BOARD OF EDUCATION MEETING AGENDA
October 6, 2026
6 PM - NEW YORK MILLS UFSD LIBRARY

__ Kristin Hubley
__ Robert Mahardy, Jr.
__ Sandra Dare
__ Sara DeFazio
__ Jeremy Fennell
__ Cynthia St. James
__ Abbie Taylor

Agenda Item	Who	Information Distributed	Action	Notes
1. MEETING CALL TO ORDER				
1.1 Pledge to the Flag			Procedural	
1.2 Reading of the New York Mills UFSD Mission Statement.			Procedural	*In partnership with students, staff, families, and the community, our mission is to create an educational environment that inspires confidence, builds character, and fosters respect – empowering every student with the knowledge to become a productive, responsible citizen.*
1.3 Acceptance of Agenda	K. Hubley	Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
2. PRESENTATIONS AND COMMITTEE REPORTS				
2.1 President's Message	K. Hubley		Information	
2.2 BOCES Representative Report	K. Hubley		Information	
2.3 Ex Officio Student Member Report	A. Misiaszek		Information	

2.4 Bonadio Group	Greg Evans		Information	
2.5 Committee Reports			Information	

Policy Committee: *Sara DeFazio/Chair, Robert Mahardy, Jr.*
Facilities Committee: *Jeremy Fennell/Chair, Abbie Taylor*
Communications Committee: *Abbie Taylor/Chair, Sandra Dare*
Transportation Committee: *Cynthia St. James/Chair, Sara DeFazio*
Health & Safety Committee: *Sandra Dare/Chair, Cynthia St. James*
Finance Committee: *Robert Mahardy, Jr./Chair, Jeremy Fennell*
SBI: *Abbie Taylor* (**SBI Alternate:** *Cynthia St. James*)

3. CONSENT AGENDA				
3.1 Approval of 3.2 through 3.4	K. Hubley	Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
3.2 Business Office Reports				
3.3 CSE Reports				
3.4 Approval of the Previous Minutes	9.8.26			
4. OLD BUSINESS				
5. NEW BUSINESS				
5.1 Personnel Report		Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
5.2 Resolution to Approve the 2025-2026 Audit from the Bonadio Group		Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___

5.3 Resolution to Approve the 2025-2026 ECA Audit from the Bonadio Group		Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
5.4 Policy 7500 Education Records (First Read)		Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
5.5 Regulation 7500.4 Student Privacy FERPA Notice (First Read)		Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
5.6 Policy 5301 Internet Safety (First Read)		Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
5.7 Policy 5306 Protection of Student, Teacher and Principal Information (Data Security and Privacy) (First Read)		Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
5.8 Policy 6010 Prohibition of Sexual Harassment and Discrimination in the Workplace (First Read)		Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
5.9 Policy 0015 Prohibition of Discrimination, Harassment and Bullying (First Read)		Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
5.10 Policy 0013 Title IX Grievance Process (First Read)		Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
5.11 Policy 4600 Use of District Credit Card (First Read)		Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
5.12 Policy 7200 Student Health and Dental Examinations (First Read)		Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
5.13 Approval of Community Use of Facilities Request with New York Mills PTSO – Craft Fair		Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___

5.14 Approval of Community Use of Facilities Request with New York Mills PTSO – Glow Activities		Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
5.15 Approval of Community Use of Facilities Request with New York Mills PTSO – Trunk or Treat		Yes	Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
6. K-12 REPORTS				
6.1 K-6 Principal	D. DiSpirito		Information	
6.2 7-12 Principal	T. Manley		Information	
7. SUPERINTENDENT'S REPORT				
7.1 Enrollment Update	M. LaGase	Yes	Information	
7.2 Superintendent's Update	M. LaGase		Information	
8. COMMUNICATIONS				
8.1 From the Floor -	District Clerk		Information	
Persons wishing to speak should first be recognized by the President, then identify themselves, any organization they may be representing at the meeting, and the agenda topic or other matter of public concern about our schools that they wish to discuss. Topics must be addressed one at a time with each individual's comments limited to three (3) minutes for a total of twelve (12) minutes designated for the public comment agenda item.				
8.2 Board Discussion	BOE		Discussion	
9. EXECUTIVE SESSION ** (If Needed)	BOE		Discussion/Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___

9.1 Return to General Session (time)	BOE		Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
10. ADJOURNMENT				
10.1 Adjournment			Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___

**§105. Conduct of executive sessions.

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

a. matters which will imperil the public safety if disclosed;

b. any matter which may disclose the identity of a law enforcement agent or informer;

c. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;

d. discussions regarding proposed, pending or current litigation;

e. collective negotiations pursuant to article fourteen of the civil service law;

f. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;

g. the preparation, grading or administration of examinations; and

h. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.

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

3.2 Business Office Reports

Extra Curricular Activity Monthly Report				
September 3, 2026- October 1, 2026				
Name	**Beginning Balance**	**Received**	**Payments**	**Ending Balance**
CLASS OF 2027	$6,459.92		$576.00	$5,883.92
CLASS OF 2028	$3,857.14		$252.00	$3,605.14
CLASS OF 2029	$4,099.64			$4,099.64
CLASS OF 2030	$4,713.61			$4,713.61
CLASS OF 2031	$2,142.50			$2,142.50
CLASS OF 2032	$0.00			$0.00
Varsity Club	$2,823.71			$2,823.71
Student Council	$2,599.26	$1,945.45	$400.00	$4,144.71
Nat. Honor Society	$6.16			$6.16
Yearbook Club	$8,985.36		$564.77	$8,420.59
Band Club	$110.72			$110.72
Drama Club	$9,466.99		$3,043.18	$6,423.81
HS CHORUS	$0.00			$0.00
Model UN	$735.21			$735.21
Tech Club	$63.82			$63.82
After Prom Party	$2,020.00			$2,020.00
Art Club	$184.00			$184.00
Green Team	$0.00			$0.00
TOTAL				$45,377.54

Reconcilation

Ending Book Balance

Returned Checks

Outstanding Checks

Deposits in Transit

Reconcilied Balance

Ending M&T Balance

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

TREASURER'S REPORT
August 31, 2026

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
August 31, 2026

	General Fund	GF Money Market	Restricted	NY Muni Trust	School Lunch	Sch Lunch Saving	Trust & Agency	Payroll	Capital Fund	Debt Service	Federal
Beginning Balance	$615,933.81	$1,002,698.09	$1,343,211.06	$1,747,901.18	$23,660.02	$44,188.78	$ -	$ -	$1,120,621.69	$1,475,804.90	$137,288.83
Receipts	$ 241,184.30	$ 1,829.92	$ 2,226.37	$5,234.59	$ 7.04	$ 68,918.33	$ 126,974.29	$ 89,241.20	$ 379.03	$ 2,446.14	$ 3,345.93
Disbursements	$ (232,178.31)	$ -	$ -	$0.00	$ -	$ -	$ (126,974.29)	$ (89,241.20)	$ (89,772.96)	$ -	$ (7,824.26)
Balance	$ 624,939.80	$ 1,004,528.01	$ 1,345,437.43	$ 1,753,135.77	$ 23,667.06	$ 113,107.11	$ -	$ -	$ 1,031,227.76	$ 1,478,251.04	$ 132,810.50
Bank Balance	$ 676,994.45	$ 1,004,528.01	$ 1,345,437.43	$ 1,753,135.77	$ 23,667.06	$ 113,107.11	$ -	$ 3,945.56	$ 1,137,398.32	$ 1,478,251.04	$ 129,504.08
Outstanding Checks	$ (48,748.23)			$ -	$ -	$ -		$ (3,945.56)	$ (106,170.56)	$ -	$ -
Reconciling Items	$ (3,306.42)	$ -		$ -	$ -	$ -	$ -	$ -			$ 3,306.42
Balance	$ 624,939.80	$ 1,004,528.01	$ 1,345,437.43	$ 1,753,135.77	$ 23,667.06	$ 113,107.11	$ -	$ -	$ 1,031,227.76	$ 1,478,251.04	$ 132,810.50

PREPARED BY

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

FROM: 08/01/26 TO: 8/31/2026

Total available balance as reported at the end of preceding period 615,933.81

RECEIPTS DURING MONTH

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

Date		Source	Amount
AUGUST	31	Interest Received	224.64
	7	Drug Subsidy- Retiree	13,926.26
	14	Transfer for Payoll	4,172.44
	14	Boces Supplemental Refund 25-26	13,469.02
	14	Commision- Ohio Pyle	4.22
	14	Drivers Ed	825.00
	14	DOH-Medicaid Reimbursement	204,910.90
	28	Transfer for Payoll	3,651.82
	1-31	Retiree Health Insurance Receipts	

Total Receipts 241,184.30

Total Receipts, including balance 241,184.30 857,118.11

DISBURSEMENTS MADE DURING MONTH

BY CHECK

From Check No.		To Check No.		
63025	Payroll Warrant 8-14	63025	$	239.42
63026	AP Warrant 8-14	63052	$	58,741.62
63053	Payroll Warrant 8-28	63053	$	239.42
63054	AP Warrant 8-28	63073	$	44,975.27

BY DEBIT CHARGE

OMNI Disbursements	498.58
Transfer for Payrolls	$126,475.71
Credit Card Debt Payment	1,008.29
Transfer to Federal	
	127,982.58

Total amount of checks issued and debit charges 232,178.31

Cash Balance as shown by records 624,939.80

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	676,994.45
Less total of outstanding checks - See Attached Nvision Report	(48,748.23)
Transfer to Federal	(3,306.42)
Net balance in bank	624,939.80

Total available balance $ 624,939.80

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

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 8/31/2026

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

Ending Bank Balance:		676,994.45
Outstanding Checks (See listing below):	-	48,748.23
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	3,306.42
Adjusted Ending Bank Balance:		624,939.80
Cash Account Balance:		624,939.80

Outstanding Check Listing

Check Date	Check Number	Payee	Amount
02/27/2026	62600	BRODY FOSTER	100.00
05/08/2026	62778	GENERAL PROPERTY MAINTENANCE	186.99
05/22/2026	62843	STRUCTURE MARKETING INC	80.00
05/29/2026	62850	COUGHLIN, BRIAN	385.00
07/17/2026	62978	NEW YORK MILLS PETTY CASH - KAYLYN CLARK	122.39
07/31/2026	63008	NEW HARTFORD HIGH SCHOOL	250.00
07/31/2026	63016	RFA X-COUNTRY RUNNING CLUB	200.00
08/14/2026	63027	AC SUPPLY	79.05
08/14/2026	63031	CONTROLLED WASTE SYSTEMS INC	741.80
08/14/2026	63032	DK OUTLET INC	17.88
08/14/2026	63035	HUMAN RESOURCE DIRECTIONS	225.00
08/14/2026	63037	LEAF, INC.	849.00
08/14/2026	63042	SCHOOL SPECIALTY LLC	296.43
08/28/2026	63053	COMM OF TAXATION & FINANCE	239.42
08/28/2026	63054	AMAZON CAPITAL SERVICES	1,376.13
08/28/2026	63055	AMPLIFY EDUCATION INC	12,111.47
08/28/2026	63056	BLICK ART MATERIALS LLC	1,823.83
08/28/2026	63057	BSN SPORTS	133.32
08/28/2026	63058	E-MATH INSTRUCTION	418.00
08/28/2026	63059	FIRST UNUM LIFE INSURANCE COMPANY	21.70
08/28/2026	63060	GRAINGER, INC.	94.52
08/28/2026	63061	HUMMEL'S OFFICE PLUS	1,089.39
08/28/2026	63062	INTERDYNE SYSTEMS	125.91
08/28/2026	63063	LAUX SPORTING GOODS	106.80
08/28/2026	63064	MOHAWK VALLEY WATER AUTHORITY	2,396.53
08/28/2026	63065	ORKIN	97.34
08/28/2026	63066	PIONEER ATHLETICS	399.97
08/28/2026	63067	PYRAMID SCHOOL PRODUCTS	240.96
08/28/2026	63068	STATE CHEMICAL SOLUTIONS	1,230.66
08/28/2026	63069	ULINE CO	2,170.28
08/28/2026	63070	USPS-POC	3,000.00
08/28/2026	63071	UTICA SPRAY & CHEMICAL COMPANY	2,645.50
08/28/2026	63072	VIRCO, INC.	15,436.88

NEW YORK MILLS UFSD

Bank Reconciliation for period ending on 8/31/2026

Check Date	Check Number	Payee		Amount
08/28/2026	63073	WARD'S SCIENCE		56.08
			Outstanding Check Total:	48,748.23

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: 08/01/26 TO: 8/31/26

Total available balance as reported at the end of preceding period				$1,002,698.09
RECEIPTS DURING MONTH				
(With breakdown of source including full amount of all short term loans)				
Date		Source	Amount	
AUGUST	31	Interest	1,829.92	
		Transfer from General		
		Total Receipts		$1,829.92
		Total Receipts, including balance		$1,004,528.01
DISBURSEMENTS MADE DURING MONTH				
BY CHECK				
From Check No.		To Check No	0.00	
BY DEBIT CHARGE		Transfer to General		
		(Total amount of debit charges)		-
		Cash Balance as shown by records		$1,004,528.01

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month (M&T)	1,004,528.01	
Amount of transfers in transit	0.00	
Net balance in bank	1,004,528.01	
Amount of deposit in transit	0.00	
Total available balance		$1,004,528.01
(Must agree with Cash Balance above if there is a true reconcilation)		

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: 08/01/26 TO: 8/31/26

Total available balance as reported at the end of preceding period $1,343,211.06

RECEIPTS DURING MONTH

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

Date		Source	Amount
AUGUST	31	Interest	2,226.37
		Transfer from General	

Total Receipts $2,226.37

Total Receipts, including balance $1,345,437.43

DISBURSEMENTS MADE DURING MONTH

BY DEBIT CHARGE

(Total amount of debit charges) $0.00

Cash Balance as shown by records $1,345,437.43

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	1,345,437.43	
Amount of transfers in transit	0.00	
Net balance in bank	1,345,437.43	
Amount of deposits in transit	0.00	
Total available balance		$1,345,437.43

(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: 08/01/26 TO: 8/31/26

Total available balance as reported at the end of preceding period $1,747,901.18

RECEIPTS DURING MONTH

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

Date		Source	Amount
AUGUST	31	Interest	5,234.59

Total Receipts 5,234.59

Total Receipts, including balance $1,753,135.77

DISBURSEMENTS MADE DURING MONTH

BY CHECK
From Check No. To Check No 0.00

BY DEBIT CHARGE 0.00

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

Cash Balance as shown by records $1,753,135.77

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	1,753,135.77	
Amount of transfers in transit	0.00	
Net balance in bank	1,753,135.77	
Amount of deposits in transit	0.00	
Total available balance (Must agree with Cash Balance above if there is a true reconcilation)		$1,753,135.77

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 7/1/2026 - 8/31/2026

Account	Description	Debits	Credits
A 200	CASH IN CHECKING	624,939.80	0.00
A 201 03	MUNICASH INVESTMENTS-NY	1,753,135.77	0.00
A 201 05	MONEY MARKET INVESTMENT	1,004,528.01	0.00
A 210	PETTY CASH	300.00	0.00
A 231 01	RESTRICTED RESERVES SAVINGS	1,345,437.43	0.00
A 391F	DUE FROM FEDERAL AID FUND	358,259.11	0.00
A 410	STATE & FEDERAL AID RECEIVABLE	595,200.90	0.00
A 510	ESTIMATED REVENUE	15,576,435.00	0.00
A 521	ENCUMBRANCES	1,490,747.26	0.00
A 522	EXPENDITURES	1,274,915.30	0.00
A 599	APPROPRIATED FUND BALANCE	3,052,843.84	0.00
A 630	DUE TO OTHER FUNDS	0.00	47,563.39
A 632	DUE TO STATE TEACHERS RETIREMENT	0.00	442,945.79
A 637	DUE TO EMPLOYEES RETIREMENT SYSTEM	0.00	53,897.00
A 720	GROUP HEALTH INSURANCE	0.00	74,829.46
A 720F	FLEX HEALTH	600.00	0.00
A 821	RESERVE FOR ENCUMBRANCES	0.00	1,490,747.26
A 827	RESERVE FOR NYSERS RETIREMENT CREDITS	0.00	509,564.00
A 864	RESERVE FOR TAX CERTIORARI	0.00	214,999.00
A 867	RESERVE FOR EMPLOYEE BENEFITS	0.00	421,620.00
A 878	CAPITAL RESERVE	0.00	814,925.52
A 878 01	CAPITAL RESERVE/TRANSPORTATION	0.00	386,182.25
A 882	RESERVE FOR REPAIRS	0.00	35,000.00
A 909	FUND BALANCE, UNRESERVED	0.00	552,843.84
A 910	APPROPRIATED FUND BALANCE	0.00	2,500,000.00
A 911	UNAPPROPRIATED FUND BALANCE	0.00	723,057.00
A 960	APPROPRIATIONS	0.00	18,629,278.84
A 980	REVENUES	0.00	179,889.07
	A Fund Totals:	**27,077,342.42**	**27,077,342.42**
	Grand Totals:	**27,077,342.42**	**27,077,342.42**

NEW YORK MILLS UFSD

Revenue Status Report By Function From 7/1/2026 To 8/31/2026

Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
A 1001	TAXES RECEIVABLE	8,017,785.00	0.00	8,017,785.00	0.00	8,017,785.00
A 1081	PAYMENTS IN LIEU OF TAXES	197,111.00	0.00	197,111.00	0.00	197,111.00
A 1085	STAR PROGRAM	655,320.00	0.00	655,320.00	0.00	655,320.00
A 1335	OTHER STUDENT FEES AND CHARGES	2,500.00	0.00	2,500.00	900.00	1,600.00
A 2401	INTEREST AND EARNINGS	100,000.00	0.00	100,000.00	20,124.17	79,875.83
A 2413	RENTAL OF REAL PROPERTY/BOCES	10,000.00	0.00	10,000.00	0.00	10,000.00
A 2450	COMMISSIONS	1,500.00	0.00	1,500.00	4.22	1,495.78
A 2650	SALE OF SCRAP & EXCESS MATERIALS	0.00	0.00	0.00	403.67	-403.67
A 2680	INSURANCE RECOVERIES	1,000.00	0.00	1,000.00	0.00	1,000.00
A 2700	RETIREE DRUG SUBSIDY	20,000.00	0.00	20,000.00	13,926.26	6,073.74
A 2701	REFUNDS FOR BOCES AIDED SERVICES	350,000.00	0.00	350,000.00	13,469.02	336,530.98
A 2703	REFUND OF PRIORS YRS EXPENSE	75,000.00	0.00	75,000.00	111,716.82	-36,716.82
A 2705	GIFTS AND DONATIONS	1,000.00	0.00	1,000.00	0.00	1,000.00
A 2770	UNCLASSIFIED OTHER REVENUE	75,000.00	0.00	75,000.00	0.00	75,000.00
A 3101	BASIC FORMULA	2,895,000.00	0.00	2,895,000.00	0.00	2,895,000.00
A 3101.001	EXCESS COST	900,000.00	0.00	900,000.00	0.00	900,000.00
A 3102	LOTTERY AID	585,000.00	0.00	585,000.00	0.00	585,000.00
A 3102..00.2	COMMERCIAL GAMING	275,000.00	0.00	275,000.00	0.00	275,000.00
A 3102.001	VLT LOTTERY GRANT	150,000.00	0.00	150,000.00	0.00	150,000.00
A 3103	BOARDS OF COOPERATIVE EDUCATIONAL S	1,195,000.00	0.00	1,195,000.00	0.00	1,195,000.00
A 3260	TEXTBOOKS	30,000.00	0.00	30,000.00	0.00	30,000.00
A 3262	COMPUTER SOFTWARE AID	8,000.00	0.00	8,000.00	0.00	8,000.00
A 3262.001	HARDWARE AID	8,500.00	0.00	8,500.00	0.00	8,500.00
A 3263	LIBRARY A/V LOAN PROGRAM	3,250.00	0.00	3,250.00	0.00	3,250.00
A 4601	MEDICAID REIMBURSEMENT	20,469.00	0.00	20,469.00	19,344.91	1,124.09
	A Totals:	**15,576,435.00**	**0.00**	**15,576,435.00**	**179,889.07**	**15,396,545.93**
	Grand Totals:	**15,576,435.00**	**0.00**	**15,576,435.00**	**179,889.07**	**15,396,545.93**

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2026 To 8/31/2026

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1010.400-00-0000	CONTRACTUAL		2,000.00	0.00	2,000.00	549.58	357.04	1,093.38
A 1010.404-00-0000	CONFERENCE FEES		5,000.00	0.00	5,000.00	850.00	0.00	4,150.00
A 1010.450-00-0000	OFFICE SUPPLIES		0.00	50.00	50.00	40.50	0.00	9.50
A 1010.490-00-0000	BOCES		5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
1010	**BOARD OF EDUCATION**	*	**12,000.00**	**50.00**	**12,050.00**	**1,440.08**	**357.04**	**10,252.88**
A 1040.400-00-0000	CONTRACTUAL		1,000.00	0.00	1,000.00	509.70	0.00	490.30
A 1040.406-00-0000	ADVERTISING		5,000.00	0.00	5,000.00	0.00	3,500.00	1,500.00
A 1040.450-00-0000	OFFICE SUPPLIES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
1040	**DISTRICT CLERK**	*	**7,000.00**	**0.00**	**7,000.00**	**509.70**	**3,500.00**	**2,990.30**
A 1060.408-00-0000	PERSONAL SERVICES		2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
1060	**DISTRICT MEETING**	*	**2,500.00**	**0.00**	**2,500.00**	**0.00**	**0.00**	**2,500.00**
10	**Consolidated Payroll**	**	**21,500.00**	**50.00**	**21,550.00**	**1,949.78**	**3,857.04**	**15,743.18**
A 1240.150-00-0000	PROFESSIONAL SALARIES		179,979.00	0.00	179,979.00	35,340.42	0.00	144,638.58
A 1240.160-00-0000	NON-INSTRUCT. SALARY		62,000.00	0.00	62,000.00	6,819.93	0.00	55,180.07
A 1240.400-00-0000	CONTRACTUAL		8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
A 1240.404-00-0000	CONFERENCE FEES		3,000.00	0.00	3,000.00	1,347.59	0.00	1,652.41
A 1240.409-00-0000	DUES		1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
A 1240.450-00-0000	OFFICE SUPPLIES		500.00	0.00	500.00	0.00	0.00	500.00
1240	**CHIEF SCHOOL OFFICE**	*	**254,979.00**	**0.00**	**254,979.00**	**43,507.94**	**0.00**	**211,471.06**
12		**	**254,979.00**	**0.00**	**254,979.00**	**43,507.94**	**0.00**	**211,471.06**
A 1310.160-00-0000	NON-INSTRUCT. SALARIES		109,596.00	0.00	109,596.00	20,692.73	0.00	88,903.27
A 1310.450-00-0000	OFFICE SUPPLIES		500.00	0.00	500.00	0.00	0.00	500.00
A 1310.490-00-0000	BOCES SERVICES		80,275.00	0.00	80,275.00	0.00	0.00	80,275.00
1310	**BUSINESS ADMINISTRATION**	*	**190,371.00**	**0.00**	**190,371.00**	**20,692.73**	**0.00**	**169,678.27**
A 1320.408-00-0000	AUDITING SERVICES		30,000.00	0.00	30,000.00	4,575.00	23,425.00	2,000.00
1320	**AUDITING**	*	**30,000.00**	**0.00**	**30,000.00**	**4,575.00**	**23,425.00**	**2,000.00**
A 1380.401-00-0000	SERVICE CONTRACTS		20,000.00	750.00	20,750.00	1,850.00	10,750.00	8,150.00
1380	**FISCAL AGENT FEE**	*	**20,000.00**	**750.00**	**20,750.00**	**1,850.00**	**10,750.00**	**8,150.00**
13		**	**240,371.00**	**750.00**	**241,121.00**	**27,117.73**	**34,175.00**	**179,828.27**
A 1420.408-00-0000	ATTORNEY SERVICES		45,000.00	0.00	45,000.00	864.00	26,361.00	17,775.00
A 1420.490-00-0000	BOCES		48,000.00	0.00	48,000.00	0.00	0.00	48,000.00
1420	**LEGAL**	*	**93,000.00**	**0.00**	**93,000.00**	**864.00**	**26,361.00**	**65,775.00**
A 1460.490-00-0000	RECORDS INFORMATION		7,500.00	0.00	7,500.00	0.00	0.00	7,500.00

