicited bids from prime contractors for construction services in conjunction with its 2023 Capital Improvement Project Phase 2 (the “Project”); and

WHEREAS, bids were received and publicly opened on June 3, 2025; and

WHEREAS, the Project Architect and Construction Manager reviewed the bids and bidders’ qualifications for the Project, discussed the scope and schedule of the Project with the lowest responsible bidders and by letter dated June 12, 2025, recommend acceptance of base bids and bid alternates and award of contracts for the work of the Project as set forth herein; and

WHEREAS, the Board of Education determines that it is in the best interest of the School District to accept the recommendation of the Project Architect and Construction Manager and award contracts as set forth herein;

NOW THEREFORE, the Board of Education hereby resolves to award the following contracts for the Project:

1. Prime Contract: General Construction Contract to Murnane Building Contractors, Inc.
Base Bid: \$1,981,000.00
Alternate #1: \$-25,000.00
Alternate #2: \$-75,000.00
Contract Amount: \$1,882,000.00
2. Prime Contract: HVAC Construction Contract to H.J. Brandeles Corporation
Base Bid: \$630,000.00
Contract Amount: \$630,000.00
3. Prime Contract: Plumbing Construction Contract to H.J. Brandeles Corporation
Base Bid: \$295,000.00
Contract Amount: \$295,000.00
4. Prime Contract: Electrical Construction Contract to E.J. Electric LLC
Base Bid: \$536,000.00
Contract Amount: \$536,000.00
5. The Board hereby authorizes its President or the Superintendent of Schools to execute contracts and related documents on behalf of the School District in compliance with this Resolution and take all actions necessary or convenient to enter into the contracts authorized herein and to comply with the voter approved Proposition for the Project; applicable laws, regulations, and executive orders relating to the contracts or the Project;

and do all other acts that may be necessary or proper to effectuate the purposes of the foregoing Resolution.

6. This Resolution shall take effect immediately.

CERTIFICATION

A special meeting of the Board of Education of the New York Mills Union Free School District held on July 8, 2025, was called to order by its President and upon roll being called, the following members were:

PRESENT:

ABSENT:

The attached Resolution, which was offered by _____ and seconded by _____ at the said meeting, was approved by a unanimous vote of the Board of Education.

[if the vote was not unanimous, list each member and their vote]

The attached Resolution, which was offered by _____ and seconded by _____ at the said meeting, was approved by a vote of the Board of Education as follows:

Member Name:

Aye/Nay/Absent:

Dated: _____, 2025

District Clerk
New York Mills Union Free School District



June 12, 2025

Michele LaGase – Superintendent
New York Mills Union Free School District
1 Marauder Boulevard
New York Mills, New York

Re: Recommendation for General Construction Bid for Gymnasium / Auditorium Portion (Phase 2)
Capital Project 41-15-04-02-0-002-020

Superintendent LaGase,

The following is Teitsch-Kent-Fay Architects, P.C. recommendation for the award of contract for the above project. Bids were received on Tuesday June 3, 2025. Attached is a Preliminary Bid Tabulation Form from C&S Companies.

This summary shows the bidders for the following contracts: General Construction.

Two Alternates:

Alternate 1 (Change CMU wall to Gypsum Drywall) – Recommended
Alternate 2 (Reduce Ceramic Tile) - Recommended

The apparent low bidder Including alternates (as noted above):

Contractor:	Murnane Building Contractors, Inc.	
	Base Bid	\$ 1,982,000.00
	Alternate 1 (CMU Wall to GDW) recommended	\$ -25,000.00
	Alternate 2 (Reduce Ceramic Tile) recommended	\$ -75,000.00
	TOTAL	\$ 1,882,000.00

It is our understanding that this amount fits within the allowable remaining maximum cost for this project. Please see attached de-scoping letters from C&S Companies.

C&S Companies contacted Murnane Building Contractors, Inc. and reviewed their bid with them. Murnane Building Contractors, Inc. indicated that they have no issues with their bid, and are looking forward to working with New York Mills Union Free School District.

Teitsch-Kent-Fay Architects, P.C. recommends that the Board accept the low bidder as noted above, contingent upon receipt, review and acceptance of bonds and insurance submittals by the District's Attorney. Please let me know if you have any questions about this information.