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
1460	**RECORDS MANAGEMENT OFFICER**	*	**7,500.00**	**0.00**	**7,500.00**	**0.00**	**0.00**	**7,500.00**
A 1480.490-00-0000	PUBLIC INFOR SPEC.		65,000.00	50,000.00	115,000.00	0.00	50,000.00	65,000.00
1480	**PUBLIC INFORMATION & SERVICES**	*	**65,000.00**	**50,000.00**	**115,000.00**	**0.00**	**50,000.00**	**65,000.00**
14		**	**165,500.00**	**50,000.00**	**215,500.00**	**864.00**	**76,361.00**	**138,275.00**
A 1620.160-00-0000	NON INSTRUCT SALARIES		165,000.00	0.00	165,000.00	23,428.78	0.00	141,571.22
A 1620.200-00-0000	NEW EQUIPMENT		15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
A 1620.400-00-0000	CONTRACTUAL		47,500.00	0.00	47,500.00	0.00	0.00	47,500.00
A 1620.401-00-0000	SERVICE CONTRACTS		20,000.00	0.00	20,000.00	392.18	9,949.82	9,658.00
A 1620.416-00-0000	NATURAL GAS		85,000.00	0.00	85,000.00	9,412.67	47,087.33	28,500.00
A 1620.417-00-0000	ELECTRICITY		120,000.00	0.00	120,000.00	20,495.92	99,504.08	0.00
A 1620.418-00-0000	WATER		35,000.00	0.00	35,000.00	1,729.87	33,270.13	0.00
A 1620.450-00-0000	CLEANING SUPPLIES		20,000.00	0.00	20,000.00	3,772.31	11,027.69	5,200.00
1620	**OPERATION OF PLANT**	*	**507,500.00**	**0.00**	**507,500.00**	**59,231.73**	**200,839.05**	**247,429.22**
A 1621.160-00-0000	NON INSTRUCT SALARIES		165,000.00	0.00	165,000.00	14,696.88	0.00	150,303.12
A 1621.400-00-0000	CONTRACTUAL		50,000.00	0.00	50,000.00	7,952.86	7,516.40	34,530.74
A 1621.402-00-0000	REPAIRS		20,000.00	0.00	20,000.00	1,599.00	450.00	17,951.00
A 1621.450-00-0000	SUPPLIES & MATERIALS		35,000.00	0.00	35,000.00	3,509.18	10,681.98	20,808.84
A 1621.450-00-0508	GROUNDS		25,000.00	0.00	25,000.00	5,679.85	8,271.14	11,049.01
A 1621.490-00-0000	BOCES SERVICES		60,000.00	0.00	60,000.00	0.00	0.00	60,000.00
1621	**MAINTENANCE OF PLANT**	*	**355,000.00**	**0.00**	**355,000.00**	**33,437.77**	**26,919.52**	**294,642.71**
A 1670.400-00-0000	POSTAGE		16,000.00	0.00	16,000.00	3,696.98	8,803.02	3,500.00
A 1670.490-01-0000	PRINTING		95,000.00	25,000.00	120,000.00	0.00	25,000.00	95,000.00
1670	**CENTRAL PRINTING & MAILING**	*	**111,000.00**	**25,000.00**	**136,000.00**	**3,696.98**	**33,803.02**	**98,500.00**
16		**	**973,500.00**	**25,000.00**	**998,500.00**	**96,366.48**	**261,561.59**	**640,571.93**
A 1910.414-00-0000	INSURANCE		55,000.00	3,000.00	58,000.00	57,563.45	0.00	436.55
1910	**UNALLOCATED INSURANCE**	*	**55,000.00**	**3,000.00**	**58,000.00**	**57,563.45**	**0.00**	**436.55**
A 1964.400-00-0000	REFUND PROP. TAX		10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
1964	**REFUND ON REAL PROPERTY TAXES**	*	**10,000.00**	**0.00**	**10,000.00**	**0.00**	**0.00**	**10,000.00**
A 1981.490-00-0000	BOCES SERVICES		165,000.00	0.00	165,000.00	0.00	0.00	165,000.00
1981	**BOCES ADMINISTRATIVE COSTS**	*	**165,000.00**	**0.00**	**165,000.00**	**0.00**	**0.00**	**165,000.00**
19	**General Support**	**	**230,000.00**	**3,000.00**	**233,000.00**	**57,563.45**	**0.00**	**175,436.55**
1		***	**1,885,850.00**	**78,800.00**	**1,964,650.00**	**227,369.38**	**375,954.63**	**1,361,325.99**
A 2010.150-00-0000	INSTRUCTIONAL SALARIES		25,000.00	0.00	25,000.00	5,544.00	0.00	19,456.00

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2026 To 8/31/2026

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2010.490-00-0000	OTHER BOCES		61,000.00	0.00	61,000.00	0.00	0.00	61,000.00
2010	**CURRICULUM DEVEL & SUPERVISION**	*	**86,000.00**	**0.00**	**86,000.00**	**5,544.00**	**0.00**	**80,456.00**
A 2020.150-00-0000	INSTRUCTIONAL SALARIES		221,620.00	0.00	221,620.00	50,998.81	0.00	170,621.19
A 2020.160-00-0000	NON INSTRUCT. SALARIES		85,000.00	0.00	85,000.00	10,897.92	0.00	74,102.08
A 2020.403-02-0000	TRAVEL-MILEAGE		500.00	0.00	500.00	0.00	0.00	500.00
A 2020.403-03-0000	TRAVEL-MILEAGE		500.00	0.00	500.00	0.00	0.00	500.00
A 2020.404-02-0000	CONFERENCE		500.00	0.00	500.00	0.00	0.00	500.00
A 2020.404-03-0000	CONFERENCE		500.00	0.00	500.00	0.00	0.00	500.00
A 2020.450-02-0000	OFFICE SUPPLIES		1,000.00	0.00	1,000.00	122.39	0.00	877.61
A 2020.450-03-0000	OFFICE SUPPLIES		1,000.00	0.00	1,000.00	213.67	0.00	786.33
2020	**SUPERVISION-REGULAR SCHOOL**	*	**310,620.00**	**0.00**	**310,620.00**	**62,232.79**	**0.00**	**248,387.21**
A 2070.150-00-0000	INSERVICE SALARIES		30,000.00	0.00	30,000.00	0.00	0.00	30,000.00
A 2070.400-00-0000	CONTRACTUAL		5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
A 2070.490-00-0000	BOCES INSERVICE		20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
2070	**INSERVICE TRAINING-INSTRUCTION**	*	**55,000.00**	**0.00**	**55,000.00**	**0.00**	**0.00**	**55,000.00**
20	**Group Insurance**	**	**451,620.00**	**0.00**	**451,620.00**	**67,776.79**	**0.00**	**383,843.21**
A 2110.120-00-0000	INSTRUCTIONAL SALARIES K-3		875,650.00	0.00	875,650.00	0.00	0.00	875,650.00
A 2110.120-01-0000	INSTRUCTIONAL SALARIES 4-6		575,985.00	0.00	575,985.00	0.00	0.00	575,985.00
A 2110.130-00-0000	INSTRUCTIONAL 7-12		1,555,887.00	0.00	1,555,887.00	0.00	0.00	1,555,887.00
A 2110.130-01-0000	AFTER SCHOOL PROGRAM		35,000.00	0.00	35,000.00	560.00	0.00	34,440.00
A 2110.131-00-0000	HEALTH BUY-OUTS		20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
A 2110.140-00-0000	SUBSTITUTE SALARIES		195,000.00	0.00	195,000.00	0.00	0.00	195,000.00
A 2110.160-00-0000	NON INSTRUCT SALARIES		79,353.00	0.00	79,353.00	10,111.02	0.00	69,241.98
A 2110.200-02-0000	NEW EQUIPMENT		15,000.00	17,624.20	32,624.20	32,561.08	0.00	63.12
A 2110.200-03-0000	NEW EQUIPMENT		12,000.00	0.00	12,000.00	2,170.28	0.00	9,829.72
A 2110.400-02-0000	CONTRACTUAL		10,000.00	0.00	10,000.00	911.56	0.00	9,088.44
A 2110.400-03-0000	CONTRACTUAL		10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
A 2110.403-02-0000	TRAVEL-MILEAGE		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2110.403-03-0000	TRAVEL-MILEAGE		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2110.404-02-0000	CONFERENCE FEES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
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	84.79	14.30	300.91
A 2110.450-02-0002	INST SUPPLY-GRADE 2		400.00	0.00	400.00	367.67	28.60	3.73

Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.450-02-0003	INST SUPPLY-GRADE 3	400.00	0.00	400.00	68.12	9.59	322.29
A 2110.450-02-0004	INST SUPPLY-GRADE 4	400.00	0.00	400.00	37.08	7.64	355.28
A 2110.450-02-0005	INST SUPPLY-GRADE 5	400.00	0.00	400.00	0.00	0.00	400.00
A 2110.450-02-0006	INST SUPPLY-GRADE 6	600.00	0.00	600.00	254.19	3.77	342.04
A 2110.450-02-0007	INST SUPPLY ESL	200.00	0.00	200.00	0.00	0.00	200.00
A 2110.450-02-0013	INST SUPPLY-KNDG	400.00	0.00	400.00	206.40	26.29	167.31
A 2110.450-02-3000	INST SUPPLY-ART	1,000.00	0.00	1,000.00	164.01	11.68	824.31
A 2110.450-02-3050	STEM	200.00	0.00	200.00	90.93	0.00	109.07
A 2110.450-02-4000	INST SUPPLY-MUSIC	1,000.00	0.00	1,000.00	0.00	500.00	500.00
A 2110.450-02-4100	INST SUPPLY-PHYS ED.	2,200.00	0.00	2,200.00	0.00	0.00	2,200.00
A 2110.450-02-4200	INST-SUPPLY-REMEDIATION	600.00	0.00	600.00	19.37	65.80	514.83
A 2110.450-02-4700	INST SUPPLY-GENERAL	12,500.00	0.00	12,500.00	737.99	1,942.56	9,819.45
A 2110.450-03-3000	INST SUPPLY-ART	4,500.00	0.00	4,500.00	2,941.54	1,102.31	456.15
A 2110.450-03-3200	INST SUPPLY-BUSINESS ED.	200.00	0.00	200.00	72.97	0.00	127.03
A 2110.450-03-3400	INST SUPPLY-ENGLISH	600.00	0.00	600.00	112.46	0.00	487.54
A 2110.450-03-3500	INST SUPPLY-FOR LANGUAGE	400.00	0.00	400.00	40.58	0.00	359.42
A 2110.450-03-3600	INST SUPPLY-HEALTH	200.00	0.00	200.00	0.00	0.00	200.00
A 2110.450-03-3700	INST SUPPLY-HOME EC.	1,500.00	0.00	1,500.00	1,146.85	47.42	305.73
A 2110.450-03-3800	INST SUPPLY-INDUSTRIAL ART	3,500.00	0.00	3,500.00	554.23	2,695.46	250.31
A 2110.450-03-3900	INST SUPPLY-MATH	600.00	0.00	600.00	43.87	79.48	476.65
A 2110.450-03-4000	INST SUPPLY-MUSIC	6,000.00	0.00	6,000.00	408.42	5,012.06	579.52
A 2110.450-03-4100	INST SUPPLY-PHYS ED	400.00	0.00	400.00	150.37	206.11	43.52
A 2110.450-03-4300	INST SUPPLY-SCIENCE	5,000.00	0.00	5,000.00	4,143.94	305.88	550.18
A 2110.450-03-4400	INST SUPPLY-SOCIAL STUDY	600.00	0.00	600.00	503.23	1.70	95.07
A 2110.450-03-4700	INST SUPPLY-GENERAL	12,500.00	8,652.19	21,152.19	131.39	14,643.04	6,377.76
A 2110.473-00-0000	Charter School Tuition	45,000.00	21,701.95	66,701.95	0.00	66,701.95	0.00
A 2110.480-01-0000	TEXTBOOKS-OTHER SCHOOLS	1,000.00	0.00	1,000.00	418.00	0.00	582.00
A 2110.480-02-0006	TEXTBOOKS-GRADE 6	3,500.00	0.00	3,500.00	0.00	0.00	3,500.00
A 2110.480-02-4800	WORKBOOKS-ELEMENTARY	40,000.00	0.00	40,000.00	12,111.47	0.00	27,888.53
A 2110.480-03-2270	CONSUMABLE	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
A 2110.480-03-3400	TEXTBOOKS-ENGLISH	5,000.00	530.58	5,530.58	759.23	530.58	4,240.77
A 2110.480-03-4400	TEXTBOOKS-SOCIAL STUDY	1,100.00	0.00	1,100.00	771.12	284.58	44.30
A 2110.490-00-0000	BOCES SERVICES	850,000.00	0.00	850,000.00	0.00	0.00	850,000.00

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
2110	**TEACHING-REGULAR SCHOOL**	*	**4,396,175.00**	**48,508.92**	**4,444,683.92**	**72,654.16**	**94,220.80**	**4,277,808.96**
21	**New York State Income Tax**	**	**4,396,175.00**	**48,508.92**	**4,444,683.92**	**72,654.16**	**94,220.80**	**4,277,808.96**
A 2250.150-00-0000	INSTRUCTIONAL SALARIES		640,509.00	0.00	640,509.00	0.00	0.00	640,509.00
A 2250.160-00-0000	NON INSTRUCT SALARIES		165,000.00	0.00	165,000.00	2,298.15	0.00	162,701.85
A 2250.200-00-0000	NEW EQUIPMENT		2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
A 2250.400-00-0000	CONTRACTUAL		20,000.00	0.00	20,000.00	0.00	16,500.00	3,500.00
A 2250.404-00-0000	CONFERENCE FEES		250.00	0.00	250.00	0.00	0.00	250.00
A 2250.450-00-0000	INSTRUCT. SUPPLIES		3,000.00	0.00	3,000.00	858.91	147.25	1,993.84
A 2250.470-00-0000	TUITION		500,000.00	187,756.88	687,756.88	2,154.00	635,602.88	50,000.00
A 2250.490-00-0000	BOCES SERVICES		1,905,000.00	215,579.44	2,120,579.44	0.00	215,579.44	1,905,000.00
2250	**PROGRAMS-STUDENTS W/ DISABIL**	*	**3,236,259.00**	**403,336.32**	**3,639,595.32**	**5,311.06**	**867,829.57**	**2,766,454.69**
A 2280.150-00-0000	INSTRUCTIONAL SALARIES		78,230.00	0.00	78,230.00	0.00	0.00	78,230.00
A 2280.490-00-0000	BOCES SERVICES		525,000.00	0.00	525,000.00	0.00	0.00	525,000.00
2280	**OCCUPATIONAL EDUCATION**	*	**603,230.00**	**0.00**	**603,230.00**	**0.00**	**0.00**	**603,230.00**
22	**Federal Income Tax**	**	**3,839,489.00**	**403,336.32**	**4,242,825.32**	**5,311.06**	**867,829.57**	**3,369,684.69**
A 2330.490-00-0000	BOCES-SPECIAL SCHOOL		66,000.00	0.00	66,000.00	0.00	0.00	66,000.00
2330	**TEACHING-SPECIAL SCHOOLS**	*	**66,000.00**	**0.00**	**66,000.00**	**0.00**	**0.00**	**66,000.00**
23	**Income Executions**	**	**66,000.00**	**0.00**	**66,000.00**	**0.00**	**0.00**	**66,000.00**
A 2610.150-00-0000	INSTRUCTIONAL SALARIES		95,000.00	0.00	95,000.00	0.00	0.00	95,000.00
A 2610.160-00-0000	NON INSTRUCT SALARIES		35,000.00	0.00	35,000.00	0.00	0.00	35,000.00
A 2610.460-00-0000	STATE AIDED LIBRARY MATERIALS		4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
A 2610.490-00-0000	BOCES SERVICES		45,000.00	0.00	45,000.00	0.00	0.00	45,000.00
2610	**SCHOOL LIBRARY & AUDIOVISUAL**	*	**179,000.00**	**0.00**	**179,000.00**	**0.00**	**0.00**	**179,000.00**
A 2630.220-00-0000	STATE AIDED EQUIPMENT		10,000.00	0.00	10,000.00	1,874.37	0.00	8,125.63
A 2630.450-00-0000	SUPPLIES		5,000.00	0.00	5,000.00	1,826.04	0.00	3,173.96
A 2630.460-00-0000	STATE AIDED SOFTWARE		9,500.00	0.00	9,500.00	3,025.00	2,824.50	3,650.50
A 2630.490-00-0000	BOCES		775,000.00	0.00	775,000.00	0.00	0.00	775,000.00
2630	**COMPUTER ASSISTED INSTRUCTION**	*	**799,500.00**	**0.00**	**799,500.00**	**6,725.41**	**2,824.50**	**789,950.09**
26	**Social Security Tax**	**	**978,500.00**	**0.00**	**978,500.00**	**6,725.41**	**2,824.50**	**968,950.09**
A 2810.150-00-0000	INSTRUCTIONAL SALARIES		75,000.00	0.00	75,000.00	3,148.80	0.00	71,851.20
A 2810.160-00-0000	NON INSTRUCT SALARIES		35,500.00	0.00	35,500.00	7,066.56	0.00	28,433.44
A 2810.404-00-0000	CONFERENCE FEES		500.00	0.00	500.00	0.00	0.00	500.00
A 2810.450-00-0000	INTRUCTIONAL SUPPLIES		1,000.00	0.00	1,000.00	90.09	0.00	909.91

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2810.490-00-0000	BOCES SERVICES		118,000.00	0.00	118,000.00	0.00	0.00	118,000.00
2810	**GUIDANCE-REGULAR SCHOOL**	*	**230,000.00**	**0.00**	**230,000.00**	**10,305.45**	**0.00**	**219,694.55**
A 2815.160-00-0000	NON INSTRUCT SALARIES		52,000.00	0.00	52,000.00	3,644.88	0.00	48,355.12
A 2815.400-00-0000	CONTRACTUAL		2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
A 2815.405-02-0000	PRINTING-ELEMENTARY		3,000.00	0.00	3,000.00	417.06	0.00	2,582.94
A 2815.405-03-0000	PRINTING-HIGH SCHOOL		3,000.00	0.00	3,000.00	0.00	1,025.95	1,974.05
A 2815.490-00-0000	BOCES SERVICES		22,000.00	0.00	22,000.00	0.00	0.00	22,000.00
2815	**HEALTH SERVICES-REGULAR SCHOOL**	*	**82,000.00**	**0.00**	**82,000.00**	**4,061.94**	**1,025.95**	**76,912.11**
A 2820.490-00-0000	BOCES SERVICES		55,000.00	0.00	55,000.00	0.00	0.00	55,000.00
2820	**PSYCHOLOGICAL SRVC-REG SCHOOL**	*	**55,000.00**	**0.00**	**55,000.00**	**0.00**	**0.00**	**55,000.00**
A 2825.150-00-0000	SOCIAL WORKER		60,000.00	0.00	60,000.00	0.00	0.00	60,000.00
2825	**SOCIAL WORK SRVC-REG SCHOOL**	*	**60,000.00**	**0.00**	**60,000.00**	**0.00**	**0.00**	**60,000.00**
A 2830.400-00-0000	SRO OFFICER		55,000.00	0.00	55,000.00	0.00	0.00	55,000.00
2830	**PUPIL PERSONNEL SRVC-SPEC SCHL**	*	**55,000.00**	**0.00**	**55,000.00**	**0.00**	**0.00**	**55,000.00**
A 2850.150-00-0000	INSTRUCTIONAL SALARIES		97,525.00	0.00	97,525.00	0.00	0.00	97,525.00
A 2850.400-00-0000	CONTRACTUAL		2,500.00	0.00	2,500.00	865.00	95.00	1,540.00
A 2850.450-00-0000	SUPPLIES		2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
2850	**CO-CURRICULAR ACTIV-REG SCHL**	*	**102,525.00**	**0.00**	**102,525.00**	**865.00**	**95.00**	**101,565.00**
A 2855.150-00-0000	INSTRUCTIONAL SALARIES		160,650.00	0.00	160,650.00	0.00	0.00	160,650.00
A 2855.160-00-0000	NON INSTRUCT SALARIES		10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
A 2855.200-00-0000	NEW EQUIPMENT		15,000.00	0.00	15,000.00	231.95	0.00	14,768.05
A 2855.400-00-0000	CONTRACTUAL		10,000.00	264.00	10,264.00	0.00	4,415.81	5,848.19
A 2855.403-00-0000	TRAVEL-MILEAGE		3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 2855.409-00-0000	DUES		5,000.00	0.00	5,000.00	1,750.00	0.00	3,250.00
A 2855.410-00-0000	RENTAL		5,000.00	0.00	5,000.00	0.00	1,500.00	3,500.00
A 2855.411-00-0000	OFFICIALS		45,000.00	0.00	45,000.00	0.00	0.00	45,000.00
A 2855.413-00-0000	TOURNAMENT FEES		8,000.00	0.00	8,000.00	700.00	0.00	7,300.00
A 2855.450-00-0000	INSTRUCT. SUPPLIES		30,000.00	230.00	30,230.00	252.18	364.70	29,613.12
A 2855.450-00-0014	UNIFORMS		20,000.00	0.00	20,000.00	0.00	3,912.50	16,087.50
2855	**INTERSCHOL ATHLETICS-REG SCHL**	*	**311,650.00**	**494.00**	**312,144.00**	**2,934.13**	**10,193.01**	**299,016.86**
28	**New York City Income Tax**	**	**896,175.00**	**494.00**	**896,669.00**	**18,166.52**	**11,313.96**	**867,188.52**
2		***	**10,627,959.00**	**452,339.24**	**11,080,298.24**	**170,633.94**	**976,188.83**	**9,933,475.47**
A 5510.160-00-0000	NON INSTRUCT SALARIES		405,000.00	0.00	405,000.00	11,694.02	0.00	393,305.98

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2026 To 8/31/2026

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 5510.161-00-0000	NON INSTRUCT SALARIES		75,000.00	0.00	75,000.00	10,354.40	0.00	64,645.60
A 5510.210-00-0000	NEW BUSES		286,876.00	800.00	287,676.00	287,609.57	0.00	66.43
A 5510.400-00-0000	CONTRACTUAL		7,500.00	3,021.62	10,521.62	319.80	3,401.82	6,800.00
A 5510.414-00-0000	INSURANCE		29,500.00	0.00	29,500.00	28,874.00	0.00	626.00
A 5510.450-00-0000	BUS REPAIR SUPPLIES		24,250.00	0.00	24,250.00	787.59	12,458.42	11,003.99
A 5510.450-00-0509	DIESEL		60,000.00	17,691.48	77,691.48	5,553.02	72,138.46	0.00
A 5510.490-00-0000	BOCES SERVICES		2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
5510	**DISTRICT TRANSPORT-MEDICAID**	*	**890,126.00**	**21,513.10**	**911,639.10**	**345,192.40**	**87,998.70**	**478,448.00**
A 5530.414-00-0000	INSURANCE		9,500.00	0.00	9,500.00	9,500.00	0.00	0.00
A 5530.416-00-0000	NATURAL GAS		25,500.00	0.00	25,500.00	4,437.40	21,062.60	0.00
A 5530.417-00-0000	ELECTRICITY		20,000.00	0.00	20,000.00	3,333.00	16,667.00	0.00
A 5530.418-00-0000	WATER		10,000.00	0.00	10,000.00	666.66	9,333.34	0.00
A 5530.450-00-0000	BUS GARAGE SUPPLIES		3,500.00	0.00	3,500.00	47.94	476.06	2,976.00
5530	**GARAGE BUILDING**	*	**68,500.00**	**0.00**	**68,500.00**	**17,985.00**	**47,539.00**	**2,976.00**
55		**	**958,626.00**	**21,513.10**	**980,139.10**	**363,177.40**	**135,537.70**	**481,424.00**
5		***	**958,626.00**	**21,513.10**	**980,139.10**	**363,177.40**	**135,537.70**	**481,424.00**
A 9010.800-00-0000	EMPLOYEE RETIREMENT		295,187.00	0.00	295,187.00	0.00	0.00	295,187.00
9010	**STATE RETIREMENT**	*	**295,187.00**	**0.00**	**295,187.00**	**0.00**	**0.00**	**295,187.00**
A 9020.800-00-0000	TEACHER RETIREMENT		615,888.00	0.00	615,888.00	0.00	0.00	615,888.00
9020	**TEACHERS' RETIREMENT**	*	**615,888.00**	**0.00**	**615,888.00**	**0.00**	**0.00**	**615,888.00**
A 9030.800-00-0000	SOCIAL SECURITY		526,555.00	0.00	526,555.00	24,349.40	0.00	502,205.60
9030	**SOCIAL SECURITY**	*	**526,555.00**	**0.00**	**526,555.00**	**24,349.40**	**0.00**	**502,205.60**
A 9040.800-00-0000	WORKERS COMP.		48,500.00	0.00	48,500.00	32,042.45	0.00	16,457.55
9040	**WORKERS' COMPENSATION**	*	**48,500.00**	**0.00**	**48,500.00**	**32,042.45**	**0.00**	**16,457.55**
A 9050.800-00-0000	UNEMPLOYMENT INS.		10,000.00	0.00	10,000.00	0.00	5,000.00	5,000.00
9050	**UNEMPLOYMENT INSURANCE**	*	**10,000.00**	**0.00**	**10,000.00**	**0.00**	**5,000.00**	**5,000.00**
A 9055.800-00-0000	DISABILITY INSURANCE		2,000.00	191.50	2,191.50	43.40	148.10	2,000.00
9055	**DISABILITY INSURANCE**	*	**2,000.00**	**191.50**	**2,191.50**	**43.40**	**148.10**	**2,000.00**
A 9060.800-00-0000	HEALTH INSURANCE		2,100,000.00	0.00	2,100,000.00	457,299.33	0.00	1,642,700.67
9060	**HOSPITAL, MEDICAL & DENTAL INS**	*	**2,100,000.00**	**0.00**	**2,100,000.00**	**457,299.33**	**0.00**	**1,642,700.67**
90		**	**3,598,130.00**	**191.50**	**3,598,321.50**	**513,734.58**	**5,148.10**	**3,079,438.82**
A 9711.600-00-0000	SERIAL BOND-PRINCPAL-CONSTRUCTION		455,000.00	0.00	455,000.00	0.00	0.00	455,000.00
A 9711.700-00-0000	SERIAL BOND-INTEREST-CONSTRUCTION		318,884.00	0.00	318,884.00	0.00	0.00	318,884.00

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2026 To 8/31/2026

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
9711	**SERIAL BOND**	*	**773,884.00**	**0.00**	**773,884.00**	**0.00**	**0.00**	**773,884.00**
A 9789.600-00-0000	OTHER DEBT-EPC PRINCIPAL		81,726.00	0.00	81,726.00	0.00	0.00	81,726.00
A 9789.700-00-0000	OTHER DEBT-EPC INTEREST		35,260.00	0.00	35,260.00	0.00	0.00	35,260.00
9789	**Other Debt (Specify)**	*	**116,986.00**	**0.00**	**116,986.00**	**0.00**	**0.00**	**116,986.00**
97	**Endowment, Scholarship and Gift Fund**	**	**890,870.00**	**0.00**	**890,870.00**	**0.00**	**0.00**	**890,870.00**
A 9901.950-00-0000	TRANSFER-SPECIAL AID		15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
9901	**TRANSFER TO SPECIAL AID**	*	**15,000.00**	**0.00**	**15,000.00**	**0.00**	**0.00**	**15,000.00**
A 9950.900-00-0000	TRANSFER-CAPITAL FUND		100,000.00	0.00	100,000.00	0.00	0.00	100,000.00
9950	**TRANSFER TO CAPITAL**	*	**100,000.00**	**0.00**	**100,000.00**	**0.00**	**0.00**	**100,000.00**
99		**	**115,000.00**	**0.00**	**115,000.00**	**0.00**	**0.00**	**115,000.00**
9		***	**4,604,000.00**	**191.50**	**4,604,191.50**	**513,734.58**	**5,148.10**	**4,085,308.82**
	Fund ATotals:		**18,076,435.00**	**552,843.84**	**18,629,278.84**	**1,274,915.30**	**1,492,829.26**	**15,861,534.28**
	Grand Totals:		**18,076,435.00**	**552,843.84**	**18,629,278.84**	**1,274,915.30**	**1,492,829.26**	**15,861,534.28**

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

For the period

FROM: 08/01/26 TO: 8/31/26

Total available balance as reported at the end of preceding period $23,660.02

RECEIPTS DURING MONTH

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

Date	Source	Amount
AUGUST	31 Interest	7.04

Total Receipts 7.04

Total Receipts, including balance $23,667.06

DISBURSEMENTS MADE DURING MONTH

BY CHECK
From Check No. To Check No

BY DEBIT CHARGE

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

Cash Balance as shown by records $23,667.06

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	23,667.06	
Less total of outstanding checks		
Net balance in bank	23,667.06	
Amount of deposits in transit		
Total available balance (Must agree with Cash Balance above if there is a true reconcilation)		$23,667.06

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 8/31/2026

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

Ending Bank Balance:		23,667.06
Outstanding Checks (See listing below):	-	0.00
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00
Adjusted Ending Bank Balance:		23,667.06
Cash Account Balance:		23,667.06

Outstanding Check Listing

Check Date	Check Number	Payee	Amount
		Outstanding Check Total:	0.00

Prepared By

Approved By

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

For the period

FROM: 08/01/26 TO: August 31, 2026

Total available balance as reported at the end of preceding period	$44,188.78

RECEIPTS DURING MONTH

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

Date		Source	Amount	
AUGUST	31	Interest	146.76	
		Boces- School Lunch Rental	68,771.57	
		Total Receipts		68,918.33
		Total Receipts, including balance		$113,107.11

DISBURSEMENTS MADE DURING MONTH

BY DEBIT CHARGE

Transfer to Checking

(Total amount of debit charges)	$0.00
Cash Balance as shown by records	$113,107.11

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	113,107.11	
Amount of transfers in transit	0.00	
Net balance in bank	113,107.11	
Amount of Transfers in transit	0.00	
Total available balance		$113,107.11

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

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

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

CLERK OF BOARD OF EDUCATION

PREPARED BY

TREASURER OF SCHOOL DISTRICT

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2026 - 8/31/2026

Account	Description		Debits	Credits
C 200	CASH IN CHECKING		23,667.06	0.00
C 201	CASH IN TIME DEPOSITS		113,107.11	0.00
C 210	PETTY CASH		20.00	0.00
C 911	UNAPPROPRIATED FUND BALANCE		0.00	67,788.29
C 980	REVENUES		0.00	69,005.88
		C Fund Totals:	**136,794.17**	**136,794.17**
		Grand Totals:	**136,794.17**	**136,794.17**

NEW YORK MILLS UFSD

Revenue Status Report By Function From 7/1/2026 To 8/31/2026

Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
C 2401	INTEREST AND EARNINGS	0.00	0.00	0.00	234.31	-234.31
C 2770	MISCELLANEOUS REVENUE	0.00	0.00	0.00	137,543.14	-137,543.14
	C Totals:	**0.00**	**0.00**	**0.00**	**137,777.45**	**-137,777.45**
	Grand Totals:	**0.00**	**0.00**	**0.00**	**137,777.45**	**-137,777.45**

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

For the period

FROM: 08/01/26 TO: August 31, 2026

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	
AUGUST	14	Transfers from General for Payroll	57,774.92	
	28	Transfers from General for Payroll	69,199.37	
		Transfers from General for Payroll		
		Total Receipts		$126,974.29
		Total Receipts, including balance		$126,974.29

DISBURSEMENTS MADE DURING MONTH

BY DEBIT CHARGE	Transfers for Payroll Checks and Direct Deposits	89,241.20	
	Federal Taxes	$30,397.22	
	State Taxes	5,387.32	
	OMNI	498.58	
	Aug ERS	1,449.97	
	(Total amount of checks issued and debit charges)		126,974.29
	Cash Balance as shown by records		($0.00)

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	-	
	-	
ERS Outstanding		
ERS Refund		
Payroll in Transit		
Amount of transfers in transit	-	
Total available balance		$0.00

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

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

CLERK OF BOARD OF EDUCATION

PREPARED BY

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

TREASURER OF SCHOOL DISTRICT

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

For the period

FROM: 08/01/26 TO: 8/31/26

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
AUGUST	14	Net Payroll	40,759.97
	28	Net Payroll	48,481.23

Total Receipts 89,241.20

Total Receipts, including balance 89,241.20

DISBURSEMENTS MADE DURING MONTH

BY CHECK
From Check No. 101245 To Check No. 101316 6,455.82

BY DEBIT CHARGE Direct Deposits 82,785.38

(Total amount of checks issued and debit charges) 89,241.20

Cash Balance as shown by records -

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	3,945.56	
Less total of outstanding checks (See attached Nvision report)	(3,945.56)	
	-	
Net balance in bank	-	
	-	
Total available balance (Must agree with Cash Balance above if there is a true reconcilation)		-

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 8/31/2026

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

Ending Bank Balance:		3,945.56
Outstanding Checks (See listing below):	-	3,945.56
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
12/19/2025	99502	DEBORAH LUVERA	166.23
01/30/2026	99838	DEBORAH LUVERA	55.41
06/18/2026	999822	GIANNA SLATTERY	0.00
07/17/2026	101194	MICHAEL C. KEATING	92.35
07/31/2026	101219	Joyce Alexander	379.99
07/31/2026	101228	TODD A. MANLEY	3,488.42
07/31/2026	101237	JOYCE BATES	2,059.60
08/14/2026	101245	Joyce Alexander	235.96
08/14/2026	101262	JOYCE BATES	2,034.57
08/28/2026	101274	Joyce Alexander	461.37
08/28/2026	101299	JOYCE BATES	1,365.51
08/28/2026	101300	JOYCE BATES	2,084.61
08/28/2026	101303	AUDREY E. FOOTE	273.80
		Outstanding Check Total:	3,945.56

Prepared By

Approved By

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

For the period

FROM: 08/01/26 TO: 8/31/26

Total available balance as reported at the end of preceding period $1,120,621.69

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

Date		Source	Amount
AUGUST	31	Interest	379.03

Total Receipts $379.03

Total Receipts, including balance $1,121,000.72

DISBURSEMENTS MADE DURING MONTH

BY CHECK
From Check No. 2291 To Check No 2293 89,772.96

BY DEBIT CHARGE Transfer to General

(Total amount of checks issued and debit charges) $89,772.96

Cash Balance as shown by records $1,031,227.76

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	1,137,398.32	
Less total of outstanding checks	(106,170.56)	
Net balance in bank	1,031,227.76	
Total available balance (Must agree with Cash Balance above if there is a true reconcilation)		$1,031,227.76

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 8/31/2026

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

Ending Bank Balance:		1,137,398.32
Outstanding Checks (See listing below):	-	106,170.56
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00
Adjusted Ending Bank Balance:		1,031,227.76
Cash Account Balance:		1,031,227.76

Outstanding Check Listing

Check Date	Check Number	Payee	Amount
06/18/2026	2277	BEEBE CONSTRUCTION SERVICES INC	62,849.19
06/18/2026	2278	BEEBE CONSTRUCTION SERVICES INC	3,307.85
07/17/2026	2283	C & S COMPANIES	17,678.07
07/31/2026	2285	C & S ENGINEERS INC	17,678.07
07/31/2026	2286	E-J ELECTRIC	28,141.65
07/31/2026	2287	HJ BRANDELES CORP.	22,420.00
07/31/2026	2288	KNAPP ELECTRIC INC	9,903.75
07/31/2026	2289	MURNANE BUILDING CONTRACTORS, INC	81,135.89
07/31/2026	2290	RICHARD E. ALEXANDER CO., INC	127,684.28
08/14/2026	2291	E-J ELECTRIC	29,591.89
08/14/2026	2292	RICHARD E. ALEXANDER CO., INC	37,845.62
08/28/2026	2293	KNAPP ELECTRIC INC	22,335.45
		Outstanding Check Total:	106,170.56

Prepared By

Approved By

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2026 - 8/31/2026

Account	Description		Debits	Credits
H 200	CASH IN CHECKING		1,031,227.76	0.00
H 521	ENCUMBRANCES		70,856.70	0.00
H 522	EXPENDITURES		424,648.12	0.00
H 599	APPROPRIATED FUND BALANCE		68,606.70	0.00
H 630	DUE TO OTHER FUNDS		0.00	15,197.92
H 821	RESERVE FOR ENCUMBRANCES		0.00	70,856.70
H 911	UNAPPROPRIATED FUND BALANCE		0.00	1,440,677.96
H 960	APPROPRIATIONS		0.00	68,606.70
		H Fund Totals:	**1,595,339.28**	**1,595,339.28**
		Grand Totals:	**1,595,339.28**	**1,595,339.28**

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2026 To 8/31/2026

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
H 0002.020-240	$5Mil CAPITAL PROJECT-CONTRACTUAL		0.00	8,930.09	8,930.09	35,356.14	11,180.09	-37,606.14
H 0002.020-245	$5Mil CAPITAL PROJECT-ARCHITECT		0.00	52,388.75	52,388.75	0.00	52,388.75	0.00
H 0002.020-293	$5Mil CAPITAL PROJECT-CONTRUCTION		0.00	7,287.86	7,287.86	246,665.79	7,287.86	-246,665.79
H 0002.020-294	$5Mil CAPITAL PROJECT-HVAC		0.00	0.00	0.00	30,233.45	0.00	-30,233.45
H 0002.020-295	$5Mil CAPITAL PROJECT-PLUMBING		0.00	0.00	0.00	22,420.00	0.00	-22,420.00
H 0002.020-296	$5mil CAPITAL PROJECT-ELECTRICAL		0.00	0.00	0.00	89,972.74	0.00	-89,972.74
H 0002.022-294	CAPITAL OUTLAY CONSTRUCTION		0.00	0.00	0.00	0.00	0.00	0.00
0002		*	**0.00**	**68,606.70**	**68,606.70**	**424,648.12**	**70,856.70**	**-426,898.12**
00		**	**0.00**	**68,606.70**	**68,606.70**	**424,648.12**	**70,856.70**	**-426,898.12**
0		***	**0.00**	**68,606.70**	**68,606.70**	**424,648.12**	**70,856.70**	**-426,898.12**
	Fund HTotals:		**0.00**	**68,606.70**	**68,606.70**	**424,648.12**	**70,856.70**	**-426,898.12**
	Grand Totals:		**0.00**	**68,606.70**	**68,606.70**	**424,648.12**	**70,856.70**	**-426,898.12**

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

For the period

FROM: 08/01/26 TO: 8/31/26

Total available balance as reported at the end of preceding period $1,475,804.90

RECEIPTS DURING MONTH

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

Date		Source	Amount
AUGUST	31	Interest	2,446.14

Total Receipts $2,446.14

Total Receipts, including balance $1,478,251.04

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 $1,478,251.04

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	1,478,251.04	
Amount of transfers in transit		
Net balance in bank	1,478,251.04	
Amount of transfers in transit		
Total available balance (Must agree with Cash Balance above if there is a true reconcilation)		$1,478,251.04

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

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

CLERK OF THE BOARD OF EDUCATION

TREASURER OF SCHOOL DISTRICT

PREPARED BY

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2026 - 8/31/2026

Account	Description		Debits	Credits
V 231	CASH IN TIME-SPECIAL RESERVES		1,478,251.04	0.00
V 391	DUE FROM OTHER FUNDS		15,197.92	0.00
V 911	UNAPPROPRIATED FUND BALANCE		0.00	1,487,714.70
V 980	REVENUES		0.00	5,734.26
		V Fund Totals:	**1,493,448.96**	**1,493,448.96**
		Grand Totals:	**1,493,448.96**	**1,493,448.96**

NEW YORK MILLS UFSD

Revenue Status Report By Function From 7/1/2026 To 8/31/2026

Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
V 2401	INTERST AND EARNINGS	0.00	0.00	0.00	5,734.26	-5,734.26
	V Totals:	**0.00**	**0.00**	**0.00**	**5,734.26**	**-5,734.26**
	Grand Totals:	**0.00**	**0.00**	**0.00**	**5,734.26**	**-5,734.26**

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

For the period

FROM: 08/01/26 TO: 8/31/26

Total available balance as reported at the end of preceding period $137,288.83

RECEIPTS DURING MONTH

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

Date		Source	Amount
AUGUST	31	Interest	39.51
		Federal Aid Received	3,306.42

Total Receipts $3,345.93

Total Receipts, including balance $140,634.76

DISBURSEMENTS MADE DURING MONTH

BY CHECK
From Check No. To Check No.

BY DEBIT CHARGE Transfer to General for Payroll $7,824.26

(Total amount of checks issued and debit charges) $7,824.26

Cash Balance as shown by records $132,810.50

RECONCILIATION WITH BANK STATEMENT

Balance given on bank statement, end of month	129,504.08
Less total of outstanding checks	
Federal Aid in Transit	3,306.42
Net balance in bank	132,810.50

Total available balance $132,810.50
(Must agree with Cash Balance above if there is a true reconcilation)

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 7/1/2026 - 6/30/2027

Account	Description		Debits	Credits	Balance	
F016 200	CASH IN CHECKING		0.00	24,580.00	24,580.00	CR
F022 200	CASH - TITLE I PT A 21/22		358,259.11	0.00	358,259.11	
F026 200	CASH IN CHECKING		0.00	19,350.39	19,350.39	CR
F036 200	CASH IN CHECKING		0.00	96,420.00	96,420.00	CR
F046 200	CASH IN CHECKING		0.00	5,228.00	5,228.00	CR
F056 200	CASH IN CHECKING		0.00	1,427.00	1,427.00	CR
F076 200	CASH IN CHECKING		0.00	1,000.00	1,000.00	CR
F086 200	CASH IN CHECKING SUMMER 25/26		83,336.48	150,017.62	66,681.14	CR
F087 200	CASH IN CHECKING		0.00	10,762.08	10,762.08	CR
		200 Totals:	**441,595.59**	**308,785.09**	**132,810.50**	
F026 391	DUE FROM OTHER FUNDS		71.39	0.00	71.39	
F036 391	DUE FROM OTHER FUNDS		47,492.00	0.00	47,492.00	
		391 Totals:	**47,563.39**	**0.00**	**47,563.39**	
F016 410	STATE & FEDERAL AID RECEIVABLE		24,580.00	0.00	24,580.00	
F026 410	STATE & FEDERAL AID RECEIVABLE		19,279.00	0.00	19,279.00	
F036 410	STATE & FEDERAL AID RECEIVABLE		48,928.00	0.00	48,928.00	
F046 410	STATE & FEDERAL AID RECEIVABLE		5,228.00	0.00	5,228.00	
F056 410	STATE & FEDERAL AID RECEIVABLE		1,427.00	0.00	1,427.00	
F076 410	STATE & FEDERAL AID RECEIVABLE		1,000.00	0.00	1,000.00	
F086 410	STATE & FEDERAL AID RECEIVABLE		150,017.62	83,336.48	66,681.14	
		410 Totals:	**250,459.62**	**83,336.48**	**167,123.14**	
F087 522	EXPENDITURES		10,762.08	0.00	10,762.08	
		522 Totals:	**10,762.08**	**0.00**	**10,762.08**	
F022 630	DUE TO OTHER FUNDS - TITLE I PT A		0.00	358,259.11	358,259.11	CR
		630 Totals:	**0.00**	**358,259.11**	**-358,259.11**	
		Grand Totals:	**750,380.68**	**750,380.68**	**0.00**	

NEW YORK MILLS UFSD

Appropriation Status Detail Report By Function From 7/1/2026 To 8/31/2026

Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
F087 5511.160	NON INSTRUCTIONAL SALARIES	0.00	0.00	0.00	10,762.08	0.00	-10,762.08
	Fund F087Totals:	**0.00**	**0.00**	**0.00**	**10,762.08**	**0.00**	**-10,762.08**
	Grand Totals:	**0.00**	**0.00**	**0.00**	**10,762.08**	**0.00**	**-10,762.08**

NEW YORK MILLS UFSD

Trial Balance Report From 7/1/2026 - 8/31/2026

Account	Description		Debits	Credits
TE 092A	BEEKMAN SCHOLARSHIP		0.00	248.31
TE 092DGH	DONNA & GEORGE HERTHUM SCHOLARSHIP		0.00	8,977.30
TE 092H	KIWANIS CLUB SCHOLARSHIP		0.00	478.18
TE 092M	MIGA SCHOLARSHIP		0.00	3,171.96
TE 092R	HERTHUM COMMUNITY FOUNDATION		0.00	1,088.04
TE 092TL	TIMOTHY LAVIER SCHOLARSHIP		0.00	97.24
TE 092X	ETUDES MUSIC CLUB SCHOLARSHIP		0.00	7.44
TE 092Y	KARUZAS SCHOLARSHIP		0.00	12,173.73
TE 092Z	ADAMCZYK SCHOLARSHIP		0.00	6.86
TE 201	EXPENDABLE TRUST SAVINGS		26,249.06	0.00
		TE Fund Totals:	**26,249.06**	**26,249.06**
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:	**37,069.06**	**37,069.06**

NEW YORK MILLS UFSD
2026-2027 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	2,240.84	2,244.57	2,248.31	2,248.31	2,248.31	2,248.31	2,248.31	2,248.31	2,248.31	2,248.31	2,248.31	2,248.31	2,248.31	2,248.31
HERTHUM FUND	R	6,067.91	6,077.97	6,088.04	6,088.04	6,088.04	6,088.04	6,088.04	6,088.04	6,088.04	6,088.04	6,088.04	6,088.04	6,088.04	6,088.04
KIWANIS CLUB	H	4,283.97	4,291.07	4,298.18	4,298.18	4,298.18	4,298.18	4,298.18	4,298.18	4,298.18	4,298.18	4,298.18	4,298.18	4,298.18	4,298.18
MIGA MENTORING	M	3,161.47	3,166.71	3,171.96	3,171.96	3,171.96	3,171.96	3,171.96	3,171.96	3,171.96	3,171.96	3,171.96	3,171.96	3,171.96	3,171.96
D & G HERTHUM	DGH	8,947.61	8,962.44	8,977.30	8,977.30	8,977.30	8,977.30	8,977.30	8,977.30	8,977.30	8,977.30	8,977.30	8,977.30	8,977.30	8,977.30
ETUDES	X	7.42	7.43	7.44	7.44	7.44	7.44	7.44	7.44	7.44	7.44	7.44	7.44	7.44	7.44
KARUZAS	Y	12,133.48	12,153.59	12,173.73	12,173.73	12,173.73	12,173.73	12,173.73	12,173.73	12,173.73	12,173.73	12,173.73	12,173.73	12,173.73	12,173.73
LAVIER	TL	96.92	97.08	97.24	97.24	97.24	97.24	97.24	97.24	97.24	97.24	97.24	97.24	97.24	97.24
ADAMCZYK	Z	6.86	6.86	6.86	6.86	6.86	6.86	6.86	6.86	6.86	6.86	6.86	6.86	6.86	6.86
		36,946.48	37,007.72	37,069.06	37,069.06	37,069.06	37,069.06	37,069.06	37,069.06	37,069.06	37,069.06	37,069.06	37,069.06	37,069.06	37,069.06