Very truly yours,

Daniel Wilson Fay

June 11, 2025

Murnane Building Contractors
15 Wood Road, PO Box 462
Whitesboro, New York 13492
Attn: Andrew Kantor

Re: Letter of Intent for General Construction Bid for Gymnasium / Auditorium portion of Capital
Project 41-15-04-02-0-002-020

Mr. Kantor,

In accordance with the Contract Documents and the Public Bid Notice, the New York Mills Union Free School District Board of Education intends to accept, contingent upon receipt, acceptance and approval of bonds and insurance, your proposal for the New York Mills Union Free School District Gymnasium / Auditorium Reconstruction Project – S.E.D. Control Number as noted above. The contract sum is calculated by acceptance of the Base Bid and alternates one and two, resulting in a contract sum of \$1,882,000.00.

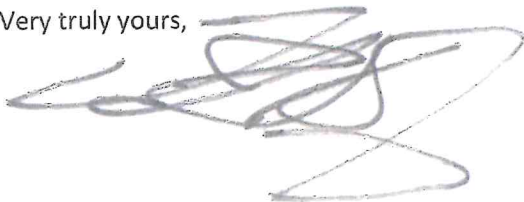
Base Bid =	\$1,982,000.00
Alternate 1 =	<\$25,000.00>
Alternate 2 =	<\$75,000.00>
 Contract Sum =	 \$1,882,000.00

The District awards this contract pursuant to the terms and conditions of the Contract Documents issued by Teitsch-Kent-Fay Architects, P.C., dated September 25, 2024 , 3 bid addenda were issued for this project, dated 5-16-25, 5-23-25, and 5-27-25. This project was bid and publicly opened at 3:00 PM on June 3, 2025.

Please accept this letter as a Letter of Intent on the part of the School District to enter into an agreement for this work for the sum stated above. A standard agreement form, AIA Document A132, 2019, Standard Form of Agreement Between Owner and Contractor, will be prepared for signature by both parties.

Please provide certificates of insurance coverages and bonds as required by statute and by the requirements of the Owner.

Very truly yours,



Daniel Wilson Fay

June 12, 2025

Michele LaGase – Superintendent
New York Mills Union Free School District
1 Marauder Boulevard
New York Mills, New York

Re: Recommendation for HVAC Bid for Gymnasium / Auditorium Portion (Phase 2) Capital Project
41-15-04-02-0-002-020

Superintendent LaGase,

The following is Teitsch-Kent-Fay Architects, P.C. recommendation for the award of contract for the above project. Bids were received on Tuesday June 3, 2025. Attached is a Preliminary Bid Tabulation Form from C&S Companies.

This summary shows the bidders for the following contracts: HVAC.

No Alternates were included for HVAC Contract

The apparent low bidder Including alternates (as noted above):

Contractor:	H.J. Brandeles Corporation.	
	Base Bid	\$ 630,000.00
	TOTAL	\$ 630,000.00

It is our understanding that this amount fits within the allowable remaining maximum cost for this project. Please see attached de-scoping letters from C&S Companies.

C&S Companies contacted H.J. Brandeles Corporation. and reviewed their bid with them. H.J. Brandeles Corporation indicated that they have no issues with their bid, and are looking forward to working with New York Mills Union Free School District.

Teitsch-Kent-Fay Architects, P.C. recommends that the Board accept the low bidder as noted above, contingent upon receipt, review and acceptance of bonds and insurance submittals by the District's Attorney. Please let me know if you have any questions about this information.

Very truly yours,

Daniel Wilson Fay



June 11, 2025

HJ Brandeles Corporation
8101 Halsey Road
Whitesboro, New York 13492
Attn: Richard Falvo

Re: Letter of Intent for HVAC Bid for Gymnasium / Auditorium portion of Capital Project 41-15-04-02-0-002-020

Mr. Falvo,

In accordance with the Contract Documents and the Public Bid Notice, the New York Mills Union Free School District Board of Education intends to accept, contingent upon receipt, acceptance and approval of bonds and insurance, your proposal for the New York Mills Union Free School District Gymnasium / Auditorium Reconstruction Project – S.E.D. Control Number as noted above. The contract sum is calculated by acceptance of the Base Bid and no alternates, resulting in a contract sum of \$630,000.00.

The District awards this contract pursuant to the terms and conditions of the Contract Documents issued by Teitsch-Kent-Fay Architects, P.C., dated September 25, 2024 , 3 bid addenda were issued for this project, dated 5-16-25, 5-23-25, and 5-27-25. This project was bid and publicly opened at 3:00 PM on June 3, 2025.