INTEREST EARNED

			JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
BEEKMAN	A	0.00	3.73	3.74	-	-	-	-	-	-	-	-	-	-	7.47
HERTHUM FUND	R	0.00	10.06	10.07	-	-	-	-	-	-	-	-	-	-	20.13
KIWANIS CLUB	H	0.00	7.10	7.11	-	-	-	-	-	-	-	-	-	-	14.21
MIGA MENTORING	M	0.00	5.24	5.25	-	-	-	-	-	-	-	-	-	-	10.49
D & G HERTHUM	DGH	0.00	14.83	14.86	-	-	-	-	-	-	-	-	-	-	29.69
ETUDES	X	0.00	0.01	0.01	-	-	-	-	-	-	-	-	-	-	0.02
KARUZAS	Y	0.00	20.11	20.14	-	-	-	-	-	-	-	-	-	-	40.25
LAVIER	TL	0.00	0.16	0.16	-	-	-	-	-	-	-	-	-	-	0.32
ADAMCZYK	Z	0.00	0.00	0.00	0.00	0.00	0.00	-	-	-	-	-	-	-	-
INTEREST			61.24	61.34											122.58
		0.00	61.24	61.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.58

INTEREST JOURNAL ENTRY

			TE201	61.34	
BEEKMAN		TE2401	TE092A		3.74
HERTHUM FUND			TE092R		10.07
KIWANIS			TE092H		7.11
MIGA			TE092M		5.25
D&G HERTHUM			TE092DGH		14.86
ETUDES			TE092X		0.01
KARUZAS			TE092Y		20.14
LAVIER			TE092TL		0.16
ADAMCZYK			TE092Z		-
					61.34

3.3 CSE Reports

3.4 Approval of the
Previous Minutes

BOARD OF EDUCATION MEETING AGENDA
September 8, 2026
6 PM - NEW YORK MILLS UFSD LIBRARY

_x_ Kristin Hubley
_x_ Robert Mahardy, Jr.
_x_ Sandra Dare
_x_ Sara DeFazio
_x_ Jeremy Fennell
_x_ Cynthia St. James
_x_ Abbie Taylor

Agenda Item	Who	Information Distributed	Action	Notes
1. MEETING CALL TO ORDER	K Hubley		6:00 pm	
1.1 Pledge to the Flag	R. Mahardy		Procedural	
1.2 Reading of the New York Mills UFSD Mission Statement.	J. Fennell		Procedural	*In partnership with students, staff, families, and the community, our mission is to create an educational environment that inspires confidence, builds character, and fosters respect – empowering every student with the knowledge to become a productive, responsible citizen.*
1.3 Acceptance of Agenda	K. Hubley	Yes	Action	1st CSJ 2nd JF / Yes 7 No 0 Abstain 0
	R. Mahardy		Pro Temp	1st SD 2nd AT / Yes 7 No 0 Abstain 0
2. PRESENTATIONS AND COMMITTEE REPORTS				
2.1 Student Support Services Initiative	K. Phillips M. Hale	Counselor Dept Handout		
A presentation about the 'Reset and Recharge' space outside of the counseling offices was given. A handout/flyer showing their "why" with positive impact provided to our students. Alliance of Therapy Dogs, Oneida Chapter. The presentation included discussion on bringing in a therapy dog with a handler. Mellow				

and Ron will be coming in 1x a month on Fridays to visit the classrooms. The program will start in Elementary, working towards the HS classrooms. The program is scheduled to begin Friday, October 2nd. *K. Hubley asked how students are made aware of the space.* *S. Dare asked about Mellow and Ron attending open house.* *C. St. James commented about how inviting the space looks.* *A. Taylor thanked the staff for the initiative.*				
2.2 President's Message	K. Hubley		Information	
K. Hubley Welcomed everyone back from summer break, discussed the recent Board Retreat, thanking the BOE for their time and reminder the Board to complete their Vector training.				
2.3 BOCES Representative Report	K. Hubley		Information	
No new updates to report from BOCES this meeting but one of our students will be presenting at the next BOCES Board meeting.				
2.4 Ex Officio Student Member Report	A. Misiaszek		Information	
K Hubley Welcomed Abby Misiaszek to the Board and noted she is looking forward to her report. *Abby reported on the recent Student Council meeting, discussing Spirt Week and Homecoming planning.*				
2.4 Committee Reports			Information	
Policy Committee: *Sara DeFazio/Chair, Robert Mahardy, Jr.* **Facilities Committee:** *Jeremy Fennell/Chair, Abbie Taylor* **Communications Committee:** *Abbie Taylor/Chair, Sandra Dare* **Transportation Committee:** *Cynthia St. James/Chair, Sara DeFazio* **Health & Safety Committee:** *Sandra Dare/Chair, Cynthia St. James* **Finance Committee:** *Robert Mahardy, Jr./Chair, Jeremy Fennell* **SBI:** *Abbie Taylor* (**SBI Alternate:** *Cynthia St. James*) *Committee Meetings are being scheduled*				
3. CONSENT AGENDA				
3.1 Approval of 3.2 through 3.4	K. Hubley	Yes	Action	1st SD 2nd AT / Yes 7 No 0 Abstain 0
A.Taylor – Discussed the CSE report being at an individual student level and requested a second restructured report from a board view on total numbers in programs and services. *M. LaGase, explained how the software reporting works from the vendor we use and stated she would look into a custom report.* *C. St James asked about outstanding checks.*				
3.2 Business Office Reports				

3.3 CSE Reports				
3.4 Approval of the Previous Minutes	8.11.26			
4. OLD BUSINESS				
5. NEW BUSINESS				
5.1 Personnel Report		Yes	Action	1st CSJ 2nd SD / Yes 7 No 0 Abstain 0
	M. LaGase		Remove and Replace Agenda	Addition of 2 non-instructional appointments
5.2 Resolution to Approve the School Resource Officer (SRO) Contract between the New York Mills UFSD and the New York Mills Police Department		Yes	Action	1st SDeF 2ndJF / Yes 7 No 0 Abstain 0
6. K-12 REPORTS				
6.1 K-6 Principal	D. DiSpirito		Information	

We had an excellent Opening; things went very smooth! Kids were happy to be back, and move on and up, with more responsibilities. 1st assembly –introduced the RISE Up Program. Kindergarten numbers were discussed 33, + numbers in the 12:1:1 class. The Beanstack Challenge was discussed - Mrs. Howe's program, 50 kids read 600 minutes over the summer they will be having a picnic lunch and get to silly string Mrs. D.
Mrs. DiSpirito also spoke about how the RISE UP program will work and handed out the mini marauder tokens to each Board member. She discussed the collaboration with Mr. Manley – making RISE UP a K-12 Initiative regarding building expectations. RISE UP to be a Marauder, soar up to new heights! She also explained how the Students of the Month Assemblies would work with the new program, refining it to "Teach, Practice, Learn and Reward".

C. St. James asked some additional questions about the new special education classroom.

6.2 7-12 Principal	T. Manley		Information	

Mr. Manley discussed the busy start to the school year. He said students appreciate the new look/spaces from the capital project. He said they had been working their way through some bell issues with the new PA system but things were getting situated. He discussed meeting with all students at assemblies to introduce himself, the new expectations, the RISE program. He showed the "Manley Cup" which teachers/staff will receive if selected as the faculty member of the month and the 90's style chain that students will receive if they are selected. Teachers will be voting for students and students will be voting for teachers. Weekly prizes will be given for student of the month/teacher of the month. He also talked about implementing a new pass system. 1 pass per week per student, with the intention of teaching responsibility and planning ahead.

K. Hubley asked if the Reset and Recharge space/Nurse visits for medication count against their weekly pass. Mr. Manley said no

C. St. James asked about how the students are recognized? Mr. Manley said through announcements and social media posts.

7. SUPERINTENDENT'S REPORT

M. LaGase echoed how well opening day went and discussed some of the challenges with construction prior to the opening of school. She mentioned efforts of all parties for operational readiness and thanked everyone for all their hard work, working day and night, and holidays getting the building ready for opening day. She also thanked the PTSO for the welcome back sign. Pictures were taken by class and students were very excited. It was good opening day energy! She discussed the two professional developmental sessions for staff on the Superintendent's Conference Days including her presentation to kick of a future PD session in the spring. She discussed the NY Inspires Imitative, Portrait of a Marauder, The District Strategic Plan, and Mapping the Future for every Marauder. The YouTube Clip, 'Be a Mr. Jensen' was shown... to give the Board a preview of the theme that would guide future work for all staff. A construction update was given on the finish work in the new student restrooms, SRO's office and Attendance Kiosk. She also talked about the front signage, exterior wall of the Auditorium and new floor logo in the front entrance lobby. Overall, work is progressing well and we are pleased with the new upgrades throughout the building.

7.1 Enrollment Update	M. LaGase	Yes	Information	

New registrations were discussed including many students entering behind grade level and/or without the needed coursework/credit. She also discussed the increase in new enrollments coming to the district with highly specialized special education programming and services. She discussed not only the budgetary impacts but how this will affect graduation rate and other accountability measures. Many of the new enrollments are coming from larger city school districts.

K. Hubley, asked about class sizes, how many are at risk out of the 12th graders ? 7, plus 2 pending registrations.
C. St. James, asked about a credit recovery class?
The discussion continued regarding circumstances that are out of our control relative to increased enrollment.

7.2 Superintendent's Update	M. LaGase		Information	

M. LaGase discussed the Strategic Plan document, hoping to have a formal plan document by the end of the week. She also discussed the format (Meet/Greet) for Open House as well as course sections/class size numbers.

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.

Mr. King – inquired about reporting to state ed, about the kids that are lacking credits? Also, congratulated the counseling staff for the relax and recharge space.

Mrs. Marley - appreciated the staff's hard work, and is looking forward to a positive new year.

Mrs. LaGase – Noted that the attorney was supposed to be onsite to discuss the request regarding the tax exemption but there was a conflict so that will be moved to the October meeting.

8.2 Board Discussion BOE

S.Dare –commented …we hit the ground running, amazing things, K-orientation went well. It was magical, no tears, no tantrums. Really happy and excited kids. It was a joy to watch… She talked about the HS football game, the kids played their hearts out, Marauder Pride, nice to see. Students were commenting on how much they like Mr. Manley. Great start to the school year. Best start in a long time, RISE UP – teaching responsibility, it is great to see.

J. Fennell – noted it was an exciting opening meeting and commented on sprucing up of the spaces.

C. St. James– commented on the football game and seniors commenting to her about how Mr. Manley's opening assembly really hit home regarding culture changes and diversity. She noted positive feedback from K-12 students/ parents. Wished everyone a continued great year.

R. Mahardy – noted intangible energy, no words to the feeling. Just a positive feeling.

A. Taylor – said Kindergarten Orientation was a blast. Great experience for families. Thanked the PTSO for the cherry on top!
She said the Reset and Recharge space is a wonderful opportunity that benefit all students. She noted the Capital Project outcomes have been great and how the architects have spoken how wonderful Mrs. LaGase is. She thanked Mrs. LaGase for her leadership and oversight. She thanked her for for the attention to detail, creating a legacy.

S. DeFazio – Welcome back to the new school year! And talked about the Genesis award – November, make sure to get in a nomination.

K. Hubley – added between BOCES and NYM, 5 opening days, huge impact. Impressed with Mr. Manley and Mrs. DiSpirito collaborating for the staff. K-12.

Molly Jordan- Commented on how great of a job Mr. Manley is doing.

The Board and audience thanked Abby Misiaszek for being at the first meeting as student representative.

9. EXECUTIVE SESSION ** (If Needed)	BOE		Discussion/Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
9.1 Return to General Session (time)	BOE		Action	1st _____ 2nd _____ / Yes ___ No___ Abstain ___
10. ADJOURNMENT				
10.1 Adjournment		7:14 pm	Action	1st CSJ 2nd SD / Yes 7 No 0 Abstain 0

**§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.

5.1 Personnel Report

New York Mills Union Free School District - Personnel Report School Yr. 2026-2027

Board of Education Meeting: 10/6/2026

	NAME	TENURE AREA/CIVIL SERVICE TITLE	ASSIGNMENT	CERTIFICATION	SALARY/RATE OF PAY	EMPLOYEE REPLACING	EFFECTIVE DATE	END OF PROBATIONARY APPOINTMENT
	The commencement dates of the appointments are "subject to the employees' obtaining all necessary clearances from the State Education Department".							
I. Recindment of Appointment								
	Teresa Lovecchio		Elementary Musical Director		$2,938.00		School Year 2026-27	
II. Resignation								
	Gaetano Camello	Bus Driver	3.0 hours AM run and 3.0 hours PM run M-F for a total of 30 hours weekly	Civil Service	$29.75 per hr		School Year 2026-27	
III. Bus Driver/Monitor Assignments								
	Brigitte Roberts	Bus Driver	3.0 hours AM run and 3.0 hours PM run M-F for a total of 30 hours weekly	Civil Service	$29.75 per hr	Gaetano Camello	School Year 2026-27	
III. Advisors and Coordinators								
	Owen Davies		Academic Athletic Study Hall		per NYMTA contract		per NYMTA contract	
	Audrey Foote		Academic Athletic Study Hall		per NYMTA contract		per NYMTA contract	
IV.Coaching Appointments								
	Justin Mahanna		Modified Girls Volleyball Coach	C	$2,254.00		School Year 2026-27	
	Owen Davies		Assistant Modified Girls Volleybal Coach	C	$1,549.00		School Year 2026-27	

Teacher Key: Certification Listed or 'N' Uncertified

Teacher Assistant Key: 'C' Certified Teacher, ' CTA I' Certified Teaching Assistant Level I, 'CTA II' Certified Teaching Assistant Level II, CTAIII Certified Teaching Assistant Level III, TAP' Pre-Professional ^see attachment

Coaches: 'CPE' Certified Physical Education Teacher 'C' Certified Teacher 'TCL' Temporary Coaching License, 'PCL' Professional Coaching License

*Represents 80% payment for an individual who is placed in charge of two sports programs in a given season

5.1

5.2 Resolution to Approve the
2025-2026 Audit from the
Bonadio Group

NY MILLS UNION FREE SCHOOL

Audit Resolution

Whereas: the New York Mills Union Free School District Board of Education has received the audit of fiscal year 2025-2026 from the Bonadio Group CPA's, Consultants & More and

Whereas: the New York Mills Union Free School District Board of Education has had the opportunity to review said audit:

Therefore: the New York Mills Union Free School District Board of Education accepts the audit from the Bonadio Group CPA's Consultants & More.

Yes _____ **No** _____

DATED: October 6, 2026
New York Mills, New York

_____
District Clerk
New York Mills Union Free School
New York

5.3 Resolution to Approve the 2025-2026 ECA Audit from the Bonadio Group

NY MILLS UNION FREE SCHOOL

ECA Audit Resolution

Whereas: the New York Mills Union Free School District Board of Education has received the Extra-Curricular Audit (ECA) for fiscal year 2025-2026 from the Bonadio Group CPA's, Consultants & More and

Whereas: the New York Mills Union Free School District Board of Education has had the opportunity to review said audit:

Therefore: the New York Mills Union Free School District Board of Education accepts the ECA audit from the Bonadio Group CPA's Consultants & More.

Yes _____ No _____

DATED: October 6, 2026
New York Mills, New York

_____
District Clerk
New York Mills Union Free School
New York

5.4 Policy 7500 Education Records (First Read)

STUDENTS 7500

Policy is Required.

EDUCATION RECORDS

I. ~~Purpose~~ Statement of Policy

The Board of Education (the Board) recognizes its obligation to maintain the confidentiality of student education records and to grant parents/guardians and eligible students access to those records in accordance with the Family Educational Rights and Privacy Act (FERPA).

II. Definitions and Designations

A. Records Access Officer: The New York Mills Union Free School District's (the District) Records Access Officer is the Clerk of the Board:

~~Stefany Scharf,~~ Vanessa Nelson, District Clerk
New York Mills Union Free School District
1 Marauder Boulevard
New York Mills, NY 13417
~~Telephone:~~ (315) 768-8127
~~mmroz~~ vnelson@newyorkmills.org

B. "Parent": ~~The term "Parent"~~ includes natural parent, a guardian or an individual acting as parent or guardian in the absence of the student's parent or guardian.

C. "Eligible Student": ~~The term "Eligible Student"~~ means a student who has reached age eighteen (18) or is attending post-secondary school.

D. "Education Records": ~~The term "Education Records"~~ includes records, files, documents and other materials which contain information directly related to a student and are maintained by the District or a person acting on behalf of the District.

Education Records may exist in any form, including but not limited to print, computer media, video or audiotape, film, microfilm, microfiche and other materials which contain confidential information directly related to a student and which are maintained by the District or a party acting on behalf of the District. Education records do not include:

1. Certain Records in the Sole Possession of the Maker: Records made by instructional, supervisory, administrative personnel or ancillary educational personnel which are in the sole possession of the maker and which are not accessible or revealed to any other person except a substitute for the maker of the record;

2. "Employee Records": Records maintained solely with respect to a person's status as an employee rather than as a student;

3. Certain Medical & Psychological Records: Medical and psychological treatment records of an eligible student are not education records if they are maintained and used only in connection with treatment of the eligible student and disclosed only to individuals providing the treatment, including treatment providers in the student's school.

4. "Post Enrollment Records": Records that only contain information about an individual after ~~he/she is~~ they are no longer a student at the District (for example, records of alumni activities);

E. "Directory Information": The District designates the following information as Directory Information: student's name, parent's name, address, date and place of birth, telephone number, email address, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees, and awards received, most recent previous educational agency attended by student, photograph, and video images of students engaged in routine activities when those images are not records of the District.

III. Rights of Parents and Eligible Students:

A. Each parent of a student has the rights described in this Policy, unless the District has been provided with evidence that there is a court order, statute or legally binding document related to such matters as divorce, separation or custody that specifically revokes these rights.

B. When a student becomes an eligible student (eighteen (18) or attending a post-secondary school) all rights accorded to parents and consent required of parents, transfer from the parents to the eligible student. However, the District does not require the consent of the eligible student:

1. To disclose the education record to the parent if the eligible student is claimed by the parent as a dependent for tax purposes.

2. To disclose the education record to appropriate parties in connection with a health or safety emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

3. A school official may generally share with a parent information that is based on that official's personal knowledge or observation of the student.

IV. Confidentiality of Education Records:

Policy is Required.

EDUCATION RECORDS

A. The District will not release education records, including personally identifiable information contained in Education Records, except:

1. Written Consent: The District may release the information, if prior to the release of information, the District receives written consent from the parent. The written consent must specify the information to be released, the reason for the release, and to whom the information may be released. The District will give the parent or student a copy of the information released, if requested by the parent.

2. Directory Information: The District may release Directory Information if the District has properly circulated its annual FERPA notification to parents of students in attendance and eligible students in attendance, unless the parent or eligible student has submitted Regulation 7500.4 restricting the District's ability to release this information.

3. Military Recruiters: The District will disclose to requesting military recruiters the names, addresses and telephone numbers of juniors and seniors, unless the parent or eligible student has submitted Regulation 7500.4 prohibiting such release.

4. School Officials with a legitimate educational interest: The District may release the information to other school officials, including teachers within the District who have a legitimate educational interest in the information. The District will use reasonable methods to ensure that school officials have access only to the education records in which the school officials have a legitimate educational interest.

    a. A "school official" is: A person employed by the District as an administrator, supervisor, instructor, or support staff member, including health or medical staff; a person elected to the ~~School~~ Board; a person or company employed by or under contract to the District to perform a special task, such as an attorney, auditor, medical consultant, or therapist; a parent or student serving on an official committee, such as a disciplinary or grievance committee, or who is assisting another school official in performing ~~his or her~~ their tasks. A school official may be a contractor, consultant, volunteer or other party to whom the District has outsourced instructional services and functions if that individual or entity is performing services district employees otherwise perform (is not selling products or services), is under the direct control of the District with respect to the use and maintenance of the education records and is restricted from re-disclosing the education records except as permitted by FERPA.

b. A school official has a legitimate educational interest if the official is: Performing a task that is specified in his or her position description or by a contract agreement; performing a task related to a student's education; performing a task related to the discipline of a student; providing a service or benefit relating to the student or student's family, such as health care, counseling, job placement, or financial aid; or maintaining the safety and security of the campus.

c. The District receives services from the Madison-Oneida BOCES Regional Information Center (MORIC) and its vendors in accordance with FERPA. A request for a complete list of current vendors may be submitted to the Records Access Officer.

5. Student seeks to enroll in a different school: The District may release student records to officials of other schools in which the student seeks or intends to enroll, provided that the student's parents are notified of the transfer, receive a copy of the record if desired, and have an opportunity for a hearing to challenge the content of the record.

6. Certain State and Federal Officials: The District may release information to authorized officials of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education or certain State and Local Educational authorities.

7. Financial Aid: The District may release information to appropriate parties in connection with a student's application for or receipt of financial aid.

8. Authorized organizations performing studies: The District may release information to organizations conducting studies for or on behalf of the District to develop, validate or administer predictive tests, administer student aid programs or improve instruction, provided that appropriate safeguards are implemented in accordance with federal regulations.

9. Accrediting Organizations: The District may release information to authorized accrediting organizations to carry out their accrediting functions.

10. Court Order or Subpoena: The District may release information pursuant to a valid court order or subpoena, provided that the District makes a reasonable effort to notify the affected parent or eligible student of the court order or subpoena in advance of the release of the information (except that in certain cases, such as in the case of certain subpoenas issued under the U.S. Patriot Act, the court order or subpoena may require release of information without advance notice to the parents).

11. Victim of Specified Crimes: In certain instances, the District may release to the victim of a specified crime, the final results of a disciplinary proceeding commenced against the alleged perpetrator, provided that the release conforms to the requirements of 34 CFR 99.39. The final results may only include the name of the student, the offense committed and the sanction imposed by the District.

12. Information Concerning Registered Sex Offenders: The District may release information provided to it under 42 USC 14071 and the applicable Federal Guidelines.

13. Child Welfare Agencies: The District may release information to an agency caseworker or other representative of a State or local child welfare agency, or tribal organization who has the right to access a student's case plan and when the agency or organization is legally responsible for the child's care and protection to provide accurate information about a child's education history and needs to make informed placement recommendations to the court.

14. Release in connection with an emergency necessary to protect health or safety: The District may release information to appropriate parties in connection with an emergency if the release is necessary to protect the health or safety of the student or other persons. The District will consider the following criteria when determining whether the information should be disclosed:

    a. The seriousness of the threat to the health of the student or other individuals;

    b. The need for the information to meet the emergency;

    c. Whether the parties to whom the information is disclosed are in a position to deal with the emergency;

    d. The extent to which time is of the essence in dealing with the emergency.

    The District will record the articulable and significant threat that formed the basis for the disclosure and the parties to whom the information was disclosed.

B. If the District discloses student records to a third party as permitted by this Policy, the District will:

1. Advise the third party of its duty to refrain from redisclosing the information and of its obligation to maintain the confidentiality of the

information in accordance with FERPA ~~the *Family Educational Rights and Privacy Act*~~.

2. If possible, attach to the disclosed record the following statement: "This document contains personal information from a student's education records. It is protected by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and may not be re-released without consent of the parent or eligible student."

V. Requests to Inspect Education Records:

A. Request: A parent who is interested in inspecting the student's education record must submit ~~his/her~~ their request to the Records Access Officer between the hours of 9 am and 3 pm on any school day. Requests should be submitted in writing, on a form provided by the District (Regulation 7500.1). Copies of the form are available in the office of the Records Access Officer. If a parent makes an oral request for access to the education record during a school conference, the District may provide the parent access to the education record even though it has not received the request in writing. The District shall take appropriate steps to verify the identity of parents or eligible students who submit requests to inspect and review an education record and verify the individual's authority to do so.

B. Response: Within forty-five (45) days of ~~his/her~~ their receipt of a request for inspection, the Records Access Officer must provide the parent/guardian with an opportunity to inspect and review ~~his or her~~ their child's education records or advise the person making the request, the records specified in the request are not available for inspection.

1. Records Available: If the records are available for inspection, the Records Access Officer will advise the requestor when and where the record will be available for inspection. If the records contain information about more than one student, the Records Access Officer will remove from the copy of the records shown to the requester, any information which in ~~his/her~~ their judgment would constitute an unwarranted invasion of personal privacy of any party (other than the student for whom the inspection has been requested).

2. Records Not Available: If the records are not available for inspection, the Records Access Officer will note the reason for the unavailability on the request form and will return a copy of the request form to the requesting party.

3. Explanation of Records: The Records Access Officer will respond to reasonable requests for explanations and interpretations of the records.

4. Copying Fee: The fee for copies of records is twenty-five cents per page, which is required to be paid at the time the copy is requested. The District will waive the fee if the fee effectively denies the parent an opportunity to inspect and review the education record.

5. Maintaining a record of requests: The Records Access Officer shall keep with the education record of each student, a record of all individuals, agencies or organizations which have requested or obtained access to the student's record (Regulation 7500.2) and a record of all re-disclosures it has authorized.

   a. The record will indicate the parties who requested or received the information and the legitimate interest the party had in the information.

   b. The District does not have to keep this record if the requester is the parent or eligible student, a school official with a legitimate educational interest in the information, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking information through certain subpoenas or court orders where the issuing court or agency has ordered that the existence or the contents of the subpoena or information not be disclosed.

VI. Request to Amend Education Records:

A. If a Parent believes the education records relating to the student contain information that is inaccurate, misleading, or in violation of the student's rights of privacy, ~~he or she~~ they may ask the educational agency or institution to amend the record.

   1. The request shall be directed to the Records Access Officer during regular business hours on the prescribed form. Copies of the form are available in the Superintendent's office or the office of the Records Access Officer. (See Regulation No. 7500.3).

   2. The request shall identify, in writing, the record or records which the Parent believes to be inaccurate, misleading or otherwise in violation of the student's rights of privacy, with a statement of the reasons for the challenge to the record.

B. The Records Access Officer will make a written response to the request to amend an education record within twenty (20) days of ~~his/her~~ their receipt of the request. The response will indicate whether the Records Access Officer:

1. Finds that the record in question is inaccurate, misleading or an invasion of the student's rights of privacy and that the record will be amended as requested, or

2. Finds that there is an insufficient basis to amend the record in question. If the Records Access Officer finds that there is an insufficient basis to amend the record in question, ~~he/she~~ they will notify in writing the requesting party of the opportunity for a hearing and will provide the requesting party with a form to request the hearing.

C. Through informal meetings with the Parents, the settlement of a dispute regarding content of education records is encouraged.

VII. Request for Hearing:

A. Request: If a parent disagrees with the Records Access Officer's finding that there is an insufficient basis to amend the education record the parent may request a hearing. The request must be submitted to the Superintendent within ten (10) days of the parent's receipt of the Records Access Officer's decision, on a form provided by the District. The hearing will be conducted within ten (10) days of the Superintendent's receipt of the request for a hearing.

B. Notice: The District will mail a hearing notice to the requesting party reasonably in advance of the hearing. The hearing notice will include the date, time and place of the hearing.

C. Hearing: The Hearing will be conducted by the Superintendent (or by another person designated by the Superintendent who does not have a direct interest in the outcome of the hearing). During the hearing, the requesting party may be represented by an individual or individuals (including an attorney) at ~~his/her~~ their own expense. The requesting party will have a full and fair opportunity to present relevant evidence.

D. Decision: The Superintendent (or designee) will submit a written decision within ten days after completion of the hearing. The decision must be based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision.

1. If the Superintendent (or designee) finds that the record should be amended, ~~he/she~~ they will amend the record and will inform the parent of the amendment in writing.

2. If the Superintendent (or designee) finds that the record should not be amended, ~~he/she~~ they will inform the parent in writing of the right to place a statement in the record commenting on the contested information and/or stating why ~~he/she~~ they disagrees with the decision of the District. The

Policy is Required.

EDUCATION RECORDS

District will maintain the statement with the contested part of the record for as long as the record is maintained and will disclose the statement whenever it discloses the portion of the record to which the statement relates.

VIII. Notification of Rights:

A. The District shall annually disseminate a notice to parents and eligible students of their rights relative to education records. The notice will allow parents at least thirty days to ask the District not to disclose some or all of the directory information. (See Regulation No. 7500.4).

B. Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures to comply with FERPA. Written complaints may be filed with:

The Family Policy Compliance Office,
U.S. Department of Education,
400 Maryland Avenue, SW,
Washington, D.C. 20202-5920.

New York Mills Union Free School District

Legal Ref: The Federal Family Educational Rights and Privacy Act, 20 U.S.C. 1232; 34 CFR 99; October 9, 2002, Joint Memorandum from Secretary of Education Rod Paige and Secretary of Defense Donald H. Rumsfeld; February 7, 2003, Memorandum to Superintendent's from LeRoy S. Rooker, Director of the Family Policy Compliance Office, US Dept. of Education; Uninterrupted Scholars Act, 8 NYCRR 121.12(b); Public Officers Law § 87 (1)(b).

Adopted: 04/09/74

Revised: 11/14/89, 11/05/02, 06/17/03, 09/03/13, 08/06/19, 07/07/20, _____

5.5 Regulation 7500.4 Student Privacy FERPA
Notice (First Read)

Regulation

STUDENTS 7500.4

STUDENT PRIVACY FERPA NOTICE

Date: _____

Dear Parent or Eligible Student:

The Family Educational Rights and Privacy Act of 1974 (FERPA) affords parents or "eligible students" (students who are over 18 years of age or enter a postsecondary educational institution) certain rights with respect to the student's education records. The purpose of this letter is to inform you of some of those rights and to provide you with the following contact information for the District's Records Access Officer:

~~Stefany Scharf~~ Vanessa Nelson, District Clerk
New York Mills Union Free School District
1 Marauder Boulevard
New York Mills, NY 13417
Telephone: (315) 768-8127

Examples of *FERPA* rights include:

1. The right to inspect and review the student's education records within 45 days of the day the School receives a request for access. Written requests for such access may be submitted to the Records Access Officer between **8:30 a.m. and 3:00 p.m.** on any school day. Such requests should be submitted on the District's *Application for Inspection of Student Records* form that is located in the Office of the Records Access Officer.

2. The right to request the amendment of the student's education records that the parent or eligible student believes is inaccurate, misleading or an invasion of the student's privacy rights. A request for an amendment may be submitted to the Records Access Officer during regular business hours. Such requests should be submitted on the District's *Request For Correction of Student Records* form that is located in the Office of the Records Access Officer. If the Records Access Officer denies a properly submitted request for an amendment, the person seeking the amendment will be advised of ~~his/her~~ their right to a hearing regarding the requested amendment.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that *FERPA* authorizes disclosure without consent. For example, the District may, without consent, disclose:

    a. Personally identifiable information to school officials with legitimate educational interests. A school official is a person employed by the District as an administrator, supervisor, instructor, or support staff member, including health or

medical staff; a person elected to the ~~School~~ Board; a person or company with whom the ~~School~~ District has employed by or under contract to perform a special task, such as an attorney, auditor, medical consultant, or therapist, and including entities that host and disseminate student information such as grades, homework and messages from teachers on the Internet; or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or who is assisting another school official in performing ~~his or her~~ their tasks. A school official may be a contractor, consultant, volunteer or other party to whom the District has outsourced instructional services and functions if that individual or entity is performing services district employees otherwise perform (is not selling products or services), is under the direct control of the District with respect to the use and maintenance of the education records and is restricted from re-disclosing the education records except as permitted by FERPA. A school official has a legitimate educational interest if the official is performing a task that is specified in ~~his or her~~ their position description or by a contract agreement; performing a task related to a student's education; performing a task related to the discipline of a student; providing a service or benefit relating to the student or student's family, such as health care, counseling, job placement, or financial aid; or maintaining the safety and security of the campus. The District receives services from the Madison-Oneida BOCES Regional Information Center and it's vendors in accordance with FERPA. A request for a complete list of current vendors may be submitted to the Records Access Officer.

b. Appropriately designated "directory information", unless the parent or eligible student has advised the District to the contrary by filling out and returning the below attached *Request to Limit Disclosure of Directory Information* form. The primary purpose of directory information is to allow the District to include this type of information from the student's education records in certain school publications such as a playbill (showing the student's role in a drama production), an annual yearbook, an honor roll or other recognition list, a graduation program, or a sports activity sheet (such as a wrestling program that discloses participants height or weight), etc. Directory information may also be disclosed to outside organizations such as companies that manufacture class rings or publish yearbooks or other companies. Additionally, Federal Law requires Districts receiving certain federal assistance to provide requesting military recruiters with secondary school names, addresses, telephone listings and possibly other directory information, unless parents or eligible students have advised the District that they do not want their student's information disclosed without prior written consent.

4. The right to know that the District has designated the following information as directory information: Directory Information: student's name, parent's name, address, date and place of birth, telephone number, email address, major field of study, participation in

officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, most recent previous educational agency attended by student, photograph, and video images of students engaged in routine activities. Parents and eligible students may choose not to allow the District to release directory information. If you do not want the District to disclose directory information without your prior written consent, you must complete and return to the District the below attached form by _____**30**_____ **(insert date thirty or more days from the date of this notice)**

5. The right to file a complaint with the following office if you believe the District has violated your *FERPA* rights:

   Family Policy Compliance Office,
   U.S. Department of Education,
   400 Maryland Avenue, SW,
   Washington, DC 20202-4605.

Additionally, please be aware that:

- It is the District's Policy to disclose education records without consent to officials of another school district in which a student seeks or intends to enroll, and;

- The District uses video surveillance cameras on school property and in school vehicles to maintain the physical security and safety of the campus. The District has designated its Security Office as its law enforcement unit and has assigned to them the responsibility of maintaining the video surveillance images.

Sincerely,

STUDENT PRIVACY FERPA NOTICE

Request To Limit Disclosure of Directory Information

Records Access Officer
1 Marauder Boulevard
New York Mills, NY 13417

Dear Records Access Officer:

_____ Please secure my written consent before releasing my child's name, address, telephone number and directory information to military recruiters.

_____ Please secure my written consent before releasing the following directory information to anyone:

_____
_____
_____

_____ _____
Parent Signature Date of Request

For District Use Only

_____ _____
Request Received By Date Request Received

5.6 Policy 5301 Internet Safety
(First Read)

SUPPORT OPERATIONS 5301

INTERNET SAFETY POLICY

I. In compliance with The Children's Internet Protection Act (CIPA) and Regulations of the Federal Communications Commission (FCC), the District has adopted and will enforce this Internet safety policy that ensures the use of technology protection measures (i.e., filtering or blocking of access to certain material on the Internet) on all District computers with Internet access. Such technology protection measures apply to Internet access to both adults and minors with regard to visual depictions that are obscene, child pornography, or, with respect to the use of computers by minors, considered harmful to such students. Further, appropriate monitoring of online activities of minors, as determined by the principal(s) or designee, will also be enforced to ensure the safety of students when accessing the Internet.

II. The Board of Education's decision to utilize technology protection measures and other safety procedures for staff and students when accessing the Internet fosters the educational mission of the school including the selection of appropriate teaching/instructional materials and activities to enhance the school's programs; and to help ensure the safety of personnel and students while online.

A. No filtering technology can guarantee that staff and students will be prevented from accessing all inappropriate locations. Proper safety procedures, as deemed appropriate by the applicable administrator/program supervisor, will be provided to ensure compliance with the CIPA.

B. In addition to the use of technology protection measures, the monitoring of online activities and access by minors to inappropriate matter on the Internet and World Wide Web *may* include, but shall not be limited to, the following guidelines:

1. Ensuring the presence of a teacher and/or other appropriate District personnel when students are accessing the Internet including, but not limited to, the supervision of minors when using electronic mail, chat rooms, and other forms of direct electronic communications. As determined by the appropriate building administrator, the use of email and chat rooms may be blocked as deemed necessary to ensure the safety of such students;

2. Monitoring logs of access in order to keep track of the web sites visited by students as a measure to restrict access to materials harmful to minors;

3. The dissemination of the District's Acceptable Use Policy (5300) and accompanying Regulations to parents and students in order to provide notice of the school's requirements, expectations, and student's obligations when accessing the Internet. Parental and/or student consent, as may be applicable, shall be required prior to authorization for student use of District computers. In compliance with this Internet Safety Policy as well as the District's Acceptable

INTERNET SAFETY POLICY

~~Use Policy, unauthorized access (including so-called "hacking") and other unlawful activities by minors are prohibited by the District; and student violations of such policies may result in disciplinary action; and~~

~~4. Appropriate supervision and notification to minors regarding the prohibition of unauthorized disclosure, use and dissemination of personal information regarding such students.~~

~~C. The determination of what is "inappropriate" for minors shall be determined by the District and/or designated school official(s). It is acknowledged that the determination of such "inappropriate" material may vary depending upon the circumstances of the situation and the age of the students involved in online research.~~

~~D. The Superintendent may disable or alter filtering to allow access to blocked or filtered sites for bona fide educational research or other lawful purpose. The power to disable can only be exercised by the Superintendent or designated school official(s).~~

~~III. The School District shall provide certification, pursuant to the requirements of CIPA, to document the District's adoption and enforcement of its Internet Safety Policy, including the operation and enforcement of technology protection measures (i.e., blocking/filtering of access to certain material on the Internet) for all School District computers with Internet access.~~

~~IV. The District has provided reasonable public notice and has held at least one public hearing or meeting to address the proposed Internet Content Filtering/Safety Policy prior to Board adoption. Furthermore, appropriate actions will be taken to ensure the ready availability to the public of the District's Internet Content Filtering Safety Policy, as well as any other District policies relating to the use of technology.~~

ALL NEW

I. Statement of Policy

A. Although the New York Mills Union Free School District (the District) recognizes the value of the internet as an educational tool, it also understands that information with no redeeming social value is accessible through the internet.

B. The District has developed and will enforce this Internet Safety Policy in compliance with the Children's Internet Protection Act (CIPA) and the Neighborhood Children's Internet Protection Act (NCIPA).

1. In addition, the ~~School~~ District maintains its "Access to Networked Information Resources Policy" which governs the acceptable use of the Internet by students and employees.

INTERNET SAFETY POLICY

II. Access to the Internet using the District's computer equipment is subject to the following restrictions:

A. **Filtering.** Filtering software will be used to block minors' access to:

1. visual depictions that are (a) obscene, (b) child pornography, or (c) harmful to minors;[1] and

2. Internet sites which, in the Board's determination, contain material which is "inappropriate for minors." (See item B. below.)

Adult access to visual depictions that are obscene and/or child pornography will also be blocked. However, the Superintendent or their designee may disable the software to enable access to blocked sites for bona fide research or other lawful purposes.

B. **Matter Inappropriate for Minors.** The Board will (from time to time) determine by resolution what Internet material is "inappropriate for minors" in the District. This determination will be based on community standards.

C. **Safety of Minors When Using Direct Electronic Communications**.

1. In using the computer network and Internet, minors are not permitted to reveal personal information such as home addresses, telephone numbers, their real last names or any information which might allow someone they are communicating with online to locate them. No minor may arrange a face-to-face meeting with someone they "meet" on the computer network or Internet without their parent's permission.

2. Before utilizing any electronic communications (including but not limited to electronic mail and "chat rooms") in any instructional setting, students will be taught that they must disclose to their teacher any message they receive that is inappropriate or makes them feel uncomfortable. They must also be taught that they must never agree to meet with someone they have met online without their parent's approval.

D. **Unauthorized Access and Other Unlawful Activities.** It is a violation of this Policy to:

[1] The terms "obscene", "child pornography", "harmful to minors," and "matter inappropriate for minors," used throughout the policy, are defined in the Children's Internet Protection Act and the Neighborhood Children's Internet Protection Act (Public Law 106-554). See Appendix A.

a. use the District's computer network or the Internet to gain unauthorized access to other computers or computer systems, or to attempt to gain such unauthorized access;

b. damage, disable or otherwise interfere with the operation of computers, computer systems, software or related equipment through physical action or by electronic means; and/or

c. violate state or federal law relating to copyright, trade secrets, the distribution of obscene or pornographic materials, or any other applicable law or municipal ordinance.

E. **Unauthorized Disclosure and Dissemination of Personal Identification Information Regarding Minors.** Personally identifiable information concerning minors may not be disclosed or used in any way on the Internet (e.g., on the District's web page or otherwise) without the permission of a parent or guardian. If a student is eighteen (18) or over, the permission may also come from the student themselves.

III. **Regulations and Dissemination.**

The Superintendent is authorized to develop and implement regulations consistent with this Policy. The Superintendent will also be responsible for disseminating the Policy and associated regulations to school personnel and students.

INTERNET SAFETY POLICY

Appendix A

Generally speaking, **"obscenity"** is defined as any work that an average person (applying contemporary community standards) would find, taken as a whole, appeals to a prurient interest. The work also must depict or describe, in a patently offensive way, sexual conduct as specifically defined in state law. Moreover, the work, taken as a whole, has to lack serious literary, artistic, political or scientific value (See 18 U.S.C. §1460 and the cases interpreting that statute.)

"Child pornography" is defined as:

> ...any visual depiction, including a photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical or other means, of sexually explicit conduct, where (a) the production of visual depiction involves the use of a minor [someone under the age of 18] engaging in sexually explicit conduct; (b) such visual depiction is or appears to be, of a minor engaging in sexually explicit conduct; (c) such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct; or (d) such visual depiction is advertised, promoted, presented, described or distributed in such manner that conveys the impression that the material is or contains a visual depiction of a minor engaging in sexually explicit conduct. (18 U.S.C. §2256[8]).

The phrase **"harmful to minors"** is defined as:

> ... any picture, image, graphic image, file, or other visual depiction that (a) taken as whole and with respect to minors [defined here as anyone under the age of 17], appeals to a prurient interest in nudity, sex or excretion; (b) depicts, describes, or presents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (c) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors. (Public Law 106-554, §1703{b}{2}.)

The phrase **"matter/material inappropriate for minors"** must be defined by a determination by the Board applying local community standards. (Public Law 106-554, §1732[1][2].)

SUPPORT OPERATIONS 5301

INTERNET SAFETY POLICY

New York Mills Union Free School District

Legal Ref.: ~~47 United States Code (U.S.C.), Section 254(h) and (1), 47 Code of Federal Regulations (C.F.R.) Part 54~~ The Children's Internet Protection Act (CIPA); The Neighborhood Children's Internet Protection Act (NCIPA) (Public Law 106-554); 20 USC 6777

Adopted: 05/07/02 Reviewed: 01/06/15

Revised: 02/05/13, 07/07/15, 08/06/19, _____

5.7 Policy 5306 Protection of
Student, Teacher and Principal
Information (Data Security and Privacy)
(First Read)

Policy

SUPPORT OPERATIONS 5306

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)

I. Statement of Policy

In order to conduct a successful education program, the New York Mills Union Free School District (the District) receives, creates, stores, and transfers information about students, teachers, and principals that is protected by state and federal law. The District takes active steps to protect the confidentiality of protected information in compliance with all applicable state and federal laws. The District expects all District officers, employees, and partners to maintain the confidentiality of protected information in accordance with state and federal law and all applicable Board of Education (the Board) Policies.

This Policy shall be published on the District website.

II. Scope of Policy

A. Protected Information

1. The term Protected Information used in this Policy includes both, Protected Student Information, and Protected Teacher and Principal Information that is recorded in any form, including paper or digital, and text or image or sound.

2. The term Protected Student Information means personally identifiable information as defined in the federal regulations implementing the Family Educational Rights and Privacy Act (FERPA), found at 34 C.F.R. Section 99.3.

3. The term Protected Teacher and Principal Information means personally identifiable information about an individual's Annual Professional Performance Review (APPR) rating, as described in Education Law Section 3012-c(10).

B. Affected Persons and Entities

1. The term Student includes any person attending school in an educational agency, or seeking to become enrolled in an educational agency.

2. The term Parent includes the parent, legal guardian, or person in parental relation to a Student.

3. The term Data Subject includes any Student and the Parent of the Student, and any teacher or principal who is identified in II. A., Protected Information held by the District.

4. As used in this Policy, the term Third Party means any person or organization that (a) is not employed by this District and is not an Educational Agency and (b) receives Protected Information from this District. The term Third Party includes for-profit organizations, not-for-profit organizations, higher education institutions, and governmental agencies that are not Educational Agencies (such as law enforcement agencies).

5. As used in this Policy, the term Educational Agency includes public school districts, boards of cooperative educational services, charter schools, the State Education Department, certain pre-k programs, and special schools described in Section 2-d of the Education Law; higher education institutions are not Educational Agencies for purposes of this Policy.

C. Other Important Definitions

1. The term Breach means the unauthorized acquisition of, access to, use of, or disclosure of Protected Information by or to a person who is not authorized to acquire, access, use, or receive that Protected Information.

2. A Disclosure of Protected Information occurs when that information is released, transferred, or otherwise communicated to an unauthorized party by any means, including oral, written, or electronic; a disclosure occurs whether the exposure of the information was intentional or unintentional. A Disclosure is Unauthorized if it is not permitted by state or federal law or regulation, or by any lawful contract, or not made in response to a lawful order of a court or tribunal.

3. The term Commercial or Marketing Purpose means (a) the sale of Protected Student Information, (b) the use or disclosure of Protected Student Information by any party (including the District) for purposes of receiving remuneration, either directly or indirectly, (c) the use of Protected Student Information for advertising purposes, (d) the use of Protected Student Information to develop or improve a Third Party product or service, or (e) the use of Protected Student Information to market products or services to students.

D. Implementation with Other Policies and Laws

The District has adopted other Policies and practices to comply with state and federal laws such as FERPA, Individuals with Disabilities Education Act (IDEA), and the National School Lunch Act. This Policy will be implemented to supplement, and not replace, the protections provided by those laws, as recognized in District Policies and practices.

III. General Principles for Use and Security of Protected Information

A. Intentional Use of Protected Information

1. All District staff and officers are expected to receive, create, store, and transfer the minimum amount of Protected Information necessary for the District to implement its education program and to conduct operations efficiently. In particular, the number of email documents containing Protected Information should be minimized.

2. Protected Student Information will only be disclosed to other District staff or Third Parties when that person or entity can properly be classified as a school official with a legitimate educational interest in that Protected Information, meaning that the person or entity requires that information to perform their job or fulfill obligations under a contract with the District.

3. Protected Information shall not be disclosed in public reports or other public documents.

4. Before Protected Student Information is disclosed to a Third Party, there shall be a determination that the disclosure of the Protected Information to that Third Party will benefit the student(s) whose information is being disclosed and the District.

5. Except as required by law or in the case of educational enrollment data, the District shall not report to the State Education Department student juvenile delinquency records, student criminal records, student medical and health records, or student biometric information.