Please accept this letter as a Letter of Intent on the part of the School District to enter into an agreement for this work for the sum stated above. A standard agreement form, AIA Document A132, 2019, Standard Form of Agreement Between Owner and Contractor, will be prepared for signature by both parties.

Please provide certificates of insurance coverages and bonds as required by statute and by the requirements of the Owner.

Very truly yours,


Daniel Wilson Fay



Teitsch-Kent-Fay
Architects, P.C.
132 Albany Street, Suite M-1
Cazenovia New York 13035
315.655.9543 www.tkfarchitects.com

June 12, 2025

Michele LaGase – Superintendent
New York Mills Union Free School District
1 Marauder Boulevard
New York Mills, New York

Re: Recommendation for Plumbing Bid for Gymnasium / Auditorium Portion (Phase 2) Capital
Project 41-15-04-02-0-002-020

Superintendent LaGase,

The following is Teitsch-Kent-Fay Architects, P.C. recommendation for the award of contract for the above project. Bids were received on Tuesday June 3, 2025. Attached is a Preliminary Bid Tabulation Form from C&S Companies.

This summary shows the bidders for the following contracts: Plumbing.
No Alternates were included for Plumbing Contract

The apparent low bidder Including alternates (as noted above):

Contractor:	H.J. Brandeles Corporation.	
	Base Bid	\$ 295,000.00
	TOTAL	\$ 295,000.00

It is our understanding that this amount fits within the allowable remaining maximum cost for this project. Please see attached de-scoping letters from C&S Companies.

C&S Companies contacted H.J. Brandeles Corporation. and reviewed their bid with them. H.J. Brandeles Corporation indicated that they have no issues with their bid, and are looking forward to working with New York Mills Union Free School District.

Teitsch-Kent-Fay Architects, P.C. recommends that the Board accept the low bidder as noted above, contingent upon receipt, review and acceptance of bonds and insurance submittals by the District's Attorney. Please let me know if you have any questions about this information.

Very truly yours,

Daniel Wilson Fay

June 11, 2025

HJ Brandeles Corporation
8101 Halsey Road
Whitesboro, New York 13492
Attn: Richard Falvo

Re: Letter of Intent for Plumbing Bid for Gymnasium / Auditorium portion of Capital Project 41-15-04-02-0-002-020

Mr. Falvo,

In accordance with the Contract Documents and the Public Bid Notice, the New York Mills Union Free School District Board of Education intends to accept, contingent upon receipt, acceptance and approval of bonds and insurance, your proposal for the New York Mills Union Free School District Gymnasium / Auditorium Reconstruction Project – S.E.D. Control Number as noted above. The contract sum is calculated by acceptance of the Base Bid and no alternates, resulting in a contract sum of \$295,000.00.

The District awards this contract pursuant to the terms and conditions of the Contract Documents issued by Teitsch-Kent-Fay Architects, P.C., dated September 25, 2024 , 3 bid addenda were issued for this project, dated 5-16-25, 5-23-25, and 5-27-25. This project was bid and publicly opened at 3:00 PM on June 3, 2025.

Please accept this letter as a Letter of Intent on the part of the School District to enter into an agreement for this work for the sum stated above. A standard agreement form, AIA Document A132, 2019, Standard Form of Agreement Between Owner and Contractor, will be prepared for signature by both parties.

Please provide certificates of insurance coverages and bonds as required by statute and by the requirements of the Owner.

Very truly yours,


Daniel Wilson Fay

June 12, 2025

Michele LaGase – Superintendent
New York Mills Union Free School District
1 Marauder Boulevard
New York Mills, New York

Re: Recommendation for Electrical Bid for Gymnasium / Auditorium Portion (Phase 2) Capital
Project 41-15-04-02-0-002-020

Superintendent LaGase,

The following is Teitsch-Kent-Fay Architects, P.C. recommendation for the award of contract for the above project. Bids were received on Tuesday June 3, 2025. Attached is a Preliminary Bid Tabulation Form from C&S Companies.

This summary shows the bidders for the following contracts: Electrical.

Two Alternates:

Alternate 1 (Change CMU wall to Gypsum Drywall) – Not Applicable
Alternate 2 (Reduce Ceramic Tile) – Not Applicable

The apparent low bidder Including alternates (as noted above):

Contractor:	E.J. Electric LLC	
	Base Bid	\$ 536,000.00
	TOTAL	\$ 536,000.00

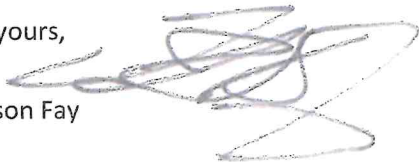
It is our understanding that this amount fits within the allowable remaining maximum cost for this project. Please see attached de-scoping letters from C&S Companies.

C&S Companies contacted E.J. Electric LLC. and reviewed their bid with them. E. J. Electric LLC, indicated that they have no issues with their bid, and are looking forward to working with New York Mills Union Free School District.

Teitsch-Kent-Fay Architects, P.C. recommends that the Board accept the low bidder as noted above, contingent upon receipt, review and acceptance of bonds and insurance submittals by the District's Attorney. Please let me know if you have any questions about this information.

Very truly yours,

Daniel Wilson Fay





June 11, 2025

EJ Electric, LLC
6601 Joy Road
East Syracuse, New York 13057
Attn: Tony Clemente

Re: Letter of Intent for Electrical Bid for Gymnasium / Auditorium portion of Capital Project 41-15-04-02-0-002-020

Mr. Clemente,

In accordance with the Contract Documents and the Public Bid Notice, the New York Mills Union Free School District Board of Education intends to accept, contingent upon receipt, acceptance and approval of bonds and insurance, your proposal for the New York Mills Union Free School District Gymnasium / Auditorium Reconstruction Project – S.E.D. Control Number as noted above. The contract sum is calculated by acceptance of the Base Bid and no alternates, resulting in a contract sum of \$536,000.00.

The District awards this contract pursuant to the terms and conditions of the Contract Documents issued by Teitsch-Kent-Fay Architects, P.C., dated September 25, 2024 , 3 bid addenda were issued for this project, dated 5-16-25, 5-23-25, and 5-27-25. This project was bid and publicly opened at 3:00 PM on June 3, 2025.

Please accept this letter as a Letter of Intent on the part of the School District to enter into an agreement for this work for the sum stated above. A standard agreement form, AIA Document A132, 2019, Standard Form of Agreement Between Owner and Contractor, will be prepared for signature by both parties.

Please provide certificates of insurance coverages and bonds as required by statute and by the requirements of the Owner.

Very truly yours,

Daniel Wilson Fay

5.14 Policy 7208

Student Use of Internet-Enabled Devices

- NEW replacing Policy 7400
(Second Read, Adopt)

Policy is Required.

STUDENT USE OF INTERNET-ENABLED DEVICES

I. Statement of Policy

The New York Mills Union Free School District (the District) believes in the importance of having spaces that encourage sustained attention and focus on learning and instruction. The use and possession of Internet-Enabled Devices during the school day interferes with the ability of students to learn and engage with their teachers, staff, and fellow students. The District will not be liable for loss, theft, or damage to Internet-Enabled Devices.

II. Definitions

- A. Internet-Enabled Device - any smartphone, tablet, smartwatch, or other device capable of connecting to the internet and enabling the user to access content on the internet, including social media applications.
- B. School day - the entire instructional day, during all instructional and non-instructional time, including but not limited to homeroom periods, lunch, recess, study halls, and passing times.
- C. School grounds - in or on or within any building, structure, athletic playing field, playground, or land contained within the real property boundary line of a district elementary, intermediate, junior high, vocational, or high school, a charter school, or a board of cooperative educational services facility.

III. Prohibition of Internet-Enabled Devices in School

The use of Internet-Enabled Devices by students during the school day anywhere on school grounds is prohibited.

IV. Exceptions

- A. This Policy is not violated when students are authorized to use an Internet-Enabled Device in the following situation(s):
 - 1. The student has been authorized by a teacher, Building Principal, or the District to use an Internet-Enabled Device for educational purposes during instructional time;
 - 2. Where the use is necessary to manage the student's medical condition;

POLICY

Draft 06/27/25

Revise/renumber 7400 to **7208**

STUDENTS

Policy is Required.