B. Commercial and Marketing Use of Protected Information Prohibited

The District shall not sell protected information or use or disclose protected information for the purpose of receiving remuneration either directly or indirectly. The District shall not facilitate the use of Protected Information by another party for that party's commercial or marketing purpose.

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION
(DATA SECURITY AND PRIVACY)

IV. Data Protection Officer

A. Board Designation

Upon the recommendation of the Superintendent, the Board will designate a Data Protection Officer. The designation shall be made by formal action at a Board meeting.

B. Responsibilities of Data Protection Officer

1. The Data Protection Officer shall be responsible for the implementation of this Policy, under the supervision of the Superintendent, if not the Superintendent, and consistent with other Board Policies.

2. The Data Protection Officer shall serve as the initial point of contact for data security and privacy matters affecting the District, including communications with the Chief Privacy Officer of the State Education Department.

3. In addition to specific responsibilities identified in this Policy, the Data Protection Officer shall oversee the District assessment of its risk profile and assist the Superintendent, if not the Superintendent, in identifying appropriate steps to decrease the risk of Breach or Unauthorized Disclosure of Protected Information, in alignment with the National Institute of Standards and Technology (NIST) Cybersecurity Framework.

V. Actions to Reduce Cybersecurity Risk

A. NIST Cybersecurity Framework

1. The District shall plan, install, maintain, operate, and upgrade its digital information network systems, infrastructure, and practices in alignment with the NIST Cybersecurity Framework, version ~~1.0~~ 2.0, or any future cybersecurity standard adopted by the NYS Education Department, with the goal of steadily reducing the risk of unauthorized disclosure of, or access to, the Protected Information stored on and transmitted through the network.

2. In accordance with the approach of the NIST Cybersecurity Framework, the Superintendent shall direct appropriate District personnel, including the Data Protection Officer, to continually assess the current cybersecurity risk level of the District, identify and prioritize appropriate "next steps" for the District to take to reduce cybersecurity risk, and implement actions

to reduce that risk, consistent with available fiscal and personnel resources of the District.

3. Decisions regarding procurement and implementation of hardware and software, and decisions regarding the collection and use of Protected Information, shall take into consideration the anticipated benefit to the education program or operations of the District, and the potential increase or decrease in the risk that Protected Information will be exposed to unauthorized disclosure.

B. Setting Expectations for Officers and Employees

1. Notice of this Policy shall be given to all officers and employees of the District.

2. Officers and employees of the District shall receive annual cybersecurity training designed to help them identify and reduce the risk of unauthorized disclosures of Protected Information. ~~Each employee shall receive such training at least annually.~~ This training shall include information about the state and federal laws that govern Protected Information and how to comply with those laws and meet District expectations for use and management of Protected Information.

VI. Parents Bill of Rights for Data Privacy and Security

A. Content of the Parents Bill of Rights for Data Privacy and Security

The District publishes on its website and will maintain a Parents Bill of Rights for Data Privacy and Security that includes all elements required by the Commissioner's Regulations, including supplemental information about data-sharing agreements as described in Part B below.

B. Public Access to the Parents Bill of Rights for Data Privacy and Security.

The Parents Bill of Rights for Data Privacy and Security shall be posted on the District website. The website copy of the Parents Bill of Rights for Data Privacy and Security shall include links to the following supplemental information about each contract between the District and a Third Party that receives Protected Information:

1. The exclusive purpose(s) for which the District is sharing the Protected Information with the Third Party;

2. How the Third Party will ensure that any other entities with which it shares the Protected Information, if any, will comply with the data protection and security provisions of law and the contract;

3. When the agreement expires and what happens to the Protected Information when the agreement expires;

4. That a Data Subject may challenge the accuracy of the Protected Information through the process for amending education records under the Education Records Policy of the District (Protected Student Information) or the appeal process under the APPR Plan of the District (Protected Teacher and Principal Information);

5. Where the Protected Information will be stored (described in a way that protects data security); and

6. The security protections that will be taken by the Third Party to ensure that the Protected Information will be protected, including whether the data will be encrypted.

VII. Standards for Sharing Protected Information with Third Parties

A. Written Agreement For Sharing Protected Information With a Third Party Required

1. Protected Information shall not be shared with a Third Party without a written agreement that complies with this Policy and Section 2-d of the Education Law.

2. Disclosing Protected Information to other educational agencies does not require a specific written agreement, because educational agencies are not Third Parties. However, any such sharing must comply with FERPA and Board Policy.

3. When the District uses a cooperative educational services agreement (CoSer) with a BOCES (the CoSer BOCES) to access an educational technology platform that will result in Protected Information from this District being received by a Third Party, this District will confirm that the product is covered by a contract between the CoSer BOCES and the Third Party that complies with Education Law Section 2-d. This District will confirm with the CoSer BOCES the respective responsibilities of this District and the CoSer BOCES for providing breach notifications and publishing supplemental information ~~about~~ are included in the contract.

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION
(DATA SECURITY AND PRIVACY)

B. Review and Approval of Online Products and Services Required

1. District staff do not have authority to bind the District to the Terms of Use connected to the use of online software products, regardless of whether there is a price attached to the use of the online product. Any staff member considering the use of an online product to perform the duties of their position should carefully read the online Terms of Service to determine whether accepting those terms will be considered binding on the District by the vendor.

2. If the use of an online product will result in the vendor receiving Protected Information, then the vendor is a Third Party and any agreement to use the online product must meet the requirements of this Policy and Education Law Section 2-d. **Therefore, no staff member may use an online product that shares Protected Information until use of that product has been reviewed and approved by the Data Protection Officer.**

3. The Superintendent and/or the Data Protection Officer, shall establish a process for the review and approval of online technology products proposed for use by instructional or non-instructional staff.

C. Minimum Required Content for Third Party Contracts

1. Protected Information may not be shared with a Third Party unless there is a written, properly authorized contract or other data-sharing agreement that obligates the Third Party to:

a. maintain the confidentiality of the Protected Information in accordance with all applicable state and federal laws;

b. maintain the confidentiality of the Protected Information in accordance with this Policy;

c. use the shared Protected Information only for the purpose(s) specifically described in the contract, and to not use the Protected Information for any Commercial or Marketing Purpose;

d. limit access to Protected Information to only those officers and employees who need access in order to perform their duties in fulfilling the contract on behalf of the Third Party;

e. ensure that no officer or employee of the Third Party will be given access to Protected Information until they have received training in

the confidentiality requirements of state and federal laws and this Policy;

f. not disclose any Protected Information to any other party who is not an authorized representative of the Third Party using the information to carry out Third Party's obligations under the contract, unless (i) Third Party has the prior written consent of the Data Subject to disclose the information to that party, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;

g. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Information in its custody;

h. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U S. Department of Health and Human Services (HSS) in guidance issued under P.L. 111-5, Section 13402(H)(2);

i. notify the District of any breach of security resulting in an unauthorized release of Protected Information by the Third Party or its assignees in violation of state or federal law, or in violation of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay but no more than seven (7) calendar days after the discovery of the breach; and

j. where a breach or unauthorized disclosure of Protected Information is attributed to the Third Party, the Third Party shall pay for or promptly reimburse the District for the full cost incurred by this District to send notifications required by the Education Law.

2. The contract or other data-sharing agreement with the Third Party must include the Third Party's Data Security and Privacy Plan that is accepted by the District. The Plan must include a signed copy of the District Parents Bill of Rights for Data Privacy and Security, and shall:

a. warrant that the Third Party's practices for cybersecurity align with the NIST Cybersecurity Framework ~~1.0~~ 2.0, or any future

cybersecurity standard adopted by the NYS Education Department;;

b. equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection;

c. outline how the Third Party will implement all state, federal, and local data security and privacy contract requirements over the life of the contract, consistent with this Policy;

d. specify the administrative, operational and technical safeguards and practices it has in place to protect Protected Information that it will receive under the contract;

e. demonstrate that it complies with the requirements of Section 121.3(c) of the Commissioner's Regulations;

f. specify how officers or employees of the Third Party and its assignees who have access to Protected Information receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;

g. specify if the Third Party will utilize sub-contractors and how it will manage those relationships and contracts to ensure Protected Information is protected;

h. specify how the Third Party will manage data security and privacy incidents that implicate Protected Information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the District; and

i. describe whether, how, and when data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the Third Party when the contract is terminated or expires.

3. The contract or other data-sharing agreement with the Third Party must also include information sufficient for the District to publish the supplemental information about the agreement described in Part VI-B of this Policy.

VIII. District Response to Reported Breaches and Unauthorized Disclosures

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION
(DATA SECURITY AND PRIVACY)

A. Local Reports of Possible Breach or Unauthorized Disclosures

1. Data Subjects and other District staff who have information indicating that there has been a Breach or Unauthorized Disclosure of Protected Information must report that information to the Data Protection Officer.

2. The report of suspected Breach or Unauthorized Disclosure must be made in writing. A report received by email will be considered a written report. The report shall provide as much information as is available to the reporting party concerning what Protected Information may have been compromised, when and how the possible Breach or Unauthorized Disclosure was discovered, and how the Data Privacy Officer may contact the reporting party. The Data Protection Officer shall make a form available online and in each school office to be used for reporting a suspected Breach or Unauthorized Disclosure.

3. The Data Protection Officer, or designee, shall take the following steps after receiving a report of a possible Breach or Unauthorized Disclosure of Protected Information:

   a. promptly acknowledge receipt of the report;

   b. determine, in consultation with appropriate technical staff, what, if any, technology-based steps should be taken immediately to secure against further compromise of Protected Information;

   c. conduct a thorough factfinding to determine whether there has been a Breach or Unauthorized Disclosure of Protected Information, and, if so, the scope of the Breach or Unauthorized Disclosure and how it occurred;

   d. if a Breach or Unauthorized Disclosure of Protected Information is found to have occurred, implement the Cybersecurity Incident Response Plan to correct and ameliorate the Breach or Unauthorized Disclosure and provide appropriate notifications to the SED Chief Privacy Officer and affected Data Subjects; and

   e. when the factfinding process is complete, provide the reporting party with the findings made at the conclusion of the factfinding process; this should occur no later than sixty (60) days after the receipt of the initial report, and, if additional time is needed, the reporting party shall be given a written explanation within the sixty (60) days that includes the approximate date when the findings will be available.

4. The Data Protection Officer shall maintain a record of each report received of a possible Breach or Unauthorized Disclosure, the steps taken to investigate the report, and the findings resulting from the investigation in accordance with applicable record retention policies, including Records Retention and Disposition Schedule for New York Local Government Records (LGS-1) ~~ED-1.~~.

5. When this reporting and factfinding process results in confirmation of a Breach or Unauthorized Disclosure of Protected Information, the Data Protection Officer, or designee, shall follow the notification procedures described in Part VIII. B., below.

6. The availability of this process for reporting suspected Breaches or Unauthorized Disclosures of Protected Information shall be communicated to all staff and all student households, in addition to the general posting of this Policy on the District website.

B. Notification of Breach or Unauthorized Disclosure of Protected Information

1. Third Parties who learn of the Breach or Unauthorized Disclosure of Protected Information received from the District are required by law to notify the District of that occurrence no more than seven (7) days after their discovery of the Breach or Unauthorized Disclosure. When the District receives such a notification, the Data Protection Officer, or designee, shall promptly obtain from the Third Party the following information if it is not already included in the notice:

   a. a brief description of the Breach or Unauthorized Disclosure;

   b. the dates of the incident;

   c. the dates of the discovery by the Third Party;

   d. the types of Protected Information affected; and

   e. an estimate of the number of records affected.

2. When the District is notified by a Third Party of a Breach or Unauthorized Disclosure of Protected Information in the custody of the Third Party, the Data Protection Officer shall notify the Chief Privacy Officer of the State Education Department of that information within ten (10) calendar days of receiving it from the Third Party, using the form provided by the Chief Privacy Officer.

3. When the District learns of an Unauthorized Disclosure of Protected Information originating within the District, whether as the result of a report made under this Policy or otherwise, the Data Protection Officer shall notify the Chief Privacy Officer of the State Education Department of that information within ten (10) calendar days of discovering the Unauthorized Disclosure, using the form provided by the Chief Privacy Officer.

4. When the District has received notification from a Third Party of a Breach or Unauthorized Disclosure of Protected Information, or has otherwise confirmed that a Breach or Unauthorized Disclosure of Protected Information has occurred, the District shall notify all affected Data Subjects by first class mail to their last known address, by email, or by telephone, of the Breach or Unauthorized Disclosure. Notifications by email shall be copied into the record of the incident. Logs of telephone notifications shall be maintained with each record signed by the District employee making the contact. Each notification shall include the following information:

   a. each element of information described in paragraph 1 above,

   b. a brief description of the District investigation of the incident or plan to investigate; and

   c. contact information for the Data Protection Officer as a point of contact for any questions the Data Subject may have.

5. The notification of affected Data Subjects shall be made in the most expedient way possible and without unreasonable delay, but no later than sixty (60) calendar days after the discovery of the Breach or Unauthorized Disclosure or the receipt of the notice from the Third Party. If notification within the sixty (60) day period would interfere with an ongoing law enforcement investigation or would risk further disclosure of Protected Information by disclosing an unfixed security vulnerability, notification may be delayed until no later than seven (7) calendar days after the risk of interfering with the investigation ends or the security vulnerability is fixed.

6. Where notification of affected Data Subjects is required because of a Breach or Unauthorized Disclosure attributed to a Third Party, the Data Protection Officer shall prepare and submit to the Third Party a claim for reimbursement, as provided in Section 2-d of the Education Law.

7. Where notification of affected Data Subjects is required because of a Breach or Unauthorized Disclosure of Protected Information under this Policy, the Data Protection Officer shall also determine whether the District is required to provide any notifications pursuant to the Information Security Breach policy.

==========

New York Mills Union Free School District

Legal Ref: NYS Education Law Section 2-d; 8 NYCRR Part 121; Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g

Cross Ref: 7500, Education Records; 5303, Information Security Breach; 5301, Internet Safety

Adopted: 07/07/20

Revised: _____

5.8 Policy 6010 Prohibition of Sexual Harassment and Discrimination in the Workplace (First Read)

PERSONNEL 6010

Policy is Required.

PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION IN THE WORKPLACE

I. Statement of Policy

A. The New York Mills Union Free School District (the District) is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their sex, gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are similar and are further described in District policies prohibiting harassment, discrimination, and bullying (District Policies 0015 and 0013). All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This Policy is one (1) component of District commitment to a discrimination-free work environment.

B. The goal of this Policy is to teach employees to recognize sexual discrimination and to provide the tools to take action when it occurs.

C. The District Policy applies to all employees, applicants for employment, and interns, whether paid or unpaid, anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone else providing services in the workplace. It also includes persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with the District. Clients, customers, constituents, and visitors are also included in this Policy. This Policy will use the term "covered individual" to refer to those individuals who are not direct employees of the District.

D. Sexual harassment or discrimination can occur between any individuals, regardless of their sex or gender.

E. Unlawful sexual harassment or discrimination is not limited to the physical workplace itself. It can occur while employees are working remotely, traveling for business, or at District sponsored events or parties. Calls, texts, emails, and social media posts by employees or covered individuals can constitute unlawful workplace harassment regardless of where it occurs and whether personal or District devices are used.

Policy is Required.

PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION IN THE WORKPLACE

F. Though the focus of this Policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race (including but not limited to hair texture and protective hairstyles), creed, religion, color, national origin, immigration status or citizenship, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or ~~domestic violence survivor~~ status as a victim of domestic violence, or pregnancy-related conditions. The prevention policies outlined in this Policy, as well as the other District policies that prohibit harassment, discrimination, and bullying, should be considered applicable to all protected classes.

II. Sexual Harassment Definition

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

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

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

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

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

D. Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression, and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary.

1. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female.
2. A transgender person is someone whose gender is different than the sex they were assigned at birth.
3. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do.

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

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

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

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

G. Examples of Sexual Harassment

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

1. Physical acts of a sexual nature, such as:
   a. Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
   b. Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy. (See, External Remedies Section.)

2. Unwanted sexual comments, advances, or propositions, such as:
   a. Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
      i. This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
      ii. Subtle or obvious pressure for unwelcome sexual activities; or
      iii. Repeated requests for dates or romantic gestures, including gift-giving.

3. Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.

4. Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:

a. Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
b. Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.

5. Sexual or discriminatory displays or publications anywhere in the workplace, such as:
   a. Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
   b. This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.

6. Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
   a. Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
   b. Sabotaging an individual's work;
   c. Bullying, yelling, or name-calling;
   d. Intentional misuse of an individual's preferred pronouns; or
   e. Creating different expectations for individuals based on their perceived identities:

      i. Dress codes that impose a greater burden on one gender over another;
      ii. Leaving parents/caregivers out of meetings.

H. When a complaint is made, an investigation will happen pursuant to the applicable District policies whenever a complaint is received about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. The District will conduct a prompt and thorough investigation that is fair to all parties.

III. Retaliation

Policy is Required.

PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION IN THE WORKPLACE

A. Unlawful retaliation is any action by an employer or supervisor that seeks to punish a worker or covered individual for engaging in protected activity. The person engaged in the protected activity is protected from retaliation if the person had a good faith belief that the practices were unlawful even if the alleged harassment does not turn out to rise to the level of a violation of law or Policy. Examples of unlawful retaliation include, but are not limited to:

1. Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
2. Publicly releasing personnel files;
3. Refusing to provide a reference or providing an unwarranted negative reference;
4. Labeling an employee as "difficult" and excluding them from projects to avoid "drama";
5. Undermining an individual's immigration status; or
6. Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.
7. Threats of physical violence out of work hours or disparaging someone on social media could also be considered retaliation under this Policy.

B. Protected activity includes but is not limited to: making or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. Additional protected activities could include:

1. making a complaint of sexual harassment or discrimination, either internally or with any government agency;
2. testifying or assisting in a proceeding involving sexual harassment or discrimination, making a verbal or informal complaint of harassment or by informing a supervisor or manager of suspected harassment or discrimination; or
3. encouraging a fellow employee to report harassment.

C. This anti-retaliation provision is not intended to protect persons making intentionally false charges of harassment or discrimination.

D. If allegations of retaliation are received by the District in connection with a complaint ~~of sexual harassment or discrimination~~ under this Policy, an investigation will be conducted ~~pursuant to this Policy~~. Possible consequences for a finding of retaliation by an employee against another person for engaging in

protected activities shall include, but not be limited to, counseling, discipline, suspension, and/or termination.

IV. Bystander Intervention

A. An employee witnessing harassment as a bystander is encouraged to report it.

B. A supervisor or manager who witnesses harassment as a bystander is **required** to report it.

C. There are five (5) standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. Interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. Ask a third party to help intervene in the harassment;
3. Record or take notes on the harassment incident to benefit a future investigation;
4. after the incident, check in with the person who has been harassed, see how they are feeling and let them know the behavior was not ok; and
5. Confront the harasser and name the behavior as inappropriate. Physical assault is never an appropriate way to confront harassment.

D. Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace.

V. Reporting Sexual Harassment

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

B. The District Compliance Coordinator is:

~~Mrs. Mary Facci, K-12 Executive Principal~~
Mr. Todd Manley, Principal
1 Marauder Blvd. NY Mills, 13417
315-768-8124
tmanley@newyorkmills.org

Policy is Required.

PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION IN THE WORKPLACE

~~mfacci@newyorkmills.org~~

C. Form of Complaint

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

VI. Administrator and Supervisor Responsibilities

A. Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the District Compliance Coordinator. If Managers and supervisors observe such behavior, they must act.

B. Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment or discrimination to continue after they know about it.

C. Supervisors and managers will also be subject to discipline for engaging in any retaliation.

D. The District will work with individuals who have experienced harassment or discrimination to ensure the workplace is safe, supportive, and free from retaliation during and after any investigation.

VII. Reports, Complaints, and Investigations of Sexual Harassment

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

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

B. Employees shall be required to cooperate in an investigation of suspected sexual harassment or discrimination.

C. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

D. Upon receiving a written report of possible harassment, bullying, or discrimination, the Compliance Coordinator will log the report, acknowledge in writing its receipt, and conduct a fact-finding inquiry designed to determine, based upon a preponderance of the evidence, what transpired. While the specific process may vary from case to case, investigations will be done in accordance with the following steps~~. Upon receipt of a complaint, the District Compliance Coordinator will~~:

1. Conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take interim action ~~(for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment)~~, as appropriate.
2. If complaint is verbal, a request to the Complainant will be made to complete the written complaint form. If the Complainant does not wish to do so, the District Compliance Coordinator prepare a complaint form or equivalent documentation based on the verbal reporting;
3. Take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The Compliance Coordinator or designee will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
4. Seek to interview all parties involved, including any relevant witnesses. Interviews shall be scheduled and conducted in compliance with applicable provisions of New York law and collective bargaining agreements. Each person interviewed shall be reminded that they are protected by the non-retaliation provision of this Policy, and that they are bound by that provision;

5. Create a written documentation of the investigation which contains the following:

   i. A list of all documents reviewed and a detailed summary of relevant documents;
   ii. A list of names of those interviewed with a detailed summary of their statements;
   iii. A timeline of events;
   iv. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
   v. The basis for the decision and final resolution of the complaint, together with any remedial measures and/or corrective action(s).

6. Keep the written documentation and associated documents in a secure and confidential location;
7. Promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
8. Inform the complainant of the right to file an external complaint (outside of the District) as outlined later in this Policy.

VIII. Review of Compliance Coordinator's Determination

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

~~A. A request for review must be made in writing and filed with the District Clerk within ten (10) business days of receiving the written notice of the determination.~~

~~B. The person requesting review shall provide a written explanation of their objection(s) to the determination, including the corrective action taken if any. That statement shall be filed with the District Clerk at least five (5) business days before the Board meeting at which the review will be conducted.~~

A. If a party is not satisfied with the determination of the Compliance Coordinator or other designated investigator they may request a review by the Superintendent or their designee.

B. A request for review by the Superintendent must be made in writing and filed with the Superintendent's office within **[Recommended to align with 0013 and 0015:** fourteen (14)**]** calendar days of receiving the written notice of the determination. The person requesting review shall provide a written explanation of their objection(s) to the determination, including the corrective action taken if any. The person requesting review shall limit their submission to their written statements.

C. The Superintendent will provide the person appealing with a written verification of receipt, the name of the person reviewing the appeal, and an anticipated decision date.

IX. Corrective Actions and Remedial Measures

A. The Superintendent or designee has the discretion to implement immediate corrective action, pending the completion of a fact-finding inquiry, to protect an individual when the Superintendent concludes that the circumstances of a particular report warrant that action.

B. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment or discrimination will depend on the degree of harassment and might include education, counseling, or discipline. It may also lead to suspension or termination when appropriate.

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

activity or on District property may have their future access to District and its activities limited, as deemed appropriate under the circumstances.

X. Notifications and Training

A. This Policy must be provided to all employees in hard copy or digital form, annually, upon hiring, and posted prominently in work locations and on the District website.

B. The District shall provide annual training to all staff on the prohibition of sexual harassment and discrimination in the workplace. New hires must also receive training. A copy of the training materials and policy shall be provided either in hardcopy or electronically at the time of training.

XI. Legal Protections and External Remedies

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

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

1. You may learn more about your rights under the Human Rights Law by calling the Division's toll-free telephone number (888-392-3644) or visiting the Division's website (www.dhr.ny.gov). DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Contact the Division via TDD/TTY at 718-741-8300.
2. Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.
3. Call the DHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint or access a form at https://dhr.ny.gov/complaint. This hotline can also provide you with a

referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

4. You may file a complaint with the Division within three (3) years of the event you feel was harassment. You do not need a lawyer to file a complaint with the Division and there is no cost to do so. The Division will investigate your complaint and make a determination whether there is probable cause to believe sexual harassment occurred. Probable cause cases receive a public hearing before an administrative law judge. The Division will provide an attorney. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.
5. An individual may not file with DHR if they have already filed a HRL complaint in state court.