STUDENT USE OF INTERNET-ENABLED DEVICES

3. In the event of an emergency;
 4. Where the use of an Internet-Enabled Device is part of the student's Individual Education Plan (IEP) or 504 Plan;
 5. Where it is needed for translation purposes;
 6. On a case-by-case basis, upon review and determination by a school psychologist, school social worker, or school counselor, for a student caregiver who is routinely responsible for the care and wellbeing of a family member; or
 7. Where otherwise required by law.
- B. Students are authorized to have access to simple cellphones (i.e., phones without internet capability or access). Internet-Enabled Devices that have been provided to students for classroom instruction, such as laptops or tablets used as part of instruction, are also authorized for students to access.
- C. It is not a violation of this Policy for a student to leave an Internet-Enabled Device in a locked vehicle during the school day or during school activities.
- V. Consequences for Violations of this Policy
- A. The consequences for violation(s) of this Policy will be consistent with the Code of Conduct. However, the suspension of a student is not permitted if the sole grounds for the suspension is that the student accessed an Internet-Enabled Device in violation of this Policy.
 - B. Student Athletes who violate this Policy may also be subject to discipline consistent with the Athletic Code of Conduct.
 - C. Confiscation
 1. Internet-Enabled Devices used in violation of this Policy and/or the Code of Conduct will be confiscated by staff and turned into the Building Principal.
 - a. **1st Offense:** The Building Principal will contact the parent(s)/person(s) in parental relation and conference with the

POLICY

Draft 06/27/25

Revise/renumber 7400 to **7208**

STUDENTS

Policy is Required.

STUDENT USE OF INTERNET-ENABLED DEVICES

student and their parent(s)/person(s) in parental relation. The device will be returned to the student or their parent(s)/person(s) in parental relation at the end of the school day.

- b. **2nd Offense:** The student's device will be confiscated and given to the Building Principal. The student and the parent will be required to attend a meeting with the Building Principal or their designee at the conclusion of the school day. At that meeting all applicable policies will be reviewed and the device will be returned. In addition, the student will be required to attend two detention periods (i.e. lunch detention, after-school detention etc.) as determined by the Building Principal.
- c. **3rd Offense:** The student's device will be confiscated and given to the Building Principal. The student and the parent will be required to attend a meeting with the Building Principal or their designee at the conclusion of the school day. At that meeting all applicable policies will be reviewed and the device will be returned. In addition, the student will be required to attend three detention periods (i.e. lunch detention, after-school detention etc.) as determined by the Building Principal and turn in any internet-enabled devices into the Building Principal's office each morning for the remainder of the school year.

- 2. Additional consequences may be imposed as defined by the NYMUFSD Code of Conduct.

VI. Contact During the School Day

Parents/Persons in parental relation may contact their student(s) during the school day by contacting the Principal's Office:

K-6 Main Office at (315) 768-8129

7-12 Main Office at (315) 768-8124

VII. Storing Students' Internet-Enabled Devices

The District shall require students to store their personal Internet-Enabled Devices in their student lockers during the school day.

VIII. Implementation

POLICY

Draft 06/27/25

Revise/renumber 7400 to **7208**

STUDENTS

Policy is Required.

STUDENT USE OF INTERNET-ENABLED DEVICES

The Superintendent or their designee shall develop any Regulations or internal procedures that may be necessary to implement this Policy.

IX. Required Notifications

- A. A copy of this Policy shall be posted in a clearly visible and accessible location on the District website.
- B. The District shall provide a translation of this Policy upon request of a student or parent/person in parental relation in accordance with the law.
- C. Parents/Persons in Parental Relation will be notified in writing of the methods they can use to contact their student(s) during the school day, as outlined in Section VI of this Policy. This notification will occur at the beginning of each school year and upon enrollment.

X. Annual Reporting

On September 1, 2026, and every September 1 thereafter, the District shall publish, on its website, an annual report that details the enforcement of this Policy during the prior school year. This report must include:

- A. Non-identifiable demographic data of students who have faced disciplinary action for non-compliance with this Policy.
- B. An analysis of any demographic disparities in enforcement.
- C. If a statistically significant disparate enforcement impact is identified, such report shall include a mitigation action plan.

XI. School District Responsibility

Students shall be personally and solely responsible for the security of their devices as defined by this policy. The District shall not assume any responsibility for theft, loss, or damage of a device or any unauthorized calls made on a device.

POLICY

STUDENTS

Draft 06/27/25

Revise/renumber 7400 to **7208**

Policy is Required.