C. Federal laws, including Title VII of the Civil Rights Act of 1964, also prohibit discrimination in employment and public accommodation, including sexual harassment. Your rights can be enforced by filing a charge of discrimination with the United States Equal Employment Opportunity Commission (EEOC).

1. You may file a charge with the EEOC within three hundred (300) days of the most recent event you feel was harassment or discrimination. You do not need a lawyer to file a charge with the EEOC.
2. An employee alleging discrimination at work can file a "Charge of Discrimination." A form is available at https://www.eeoc.gov/filing-charge-discrimination
3. The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at https://www.eeoc.gov or via email at info@eeoc.gov.
4. The EEOC will investigate your charge. If it determines there is reasonable cause to believe that unlawful discrimination occurred, the EEOC will attempt to obtain a remedy on your behalf through a conciliation process. If that is not successful, the EEOC (or Department of Justice in some cases), will decide whether to file a lawsuit. If they decide not to sue, you will be given a Notice of Right to Sue permitting an employee to file a lawsuit in federal court.
5. If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

D. You may start a lawsuit in the state Supreme Court within three years of the event you feel was harassment. You can start a lawsuit yourself (pro se), but it is recommended that you retain a lawyer who is familiar with court procedures.

E. Many localities enforce laws protecting individuals from sexual harassment and discrimination. Contact the county, city, or town of residence to find out if such a law exists.

F. Local Police Department: If the harassment involves unwanted physical touching or contact, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

5.9 Policy 0015 Prohibition of Discrimination, Harassment and Bullying (First Read)

Policy

GENERAL COMMITMENTS 0015

Policy is Required.

~~EQUAL OPPORTUNITY AND~~ PROHIBITION OF DISCRIMINATION, HARASSMENT AND BULLYING

I. Statement of Policy:

A. The New York Mills Union Free School District (the District) provides education programs and services, does business with vendors and the public, provides equal access to other groups designated by Federal and State law~~all groups and/or organizations protected under 20 US Code §7905, Equal Access to Public School Facilities, (aka the "Boy Scouts of America Equal Access Act")~~, and makes decisions regarding employment without consideration of an individual's race, (including but not limited to hair texture and protective hairstyles), color, creed, religion, national origin (regardless of English language skills), citizenship or immigration status, age, sex (including gender and gender identity~~, and sexual orientation)~~, marital status, military or veteran status, disability, predisposing genetic characteristics, arrest record, or prior criminal convictions, except when sex or age are a bona fide occupational qualification, when a criminal conviction is related to job duties, and when an individual's religion or disability warrants reasonable accommodation.

B. ~~Our~~ The District's commitment to provide education programs and services without discrimination includes participation in nonacademic and extracurricular services such as transportation, counseling services, student clubs, and physical education and athletics.

C. ~~Our~~ The District's commitment to provide employment without harassment, including sexual harassment, discrimination includes recruiting, employment decisions, promotion opportunities, compensation, fringe benefits, workplace conditions, workplace discipline, and termination decisions.

D. No student shall be subjected to harassment or bullying (as defined below) by employees or students on school property or at a school function. No student shall be subjected to discrimination based on a person's actual or perceived race, (including but not limited to hair texture and protective hairstyles), color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression), or sex by another student or a school employee on school property or at a school function. This Policy does not prohibit a denial of admission into, or an exclusion from, a course of instruction that is permissible under the New York State Education Law and Federal Title IX of the Education Amendments of 1972; nor does it prohibit actions that are permissible under Section 504 of the Rehabilitation Act of 1973.

E. The goal of this Policy is to create a school environment that is free from harassment, bullying, and discrimination. This Policy shall be interpreted and implemented so that the District complies with its obligations under Titles VI and

Policy is Required.

~~EQUAL OPPORTUNITY AND~~ PROHIBITION OF DISCRIMINATION, HARASSMENT AND BULLYING

VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1975, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 201-g of the New York Labor Law, Section 504 of the Rehabilitation Act of 1973, the New York State Human Rights Law, and the New York State Education Law, as interpreted and enforced by applicable regulations.

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

II. Opportunities for Individuals with Disabilities:

A. Education Programs, Services, and Activities: A student with a disabling condition who qualifies for services under the Individuals with Disabilities Education Act (IDEA) and Part 200 of the Regulations of the Commissioner of Education shall receive services in accordance with the Special Education Policy. A student with a condition that is considered a disability for purposes of Section 504 of the Rehabilitation Act of 1973, but does not qualify for services under the IDEA, shall be provided educational programs, services, and activities in accordance with Section 504.

B. Employment: An employee with a condition that is defined as a disability, or with a history of such a condition, and who is otherwise qualified to perform the essential functions of the position, shall not be denied any employment opportunity or benefit. When a reasonable accommodation will permit an applicant or employee to perform the essential functions of the position, the District will provide a reasonable accommodation that does not impose an undue burden upon the District.

C. Public Accommodation: District facilities shall be designed, constructed, and maintained so that, when each part of the District's program is viewed in its entirety, that part of the program is readily accessible to handicapped persons. In addition to physical facilities, the District's website and other public-facing communication channels shall be designed and implemented to be accessible to all members of the public; provided that proposed accessibility measures do not fundamentally alter the features of the website or other communication channel, and do not result in an undue financial or administrative burden to the District. The District shall not assume responsibility for the operation, content, or accessibility of third-party sites that may be accessed from a link on the District's website or other communication channels. Persons encountering difficulty accessing any District program or service, including physical facilities or digital

communication channels, are encouraged to use the complaint process in this Policy to seek resolution of the problem.

III. Harassment, Bullying, and Discrimination Prohibited:

A. General Standard of Conduct

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

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

B. Conduct Directed at a Student

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

1. Creates a hostile environment that has or would have the effect of unreasonably and substantially interfering with

   a. the student's educational performance, opportunities, or benefits, or

   b. the student's physical, emotional, or mental well-being, or

   c. causes, or would reasonably be expected to cause, harm to the student's emotional well-being through the creation of a hostile school environment that is so severe, or so pervasive, that it substantially and unreasonably interferes with the student's education.

2. Conduct that occurs off school property will be classified as a violation of this Policy if it creates, or foreseeably would create, a risk of substantial disruption within the school environment.

3. Conduct that occurs through electronic communication will be classified as a violation of this Policy if it otherwise fits the definition set forth in this section.

C. Conduct Directed at Someone Other than a Student

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

1. It has the purpose or the effect of substantially interfering with the person's work performance; or

2. The person is explicitly or implicitly told that they must submit to that treatment in order to receive or continue to receive employment opportunities; or

3. A decision by the District about that person's employment is influenced by whether that person has submitted to the treatment or objected to it.

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

1. Physical assaults of a sexual nature, such as:

   a. Rape, sexual battery, molestation, or attempts to commit these assaults.

   b. Intentional or unintentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.

2. Unwanted sexual advances, propositions or other sexual comments, such as:

a. Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion, or other job benefits or detriments;

b. Subtle or obvious pressure for unwelcome sexual activities;

c. Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience which create a hostile work environment.

3. Sexual or discriminatory displays or publications anywhere in the workplace, such as displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic.

E. Anyone who feels that they have experienced prohibited discrimination or harassment should bring this to the District's attention by using the Complaint Procedure described below. Administrators and other supervisors who observe conduct that might constitute harassment, including sexual harassment, are required to report that conduct to the Compliance Coordinator and the Title IX Coordinator(s).

F. An employee, including supervisors and managers, who subject another employee to harassment, including sexual harassment, will be subject to disciplinary consequences, consistent with applicable laws and collective bargaining agreements.

G. Conduct that occurs away from school property, such as on social media or at after-hours events, may violate this policy if it has a prohibited workplace impact.

H. Allegations of sexual harassment and discrimination will be investigated pursuant to Policy 6010, this Policy, and any other applicable policy or law that prohibits such conduct in the workplace or educational setting.

IV. Strategy to Prevent Harassment, Bullying, and Discrimination

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

A. Expand student and employee awareness of the problem;

B. Train staff and instruct students about appropriate, non-discriminatory behavior;

C. Respond to reports of conduct that may violate this Policy; and

D. Implement corrective and restorative measures as appropriate, when unacceptable conduct occurs.

V. Compliance and Dignity Act Coordinator(s):

A. The District's Compliance Coordinator for purposes of implementing this Policy shall be:

~~Mrs. Mary Facci~~ Mr. Todd Manley, **Principal**
~~Phone:~~ 315-768-8124
1 Marauder Boulevard
NY Mills, NY 13417
~~E-mail: mfacci@newyorkmills.org~~ tmanley@newyorkmills.org

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

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

B. The Principal(s) are designated as the District's DASA Coordinator for that school building, and their names and contact information shall be included in the Code of Conduct and prominently displayed in each office. The DASA Coordinator(s) are responsible for receiving complaints of conduct directed at students by adults or other students that may be harassment, bullying, or discrimination as described in Part I-D and Part III of this Policy; conducting a thorough fact-finding regarding those complaints; determining whether a violation of this Policy has occurred; overseeing the implementation of corrective action when required; and keeping accurate records of complaints received and action taken, as required by the State Education Department. The DASA Coordinators serve as the Superintendent's designee for purposes of Article 2-A of the Education Law (DASA).

C. The Compliance, Title IX, and DASA Coordinators shall promptly inform each other of complaints that involve conduct that may violate these other District policies, for further review and investigation, if required.

D. When there is a complaint of possible discrimination, harassment, or bullying by the Compliance Coordinator, or a DASA Coordinator, the Superintendent shall designate another school official to conduct the necessary fact-finding and make recommendations.

VI. Complaint and Fact-finding Procedure:

A. Report of Possible Harassment, Bullying or Discrimination: The Superintendent or designee shall create a Report of Possible Discrimination or Harassment and DASA Incident Reporting Form. The Compliance Coordinator and DASA Coordinators shall make sure that these forms are available in each school building, and their availability is known to those who may need to use them. The use of these forms is encouraged but not required; the Compliance Coordinator or DASA Coordinators shall conduct a fact-finding inquiry anytime a written or oral report is received that contains enough information to reasonably investigate is received.

1. An employee or other adult may report possible discrimination or harassment directed at them or another employee or other adult to the employee's supervisor or directly to the Compliance Coordinator. If the report is about conduct by the Compliance Coordinator, the report may be made to the Superintendent. If an employee makes a verbal report, they shall be asked to make a written report and told of the availability of the Report form.

2. A student may report possible harassment, bullying or discrimination directed at them or another student to any teacher, counselor, or school administrator. If a student makes a verbal report, they shall be asked to make a written report and told of the availability of the Report form.

a. The person to whom the report is made is also responsible for reporting in writing their conversation and other available information to the DASA Coordinator or Compliance Coordinator. The employee must make an oral report to the DASA Coordinator within one (1) school day, followed by a written report to a DASA Coordinator no more than two (2) school days after their oral report.

b. School staff shall be trained on how to receive and refer student complaints.

3. A parent, and persons in parental relation, school volunteer, or other member of the public who wishes to report possible harassment, bullying, or discrimination against a student shall make the report to the Superintendent, the Compliance Coordinator, a DASA Coordinator, or any administrator or teacher. If a verbal report is made, a written report shall be requested. The person to whom the report is made is also responsible for reporting in writing their conversation and other information to the Compliance Coordinator.

~~4. District employees who either witness conduct directed at a student that may be harassment, bullying, or discrimination, or receive an oral or written report of such conduct, must report that to a DASA Coordinator. The employee must make an oral report to the DASA Coordinator within one (1) school day, followed by a written report to a DASA Coordinator no more than two (2) school days after their oral report.~~

B. Fact-finding Inquiry: Upon receiving a written report of possible harassment, bullying, or discrimination, the Compliance Coordinator or DASA Coordinator shall log the report, acknowledge in writing its receipt, and conduct a fact-finding inquiry designed to determine with a reasonable degree of probability what actually transpired.

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

1. Conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take interim action (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate.

2. If complaint is verbal, a request to the Complainant will be made to complete the written complaint form. If the Complainant does not wish to do so, the District Compliance Coordinator prepare a complaint form or equivalent documentation based on the verbal reporting;

3. Take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The Compliance Coordinator or designee will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;

4. Seek to interview all parties involved, including any relevant witnesses. Interviews shall be scheduled and conducted in compliance applicable

provisions of New York State and collective bargaining agreements. Each person interviewed shall be reminded that they are protected by the non-retaliation provision of this Policy, and that they are bound by that provision;

5. Create a written documentation of the investigation which contains the following:
   a. A list of all documents reviewed and a detailed summary of relevant documents;
   b. A list of names of those interviewed with a detailed summary of their statements;
   c. A timeline of events;
   d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
   e. The basis for the decision and final resolution of the complaint, together with any remedial measures and/or corrective action(s).

6. Keep the written documentation and associated documents in a secure and confidential location;

7. Promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and

8. Inform the complainant of the right to file an external complaint (outside of the District) as outlined later in this Policy.

C. Resolution: The Compliance Coordinator or DASA Coordinator shall prepare a written fact-finding report describing what investigation was done, what conclusions have been drawn about what happened, a conclusion as to whether the conduct violated the District's Policy, and, if it did, what corrective action should be taken.

1. If the determination is that this Policy has not been violated, the person who made the report, and each person whose conduct was challenged, shall be told of that determination in writing or by email. The person who made the report shall be informed of the option to have the determination reviewed.

2. If the determination is that this Policy has been violated, the person who made the report of possible discrimination shall be told of that determination in writing or by email and, consistent with the confidentiality accorded to student and personnel records, told that

appropriate corrective action has been taken to deter any repetition of the offending conduct. The person whose conduct violated the Policy shall have that explained to them, shall be told of the corrective action being taken by the District, and shall be told of the option to have the determination reviewed.

3. When the Compliance Coordinator or DASA Coordinator verifies the occurrence of harassment, bullying, or discrimination directed at a student, the school shall take prompt action that is consistent with the District's Code of Conduct and is reasonably calculated to end the harassment, bullying, or discrimination to eliminate any hostile environment; to create a more positive school culture and climate; to prevent a recurrence of the behavior; and to ensure the safety of the student(s) at whom the conduct was directed.

   a. Responsive actions shall be measured, balanced, and age-appropriate.

   b. Responsive actions shall follow a progressive model and make appropriate use of intervention, education, and discipline.

   c. Responsive actions shall vary according to the nature of the offending behavior, the developmental age of the person engaging in the behavior, and the prior history of problem behaviors by the person engaging in the conduct.

D. Report to Law Enforcement Agency: When a DASA Coordinator believes that conduct has occurred that constitutes criminal conduct, the Coordinator shall promptly notify the Superintendent, and the Superintendent shall promptly notify the appropriate law enforcement agency.

E. Confidentiality: It shall be explained to anyone making a report or providing information about a report that the District does not reveal information about reports or the fact-finding process except to the extent necessary to fulfill its legal obligations to make as complete an inquiry as possible and to take appropriate corrective action when discrimination has occurred. Every witness interviewed during the fact-finding inquiry shall be instructed not to discuss the complaint or the investigation with anyone else, except as may be privileged by law.

F. Special Fact-finder: The Superintendent is authorized to appoint a special fact-finder to carry out the responsibilities of the Compliance Coordinator or DASA Coordinator when the Superintendent concludes that the circumstances of a particular report warrant that action, and the special fact-finder shall fulfill the responsibilities of the Compliance Coordinator described in this policy.

Policy is Required.

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION, HARASSMENT AND BULLYING

G. Immediate Corrective Action: The Superintendent has discretion to implement immediate corrective action, pending the completion of a fact-finding inquiry, to protect an individual when the Superintendent concludes that the circumstances of a particular report warrant that action.

H. Review of Coordinator's Determination:

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

2. A request for Board review by the Superintendent must be made in writing, filed with the District Clerk within ten (10) **[Recommended to align with 0013 and 6010:** fourteen (14)] business days of receiving the written notice of the determination. The person requesting review shall provide a written explanation of their objection(s) to the determination, including the corrective action taken, if any. The person requesting review shall limit their submission to their written statements. That statement shall be filed with the District Clerk at least five (5) business days before the Board meeting at which the review will be conducted.

3. The Superintendent will provide the person appealing with a written verification of receipt, the name of the person reviewing the appeal, and an anticipated decision date.

Board discussion of the determination and the objection(s) made shall take place in executive session. Board action to adopt or change the determination shall take place in a public session.

I. Retaliation is Prohibited

No employee or student will engage in, request, or cause any retaliatory action against an individual who, in good faith, reports a potential violation of this Policy. This includes reports made to a District employee, the Commissioner of Education, or a law enforcement agency. This protection also extends to anyone who initiates, encourages, testifies in, assists with, or participates in the investigation of a report or complaint by the District or a governmental agency.

: Unlawful retaliation is any action by an employer or supervisor that seeks to punish a worker or covered individual for engaging in protected activity. The person engaged in the protected activity is protected from retaliation if the person

~~had a good faith belief that the practices were unlawful even if the alleged harassment does not turn out to rise to the level of a violation of law or Policy. Examples of unlawful retaliation include, but are not limited to:~~

1. ~~Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;~~
2. ~~Publicly releasing personnel files;~~
3. ~~Refusing to provide a reference or providing an unwarranted negative reference;~~
4. ~~Labeling an employee as "difficult" and excluding them from projects to avoid "drama";~~
5. ~~Undermining an individual's immigration status; or~~
6. ~~Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.~~
7. ~~Threats of physical violence out of work hours or disparaging someone on social media could also be considered retaliation under this Policy.~~

a. ~~Protected activity includes but is not limited to: making or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. Additional protected activities could include:~~

   a. ~~making a complaint of sexual harassment or discrimination, either internally or with any government agency;~~
   b. ~~testifying or assisting in a proceeding involving sexual harassment or discrimination, making a verbal or informal complaint of harassment or by informing a supervisor or manager of suspected harassment or discrimination; or~~
   c. ~~encouraging a fellow employee to report harassment.~~

b. ~~This anti-retaliation provision is not intended to protect persons making intentionally false charges of harassment or discrimination.~~

J. ~~If allegations of retaliation are received by the District in connection with a complaint of sexual harassment or discrimination under this Policy, an investigation will be conducted pursuant to this Policy. Possible consequences for a finding of retaliation by an employee against another person for engaging in protected activities shall include, but not be limited to, counseling, discipline, suspension, and/or termination.~~

VII. Remedial Measures When This Policy is Violated:

Policy is Required.

~~EQUAL OPPORTUNITY AND~~ PROHIBITION OF DISCRIMINATION, HARASSMENT AND BULLYING

A. An employee found to have engaged in prohibited harassment or discrimination against another person (whether a District employee, District student, or member of the public) in the course of their employment will be subject to discipline, up to and including termination. Such decisions will be made and implemented in accordance with other District policies (e.g. the Code of Conduct) and applicable statutes and collective bargaining agreements.

B. A student found to have engaged in prohibited harassment, bullying or discrimination against another person (whether a District employee, District student, or member of the public) while participating in a school activity or on school property will be subject to discipline. Such decisions will be made and implemented in accordance with other District policies (e.g. the Code of Conduct), the New York State Education Law, and any other applicable statutes.

C. Any other person found to have engaged in prohibited harassment or discrimination against another person (whether a District employee, District student, or member of the public) while participating in a school activity or on school property may have their future access to school activities limited, as deemed appropriate under the circumstances.

VIII. Dignity Act Coordinators

A. The Board appoints at least one staff member at each school to serve as the Dignity Act Coordinator for that school, upon the recommendation of the Superintendent. Each person designated for this role shall be instructed in the provisions of Article 2-A of the Education Law and thoroughly trained in methods to respond to human relations in the areas of race, (including but not limited to hair texture and protective hairstyles), color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, and sex.

B. The name and contact information for each Dignity Act Coordinator shall be publicized as follows:

1. listing such information in the Code of Conduct posted on the District's website;

2. including such information in the plain language summary of the Code of Conduct provided to all persons in parental relation to students before the beginning of each school year;

3. including such information in at least one mailing per school year to parents and persons in parental relation, and in additional mailings if the information changes;

4. posting such information in a highly visible location in each school building; and

5. making such information available at the District office and each school building office.

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

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

IX. Training and Publication of Policy:

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

B. All students and their families will be notified at the beginning of the school year, or at the time of enrollment, of this Policy, the conduct expectations established by it, and how they may request accommodation of a disability or initiate a complaint, or report possible discrimination, harassment or bullying.

C. A summary of this Policy shall be posted as part of the District's website, and shall be distributed periodically with District publications.

D. The Superintendent shall ensure that all District employees receive training designed to meet the following objectives each year in an interactive format:

1. discourage the development of harassment, bullying, and discrimination;

2. make employees aware of the effects on students of harassment, bullying, cyberbullying, and discrimination;

3. raise the awareness and sensitivity of employees to potential harassment, bullying, and discrimination;

4. enable employees to prevent harassment, bullying, and discrimination;

5. enable employees to respond to harassment, bullying, and discrimination;

6. inform employees about social patterns of harassment, bullying, and discrimination, including that based on a person's actual or perceived race, (including but not limited to hair texture and protective hairstyles), color, weight, national origin, citizenship or immigration status, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression), or sex; and

7. strategies for effectively addressing the problems of exclusion, bias, and aggression in an educational setting.

E. The Superintendent shall develop and implement guidelines:

1. for the development of nondiscriminatory instructional and counseling methods to be used by District staff;

2. for the development of measured, balanced and age-appropriate responses to instances of harassment, bullying and discrimination by students, with remedies and procedures following a progressive mode that make appropriate use of intervention, discipline and education, vary in method according to the nature of the behavior, the developmental age of the student and the student's history or problem behaviors, and are consistent with the Code of Conduct; and

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

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

1. Such component shall instruct students on the principles of honesty, tolerance, personal responsibility, respect for others, observance of laws and rules, courtesy, dignity and other traits which will enhance the quality of their experiences in, and contributions to, the community.

2. Instruction on the principle of respect for others shall discourage acts of harassment, bullying, and discrimination.

3. Instruction on the principle of tolerance, respect for others, and dignity shall seek to instill an awareness and sensitivity to harassment, bullying,

discrimination, and civility in the relations of people of different races, (including but not limited to hair texture and protective hairstyles), weights, national origins, citizenship or immigration status, ethnic groups, religious, religious practices, mental or physical disabilities, sexual orientation, genders (including gender identity or expression) and sexes.

4. This shall include instruction about safe and responsible use of the internet and electronic communications.

X. Legal Protections and External Remedies

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

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

1. You may learn more about your rights under the ~~Human Rights Law~~ HRL by calling the Division's toll-free telephone number (888-392-3644) or visiting the Division's website (www.dhr.ny.gov). DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Contact the Division via TDD/TTY at 718-741-8300.
2. Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.
3. Call the DHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint or access a form at https://dhr.ny.gov/complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.
4. You may file a complaint with the Division within three years of the event you feel was harassment. You do not need a lawyer to file a complaint with the Division and there is no cost to do so. The Division will

investigate your complaint and make a determination whether there is probable cause to believe sexual harassment occurred. Probable cause cases receive a public hearing before an administrative law judge. The Division will provide an attorney. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

5. An individual may not file with DHR if they have already filed a HRL complaint in state court.

C. Federal laws, including Title VII of the Civil Rights Act of 1964, also prohibit discrimination in employment and public accommodation, including sexual harassment. Your rights can be enforced by filing a charge of discrimination with the United States Equal Employment Opportunity Commission (EEOC).