STUDENT USE OF INTERNET-ENABLED DEVICES

New York Mills Union Free School District

Legal Ref: NYS Education Law §2803

Cross Ref: 1030, Code of Conduct; 5301, Purpose, Use, and Administration of District
Digital Information Systems

Adopted: 06/02/09

Revised: 08/20/13, 05/07/19, _____

5.15 Resolution – Contract for the
2025 -2026 School Year
between

Upstate Cerebral Palsy and New York Mills UFSD



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 the Regulations of the Commissioner of Education, and

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

Whereas, the Contractor is such authorized organization and

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

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

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

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

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

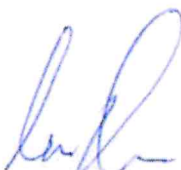
4. The District shall pay tuition costs while the child is enrolled in the school of the Contractor. The prospective tuition rates, inclusive of Related Services, will remain in effect until reconciliation rates are set by the New York State Education Department, as per their rate methodology, reconciliation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

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

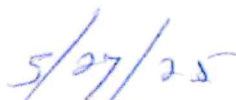
Withdrawal of the child by the parent or guardian where such is legally permissible, verified admission of the child to another school setting; protracted absence due to illness or such reason to make withdrawal agreeable to the parties of this agreement.

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

5. During the enrollment of the child, the Contractor will provide special education services to the child in accordance with applicable laws and regulations. This will include classroom instruction, on the child's development level and individual or group occupational, speech and/or physical therapy sessions as defined by the (IEP) Individualized Education Plan.
6. The Contractor will maintain consultation with the District about the progress of the child. Such consultation may take the form of written reports, personal conferences, or telephone conferences. Personnel from the District will be welcomed to visit the Contractor for such consultative purposes or for classroom visits, with such visits to be arranged by appointments.
7. This contract shall be in effect as of July 1, 2025 through June 30, 2026.



Geno DeCondo,
Executive Director
Upstate Caring Partners



Date

School District

Date

**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.
(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 Dr.

City: Utica State: NY Zip: 13502

Telephone: 315-724-6907 Date Signed: _____

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

STATEMENT OF REASSIGNMENT

Upstate Cerebral Palsy, Inc.

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)

5/27/05

(Date)

[Signature]

(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 Central School District
Albany City School District
Camden Central School District
Canajoharie Central School District
Canastota Central School District
Canton Central School District
Central Valley Central School District
Clinton Central School District
Dolgeville Central School District
East Ramapo Central School District
Fort Plain Central School District
Frankfort-Schuyler Central School District
Fulton City School District
Glens Falls Central School District
Herkimer Central School District
Herricks Union Free School District
Hewlett-Woodmere Central School District
Homer Central School District
Kingston City School District
Laurens Central School District
Levittown Public Schools
Liberty Central School District
Lisbon Central School District
Liverpool Central School District
Longwood Central School District
Moriah Central School District
Morrisville-Eaton Central School District
Mount Markham Central School District
New Hartford Central School District

New York City Department of Education
New York Mills Union Free School District
Niskayuna Central School District
North Colonie Central School District
North Syracuse Central School District
Norwich City School District
Oriskany Central School District
Oswego City School District
Potsdam Central School District
Richfield Springs Central School District
Rochester City School District
Rome City School District
Rotterdam-Mohonasen Central School District
Sauquoit Valley Central School District
Schoharie Central School District
Stillwater Central School District
Susquehanna Valley Central School District
Syracuse City School District
Utica City School District
Vernon Verona Sherrill Central School District
Wallkill Central School District
Waterville Central School District
West Canada Valley Central School District
West Genesee Central School District
Westhill Central School District
Westmoreland Central School District
Whitesboro Central School District
Yonkers Central School District

UPSTATE CARING PARTNERS TRADEWINDS EDUCATION CENTER

2025 - 2026 SCHOOL CALENDAR

September 2025				
MON	TUES	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

October 2025				
MON	TUES	WED	THU	FRI
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

November 2025				
MON	TUES	WED	THU	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

December 2025				
MON	TUES	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

January 2026				
MON	TUES	WED	THU	FRI
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

February 2026				
MON	TUES	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

March 2026				
MON	TUES	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

April 2026				
MON	TUES	WED	THU	FRI
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May 2026				
MON	TUES	WED	THU	FRI
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

June 2026				
MON	TUES	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

Underlined days are student attendance days
 Staff start date 9/2/25
 Last day for staff 6/26/26
 School opens for students 9/3/25
 Last day for students 6/26/26

draft

Conference Days
 Sept. 2

Days of attendance

Sept	21	Feb	15
Oct	22	Mar	22
Nov	16	Apr	16
Dec	15	May	20
Jan	19	June	19
			185

Student Vacation Days
 September 1 Labor Day
 September 2 Staff Conference Day
 October 13 Columbus Day
 November 11 Veterans Day
 November 26 - 28 Thanksgiving Recess
 December 22 - Jan 2 Christmas Recess
 January 19 Martin Luther King Jr. Day
 February 16 - 20 Mid-Winter Recess
 April 3 Good Friday
 April 6 - 10 Spring Recess
 May 25 Memorial Day
 June 19 Juneteenth

3/5/2025

**MOHAWK VALLEY
WATER AUTHORITY**

INTRODUCED BY: Mr. Karam

SECONDED BY: Mr. Meola

RESOLUTION NO.: 2025 - 15

**RE: INTERMUNICIPAL AGREEMENT BETWEEN THE MVWA AND THE
NEW YORK MILLS UNION FREE SCHOOL DISTRICT**

WHEREAS, the NEW YORK MILLS UNION FREE SCHOOL DISTRICT is a duly authorized school district in the State of New York, County of Oneida ; and

WHEREAS, the NEW YORK MILLS UNION FREE SCHOOL DISTRICT requires certain goods and materials to perform work on its grounds and property; and

WHEREAS, the MVWA has in stock the goods and materials needed by the NEW YORK MILLS UNION FREE SCHOOL DISTRICT and does not have immediate need for said items and can replenish them if necessary; and

WHEREAS, the MVWA wishes to assist the NEW YORK MILLS UNION FREE SCHOOL DISTRICT in maintaining its grounds and buildings; it is hereby

RESOLVED, that the MVWA is authorized to enter into an InterMunicipal Agreement with the NEW YORK MILLS UNION FREE SCHOOL DISTRICT to sell the following items to the District:

MVWA Part #	Description	Purchase Yr	Qty Purchased	Unit Price	Total Price
103002-2.2	6" Mechanical Joint Cap	2023	3	\$97.57	\$292.71
1030020302	Mega Lug Retainer Gland 6"	2024	7	\$48.00	\$336.00
139002-7-2	Whitestown 5' 6"	2024	4	\$3994.69	\$15,978.78
139002-7-6	6" Extension 5 ¼" VO K81	2024	4	\$339.25	\$1357.00

TOTAL: \$17,964.49

And it is further

RESOLVED, that the Executive Director is hereby authorized to take the necessary steps to carry out the terms of this resolution.

Adopted by the following votes:

AYES 9 NAYS 0

ABSENT 3

Dated: June 16, 2025

AGREEMENT

THIS AGREEMENT dated as of July 02, 2025, by and between the NEW YORK MILLS UNION FREE SCHOOL DISTRICT, a School District duly existing under the laws of the State of New York with an office at 1 Marauder Boulevard New York Mills, NY 13417 (hereinafter the "NYMUS"), and

UPPER MOHAWK VALLEY REGIONAL WATER BOARD d/b/a

MOHAWK VALLEY WATER AUTHORITY (MVWA), with its principal office located at City Hall, One Kennedy Plaza, Utica, New York, hereinafter referred to as "MVWA",

WHEREAS, the MVWA is empowered under Section 1226-f of the Public Authorities Law to enter into cooperative agreements with authorities relating to the provision of water facility services to municipalities within the MVWA service area, and for the exchange or interchange of services and commodities related thereto; and WHEREAS, the NYMUS is engaged in development and maintenance of the school buildings and grounds; and

use:

MVWA Part #	Description	Purchase Yr	Qty Purchased	Unit Price	Total Price
103002-2.2	6" Mechanical Joint Cap	2023	3	\$97.57	\$292.71
1030020302	Mega Lug Retainer Gland 6"	2024	7	\$48.00	\$336.00

139002-7-2	Whitestown	2024	4	\$3994.69	\$15,978.78
139002-7-6	6" Extension 5 1/4" VO K81	2024	4	\$339.25	\$1357.00
TOTAL: \$17,964.49					

and

WHEREAS, the MVWA has the goods and material in stock and will be able to sell them to NYMUSF, at cost, without risk of depleting its inventory; and

WHEREAS, the MVWA is agreeable to providing the NYMUSF the aforementioned goods and materials; and

WHEREAS, each Party represents that this Agreement has been presented to its governing body and that each such governing body has passed a resolution approving the entering into this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of both parties, it is now agreed:

1. The MVWA shall supply to the NYMUSF the following items::
2. The MVWA shall not be liable for any delays in delivery due to conditions beyond its control;
3. The NYMUSF shall pay the sum of \$ 17,964.49 for the goods and materials provided by the MVWA.
4. The NYMUSF will be responsible for transportation of the goods and materials.
5. The MVWA makes no guarantees or warranties regarding the materials provided to the NYMUSF.
6. Whenever notice to the NYMUSF is required it shall be addressed to the NYMUSF, Attn: Michele LaGase, Superintendent, 1 Marauder Boulevard

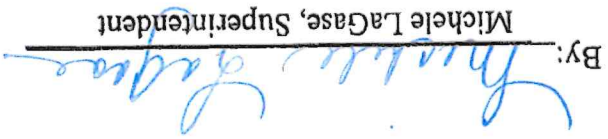
New York Mills, NY 13417.

7. Whenever notice to MVWA is required it shall be addressed to the Executive Director of the Upper Mohawk Valley Regional Water Board, City Hall, One Kennedy Plaza, Utica, New York 13502.
8. No Party hereto may assign all or any part of its rights, interests or Obligations hereunder without the express written consent of the other Parties hereto.

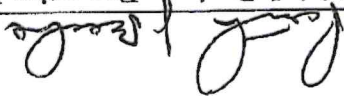
9. If any provision or provisions of this Agreement shall be, for any reason, invalid, illegal or unenforceable, the remaining provisions or provisions shall nevertheless be valid, enforceable and carried into effect.
10. This Agreement constitutes the entire Agreement between the Parties hereto, and no statement, promise, condition, understanding, inducement or representation, which is not contained herein, shall be binding or valid. This Agreement shall not be changed, modified or altered in any manner except by written agreement or amendment executed by the Parties.
11. The effective date of this Agreement shall be

IN WITNESS WHEREOF, the respective parties hereto have hereunto set their seals the day and year first written above.

New York Mills Union Free School District

By: 
Michele LaGase, Superintendent

UPPER MOHAWK VALLEY REGIONAL
WATER BOARD d/b/a MOHAWK VALLEY
WATER AUTHORITY

By:  _____
Patrick J. Becher - Executive Director

Detailed Census 2025-26 7/1/2025																								
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W		
Grade		BOCES	BOCES	OUTSIDE PLACEMENT										Total	Special Ed.	grade	Christian Heritage	Notre Dame	UAS	Home school				
		CTE AM	CTE PM	PTECH	MITECH	New Visions	Homebound Tutored	MSA	grade	UCP/ Tradewinds	HGS	BOCES Center Based	OHM BOCES/NH								OHM BOCES/ Sauquoit	OHM BOCES/ Waterville	waiting placement	
K	29																4	4						
1	32									2		4					6	1	1					
2	35										2	1	2		1		3	2	3			3		
3	42											2					2	3						
4	34									1		4					1	4				1		
5	34									1		1					2	5			2			
6	38														2		2	6		1				
Total	244								Total	4		8		1	3	4	20	Total	1	1	2	4		
7	46								7			1					1	7		3				
8	59									1		2					3	8						
9	55									1		1		1			3	9				1		
10	35									1		1					1	10		1		2		
11	44									1				1			2	11		1		1		
12	38											2					2	12				1		
Total	277	12	12	15	3	1		3	Total	3		7		2			12	Total		4		5		
Grand Total	521											Grand Total	7	15		3	3	4	32	Grand Total	1	5	2	9
Column C-H are included in Column B																				Columns K-Q total column R				

Column C-H are included in Column B

Columns K-Q total column R

7/1/2025

June 25 Jul 25

K	35	29
1	35	32
2	42	35
3	34	42
4	34	34
5	37	34
6	46	38
Elem	263	244
7	59	46
8	55	59
9	35	55
10	44	35
11	39	44
12	40	38
Sec		
Total	272	277

Grand Total	535	521
	520	7/1

BOCES: Career Tech: Special Education

AM: 12
PM: 15
PTECH: 15
MiTech: 3
New Visions:1

Elementary: 20
Secondary: 12
MSA: 3