1. You may file a charge with the EEOC within three hundred (300) days of the most recent event you feel was harassment or discrimination. You do not need a lawyer to file a charge with the EEOC.
2. An employee alleging discrimination at work can file a "Charge of Discrimination." A form is available at https://www.eeoc.gov/filing-charge-discrimination
3. The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at https://www.eeoc.gov or via email at info@eeoc.gov.
4. The EEOC will investigate your charge. If it determines there is reasonable cause to believe that unlawful discrimination occurred, the EEOC will attempt to obtain a remedy on your behalf through a conciliation process. If that is not successful, the EEOC (or Department of Justice in some cases), will decide whether to file a lawsuit. If they decide not to sue, you will be given a Notice of Right to Sue permitting an employee to file a lawsuit in federal court.
5. If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

D. You may start a lawsuit in the state Supreme Court within three years of the event you feel was harassment. You can start a lawsuit yourself (pro se), but it is recommended that you retain a lawyer who is familiar with court procedures.

E. Many localities enforce laws protecting individuals from sexual harassment and discrimination. Contact the county, city, or town of residence to find out if such a law exists.

Policy is Required.

~~EQUAL OPPORTUNITY AND~~ PROHIBITION OF DISCRIMINATION, HARASSMENT AND BULLYING

F. Local Police Department: If the harassment involves unwanted physical touching or contact, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

New York Union Free School District

Legal Ref: §504, Rehabilitation Act of 1973 (29 USC 794, 45 CFR Part 84); 28 CFR 35.107(b), 34 CFR 104.7(b), 106.8(b), 106.9; NYS Human Rights Law, (Article 15, NYS Executive Laws); 8 NYCRR 100.4, 135.4, 141.1 and 200; Civil Rights Act of 1964, Title VI and VII (42 USC 2000d and 2000e); NYS Education Law, Article 2-A and §§ 3201 and 3201-a; Americans with Disabilities Act of 1990 (42 USC 12101-12213, 29 CFR Part 1630); Age Discrimination in Employment Act (29 USC 621-634); EEOC guidelines (29 CFR Part 1609.1 and 1609.2); and NYS Labor Law §201-g; Executive Law § 297(5).

Cross Ref: 0013, Title IX Grievance Process; 1030, Code of Conduct; 6010, Prohibition of Sexual Harassment in Employment; and 6404, Rights of Nursing Employees Policy

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

Revised: 02/05/02, 11/04/03, 03/02/10, 08/14/12, 07/11/13, 11/03/15, 03/05/19, 03/05/24,

5.10 Policy 0013 Title IX
Grievance Process (First Read)

GENERAL COMMITMENTS 0013

Policy is Required.

TITLE IX GRIEVANCE PROCESS

~~I. Statement of Policy~~

~~A. The New York Mills Union Free School District (the District) provides education programs and services and makes decisions regarding employment without consideration of an individual's race (including but not limited to hair texture and protective hairstyles), color, creed, religion, national origin (regardless of English language skills), age, sex (including gender, gender identity, and sexual orientation), marital status, military or veteran status, disability, predisposing genetic characteristics, arrest record, or prior criminal convictions, except:~~

~~1. when sex or age are a bona fide occupational qualification,~~
~~2. when a criminal conviction is related to job duties, and~~
~~3. when an individual's religion or disability warrants reasonable accommodation.~~

~~B. This commitment to provide education programs and services without discrimination includes participation in nonacademic and extracurricular services such as transportation, counseling services, student clubs, and physical education and athletics.~~

~~C. This Policy addresses only sexual harassment as defined by Title IX that occurs within the educational programs and activities of the District. For harassing, discriminatory, or bullying conduct that does not meet the definition of sexual harassment under Title IX, the response by the District will be governed by relevant and applicable laws and policies, including but not limited to the Code of Conduct and other policies prohibiting sexual harassment discrimination, and bullying.~~

~~D. This Policy applies to all students, employees, and any third party who contracts with the District to provide services to students or employees, upon District property, or during any school program or activity.~~

~~II. Sexual Harassment as Defined in Title IX~~

~~A. Sexual Harassment under Title IX is defined as conduct on the basis of sex that satisfies one (1) or more of the following:~~

~~1. An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct (i.e. quid pro quo);~~

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

B. Examples of prohibited conduct under Title IX include, but are not limited to:
1. Treating one (1) person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
2. Providing different aid, benefits, or services or provide aid, benefits, or services in a different manner;
3. Denying any person any such aid, benefit, or service;
4. Subjecting any person to separate or different rules of behavior, sanctions, or other treatment;
5. Applying any rule concerning the domicile or residence of a student or applicant, including eligibility for in-state fees and tuition;
6. Aiding or perpetuating discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
7. Otherwise limiting any person in the enjoyment of any right, privilege, advantage, or opportunity.

C. Conduct that occurs away from District property or outside of District sponsored events, such as on social media or at after-hours events, may violate this policy, or other Board of Education (the Board) approved policies, if it has a prohibited school or workplace impact.

D. This Policy does not prohibit a denial of admission into, or an exclusion from, a course of instruction that is permissible under the New York State Education Law and Federal Title IX of the Education Amendments of 1972; nor does it prohibit actions that are permissible under Section 504 of the Rehabilitation Act of 1973.

III. Title IX Coordinator

A. The Title IX Coordinator ("Coordinator") is responsible for receiving complaints of conduct that may violate this Policy and Title IX. The Coordinator must:
1. direct a thorough fact finding regarding those complaints;
2. oversee the implementation of corrective action when necessary;
3. make sure that this Policy has been publicized as required by law;

4. keep records of all complaints, reports, written determinations, and appeals under this Policy for a period of seven (7) years, or longer if required by law; and
5. make recommendations for updating of this Policy or any Regulations, to the Superintendent.

B. The Board appoints the following person(s) as the District Title IX Coordinator who is responsible for receiving complaints of conduct that may violate Title IX:

Mary Facci
1 Marauder Boulevard
NY Mills, NY 13417
Phone: (315) 768-1851
Email: mfacci@newyorkmills.org

C. When conducting a Title IX Grievance Process, the Coordinator must follow this Policy and associated Regulations that are consistent with Title IX regulations. The Coordinator is responsible for staying informed and up to date with any new or updated federal regulations and must inform the Superintendent of any new or updated regulations, so that modifications to Policy or Regulations, if any, can be applied.

D. The Coordinator shall ensure the Title IX Grievance Process is conducted anytime a written or oral report is received that contains enough information to reasonably investigate, consistent with this Policy and Title IX regulations.

E. The name and contact information of the Coordinator shall be posted on the District website with information on how to file a complaint in person, by mail, by email, or by phone.

IV. Reporting

A. While the District must respond to all reports it receives of sexual harassment, the Title IX Grievance Process is initiated only with the filing of a formal complaint. A "formal complaint" under Title IX is defined as a document filed by a Complainant, the Complainant's parent or guardian, or the Coordinator, alleging sexual harassment against a Respondent, and requesting that the District investigate the allegation(s) of sexual harassment.

B. Anyone who feels that they have experienced discrimination or harassment on the basis of sex, is encouraged to bring this to the District's attention by using the form and procedures described herein and any associated Regulations approved by the Superintendent.

C. When staff becomes aware of an allegation of prohibited conduct on the basis of sex, the matter will be immediately referred to the Coordinator prior to any student or employee discipline being imposed, including any questioning of the Complainant, Respondent, or Witnesses. The Coordinator must evaluate the complaint and either: dismiss the complaint per Title IX regulations, when appropriate, or move forward in the Title IX Grievance Process.

D. Administrators and other supervisors who observe conduct that might constitute harassment, including sexual harassment, are required to report that conduct to the Coordinator, Compliance Coordinator (if different than the Title IX Coordinator), or a DASA Coordinator. If an Administrator or Supervisor is uncertain who to submit the report to, they shall send it to each of the above Coordinators. The Coordinators will meet promptly to determine the next steps in resolving the complaint.

E. An employee, including supervisors and managers, who subject another employee, student, or member of the public to harassment, including sexual harassment or discrimination on District property or at a District sponsored event will be subject to disciplinary consequences, consistent with applicable federal and state laws and collective bargaining agreements.

V. Retaliation Prohibited

No employee or student shall take retaliatory action, or request or cause anyone else to take retaliatory action, against any person who, in good faith, reports information about a possible violation of this Policy to a District employee or to the Commissioner of Education or to a law enforcement agency, or who initiates a report, or encourages another person to initiate a report, or testifies or assists or participates in the investigation of a report or complaint by the District or a governmental agency.

VI. Confidentiality

It shall be explained to anyone making a report or providing information about a report that the District does not reveal information about reports or the fact-finding process except to the extent necessary to fulfill its legal obligations to make as complete an inquiry as possible and to take appropriate corrective action when discrimination has occurred. Every person interviewed during the fact-finding inquiry shall be instructed not to discuss the complaint or the investigation with anyone else, except as may be required by law.

VII. Annual Training and Publication of Policy:

A. The Coordinator, Investigator, Decision-Maker, and the person to whom appeals are submitted must each receive annual training in Title IX.

B. All District employees will be provided notice of this Policy through posting in faculty rooms employee bulletin boards, etc., and be provided online access via posting on the District website.

C. Training materials must be posted on the District website.

VIII. Report to Law Enforcement Agency

When a Coordinator believes that conduct has occurred that constitutes criminal conduct, the Coordinator shall promptly consult with the School Attorney and, if advised, notify the appropriate law enforcement agency.

IX. Responsibilities of the Superintendent

The Superintendent is authorized to supplement this Policy with any Regulations, forms, and notices they believe are necessary to implement this Policy and Title IX, and to ensure compliance with the Title IX grievance process.

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

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

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

1. You may learn more about your rights under the Human Rights Law by calling the Division's toll-free telephone number (888-392-3644) or visiting the Division's website (www.dhr.ny.gov).
2. You may confidentially contact an experienced pro-bono attorney for sexual harassment issues by calling the Division's toll-free telephone number 1-800-HARASS-3 (1-800-427-2773).
3. You may file a complaint with the Division within one year of the event you feel was harassment. You do not need a lawyer to file a complaint with the Division. The Division will investigate your complaint and make a determination whether unlawful harassment occurred. If a public hearing is required, the Division will provide an attorney. The Division may seek monetary damages on your behalf.

~~4. You may start a lawsuit in Supreme Court within three (3) years of the event you feel was harassment.~~

~~C. Federal laws, including but not limited to Title VI and Title VII, also prohibit discrimination and harassment, including sexual harassment, in employment and public accommodation. Your rights can be enforced by filing a charge of discrimination with the United State Equal Employment Opportunity Commission (EEOC).~~

~~1. You may learn more about your rights under federal law by calling the EEOC's toll-free number (800-669-4000) or visiting the EEOC's website (www.eeoc.gov).~~
~~2. You may file a charge with the EEOC within three hundred (300) days of the event you feel was harassment. You do not need a lawyer to file a charge with the EEOC.~~
~~3. The EEOC will investigate your charge. If it determines that unlawful discrimination occurred, the EEOC will attempt to obtain a remedy on your behalf through a conciliation process. If that is not successful, you will be given the right to sue in court.~~

~~D. If you are subjected to unwanted physical touching, coerced physical confinement, or unwanted sex acts, the conduct may constitute a crime and you should consider, and are strongly encouraged, to contact law enforcement.~~

New language per Policy Service:

I. Statement of Policy

A. The New York Mills Union Free School District (the District) has adopted a Title IX grievance process that provides for the reasonably prompt and equitable resolution of Formal Complaints made by students, employees, applicants, or others who are participating or attempting to participate in its education programs or activities.

B. For allegations of harassment, discrimination, or bullying that does not meet the definition of sexual harassment under Title IX, the response by the District will be governed by relevant and applicable laws and policies, including but not limited to the policies that govern New York State Human Rights Law, the Dignity for All Students Act, and the Code of Conduct.

C. This Policy does not prohibit a denial of admission into, or an exclusion from, a course of instruction that is permissible under the New York State Education Law and Federal Title IX of the Education Amendments of 1972; nor does it prohibit actions that are permissible under Section 504 of the Rehabilitation Act

of 1973.

II. Definitions

A. Complainant - the person who is alleged to be the victim of conduct that could constitute sexual harassment. The individual's parent or guardian is authorized to file a complaint under Title IX. At the time of the filing of the Formal Complaint, the Complainant must be participating in or attempting to participate in the educational program of the District.

B. Formal Complaint - a written or electronic submission filed by a Complainant, or signed by the Title IX Coordinator, alleging sexual harassment against a Respondent and requesting that the District investigate the allegation of sexual harassment. If filed by the Complainant, the document or submission must include the Complainant's signature or other indication of identity.

C. Respondent - a person who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

D. Sex Discrimination – discrimination on the basis of sex, exclusion from participation in, denial of the benefits of, or be subject to discrimination under any education program or activity receiving Federal financial assistance. Sexual harassment is a form of sex discrimination.

1. Sexual Harassment – conduct on the basis of sex that satisfies one or more of the following:

a. Conditioning the provision of aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct (i.e., quid pro quo).

b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity.

c. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

2. Examples of prohibited conduct under Title IX include, but are not limited to:

a. Treating one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service.

b. Providing different aid, benefits, or services or providing aid, benefits, or services in a different manner.

c. Denying any person any such aid, benefit, or service.

d. Subjecting any person to separate or different rules of behavior, sanctions, or other treatment.

e. Applying any rule concerning the domicile or residence of a student or applicant, including eligibility for in-state fees and tuition.

f. Aiding or perpetuating discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees.

g. Otherwise limiting any person in the enjoyment of any right, privilege, advantage, or opportunity.

3. This Policy does not cover conduct which occurs exclusively outside of the District program or activity. Such conduct may violate this Policy depending on the context of the alleged sexual harassment and whether the District exercised substantial control over the Respondent at the time.

4. Conduct that occurs off-campus, after hours, or on social media may violate other District Policies if it has a prohibited school or workplace impact.

5. In this Policy, the term "sex discrimination" and "sexual harassment" are used interchangeably.

E. Supportive Measures - individualized services that are non-disciplinary and non-punitive, and offered as reasonably available and appropriate, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint, or where no Formal Complaint has been filed.

1. Supportive Measures are designed to restore or preserve a party's equal access to the District education program or activity without unreasonably burdening the other party, including measures that are designed to protect the safety of the parties or the District educational environment, or deter sexual harassment;

2. Examples of Supportive Measures may include, but are not limited to:

   a. Counseling;

   b. Extensions of deadlines and other course-related adjustments;

   c. Modifications of work or class schedules;

   d. Campus security services while on District property;

   e. Increased security and monitoring of certain areas of the campus;

   f. Mutual restrictions on contact between the parties;

   g. Changes in class, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and

   h. Training and education programs related to sexual harassment.

III. Title IX Coordinator Responsibilities

A. The District Board appoints the following person/title as Title IX Coordinator (the Coordinator) for purposes of this Policy:

Mr. Todd Manley, Principal
1 Marauder Boulevard
NY Mills, NY 13417
(315) 768-1851
tmanley@newyorkmills.org

B. The name and contact information of the Coordinator shall be posted on the District website with information on how to file a Formal Complaint.

C. The Coordinator shall ensure that investigations under the Title IX grievance process are adequate, reliable, and impartial and shall also:

1. Ensure that Complaint Forms are available online and in each school building, and their availability is known to those who may need to use them. The use of these Forms is encouraged but not required.

2. Monitor for barriers to reporting and take steps reasonably calculated to address them.

3. Oversee the implementation of Supportive Measures and any corrective action.

4. Ensure that this Policy has been publicized as required by law.

5. Keep records of all complaints, reports, written determinations, and appeals under this Policy for a period of seven (7) years, or longer if required by law.

6. Stay informed and current with any new or updated federal regulations and make recommendations for updating this Policy or any Regulations, to the Superintendent.

7. Conduct a thorough fact-finding investigation or designate a Title IX trained investigator to do so.

8. The Title IX Coordinator shall ensure that no person investigating, issuing a determination, or hearing an appeal under this Policy has a conflict of interest or bias for or against Complainants or Respondents generally or against an individual Complainant or Respondent.

D. If, after an investigation, the decision-maker determines that sexual harassment occurred, the Title IX Coordinator will, as appropriate:

1. Coordinate the provision and implementation of remedies to a Complainant and any other people the District has identified as having had equal access to the District education program or activity limited or denied by sexual harassment;

2. Coordinate the imposition of any disciplinary sanctions or remedial measures on a Respondent, including notification to the Complainant of any such disciplinary sanctions;

3. Take other appropriate prompt and effective steps to ensure that sexual harassment does not continue or recur within the District education program or activity;

4. Comply with the grievance procedures before the imposition of any

disciplinary sanctions against a Respondent; and

5. Ensure that individuals are not disciplined based solely on the determination that they:

   a. Made unintentional false statements during the grievance process; or

   b. Engaged in consensual sexual conduct.

IV. Reporting

A. Anyone who believes they have experienced discrimination or harassment on the basis of sex is encouraged to report it using the procedures described in this Policy and any associated Regulations and/or internal procedures approved by the Superintendent.

B. All employees or their designee are required to notify the Title IX Coordinator when an employee has information about conduct that reasonably may constitute sexual harassment.

C. Employees who observe conduct that may violate this Policy or other policies prohibiting harassment or discrimination must report that conduct to the Coordinator, Compliance Coordinator (if different than the Title IX Coordinator), and/or a DASA Coordinator. In the case of uncertainty, the information should be made to each Coordinator who will meet promptly to determine the applicable policies involved and the next steps.

D. Reports of conduct that may violate this Title IX must be referred to the Coordinator before the imposition of any student or employee discipline, and before the Complainant, Respondent, or Witnesses are questioned.

V. Complaints

A. The Title IX Grievance Process is initiated only with the filing of a Formal Complaint.

B. If a student or an employee makes a verbal complaint, the person receiving the complaint shall provide the Coordinator with a written Formal Complaint. If the Coordinator receives a verbal complaint, the Coordinator shall complete a Formal Complaint and ask the person who provided the information to review, sign, and date it.

1. A Formal Complaint may be submitted at any time in person, via email, phone, or by mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

2. If the Formal Complaint is about conduct by the Coordinator, the Formal Complaint may be made to the Superintendent.

C. When allegations of sexual harassment arise out of the same facts or circumstances from multiple Respondents or Complainants, the District may consolidate those complaints. When there is more than one (1) Complainant or Respondent, the references to "party" or "parties" throughout this Policy include those multiple Respondents and Complainants.

D. After a review of the Formal Complaint, the possible outcomes include:

1. Dismissal if the allegations, if proved, would not meet the definition of prohibited harassment under Title IX (See, Section VII.(A);

2. An Informal Resolution (IR) process if the parties have made a written request. The IR process is not available for matters involving a student(s) and employee(s) (See, Section VIII.); or

3. A fact-finding investigation (See, Section IX.(B)).

VI. Notice of Allegations

Upon the referral of a Formal Complaint, the Title IX Coordinator shall:

A. Provide the parties sufficient information to allow them to prepare a response before the initial interview. This notice must include:

1. A copy of the District's this Policy.

2. The identities of the parties involved.

3. The conduct alleged to constitute sexual harassment.

4. The date(s) and location(s) of the conduct.

5. A statement to the Respondent that they are presumed not responsible for the alleged conduct and that a determination will be made at the conclusion of the process.

6. A statement that the parties may have an advisor of their choice who can be, but is not required to be, an attorney.

7. That the parties may inspect and review evidence pursuant to Section XI., Investigation; and

8. A statement informing the parties that knowingly making false statements or knowingly submitting false information during the Title IX grievance process is prohibited.

B. The Title IX Coordinator shall meet with each party separately and inform the parties that:

1. Supportive Measures are available.

2. Retaliation against any party or witness is prohibited.

3. They are entitled to an equal opportunity to review evidence that is subject to inspection and review.

4. The District will take reasonable steps to protect the privacy of the parties and witnesses during the grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including speaking to witnesses, consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures.

VII. Dismissal of a Formal Complaint

A. A Formal Complaint must be dismissed for purposes of Title IX if:

1. The alleged conduct in the Formal Complaint would not constitute sexual harassment as defined in §106.30 of Title IX even if proved;

2. The alleged conduct did not occur in the District's education program or activity; or

3. The alleged conduct did not occur against a person in the United States.

B. The District may dismiss a Formal Complaint if, at any time during the investigation:

1. The Complainant notifies the Title IX Coordinator in writing that they

would like to withdraw the Formal Complaint or any of the allegations within it;

2. If the Respondent is no longer enrolled in the District education program or activity;

3. If the Respondent is no longer employed by the District; or

4. Specific circumstances prevent the Title IX Coordinator, or designated investigator if different, from gathering evidence sufficient to reach a determination as to the Formal Complaint.

C. Upon dismissal, the Title IX Coordinator must promptly notify the parties of the dismissal and the reasons for it, simultaneously and in writing.

D. The Title IX Coordinator will notify the Complainant that the dismissal may be appealed pursuant to the procedures within this Policy. If the complaint is dismissed after the Respondent has been notified of the allegations, then the Title IX Coordinator will also notify the Respondent that the dismissal may be appealed.

E. When a Formal Complaint is dismissed, the Title IX Coordinator will:

1. Offer Supportive Measures to the parties as appropriate.

2. Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sexual harassment does not continue or recur within the District's education program or activity.

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

VIII. Informal Resolution

A. In lieu of resolving a complaint through the District Title IX grievance procedures, the parties may elect to participate in an informal resolution process.

B. The election to engage in an informal resolution process must be made in writing and can be done at any time prior to a decision-maker's determination.

C. The Title IX Coordinator must:

1. Provide a written notice to the parties that includes:

   a. The allegations;

   b. The requirements of the informal resolution process;

   c. A statement that the parties may withdraw from the process at any time prior to agreeing to a resolution; and

   d. Any consequences from participating in the informal resolution process, including the records that will be maintained or could be shared.

2. Obtain the parties' voluntary, written consent to the process.

D. This option is not available where the complaint includes allegations that an employee engaged in sexual harassment of a student or when such a process would conflict with Federal, State, or local law.

IX. Investigation

A. If the Formal Complaint is not dismissed pursuant to Section VII. an investigation is required.

B. The fact-finding inquiry shall begin promptly and be pursued with sufficient diligence to reach a conclusion within a reasonably prompt time frame. If a reasonable extension of time is needed for good cause, the Title IX Coordinator shall notify the parties in writing and include the reason for the delay. Good cause may include, but is not limited to, considerations such as: absence of a party, party's advisor, or a witness; concurrent law enforcement activity; or need to obtain interpreter(s) or provide reasonable accommodations.

C. The Title IX Coordinator will conduct an investigation or appoint an investigator to do so. As part of this investigation process, the Title IX Coordinator or investigator, shall:

1. Provide written notice of the date, time, location, participants, and purpose for all meetings and investigative interviews, with sufficient time for the party to prepare to participate.

2. Provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence.

3. Evidence that is privileged by law and evidence of sexual predisposition or prior sexual behavior (unless offered to prove either that a person other than Respondent committed the alleged conduct or to prove legally recognized consent) is neither admissible nor relevant in this process.

4. Provide each party with an equal opportunity to access and respond to the evidence directly related to the allegations of sexual harassment.

5. Take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of information and evidence related to the Formal Complaint are authorized only for purposes of administrative proceedings or litigation.

X. Investigative Report

Following an investigation and evaluation of all relevant evidence, the Title IX Coordinator or designated investigator will:

A. Before completion of the report, provide both parties, and their advisors, if any, an equal opportunity to review evidence that is subject to inspection and review. The parties may submit a written response to the investigator within ten (10) days of receipt or inspection of the evidence.

B. The investigator will create an investigative report that fairly summarizes relevant evidence. The investigator will consider all the relevant evidence discovered during the investigation and consider any written response to the evidence submitted by a Party. The investigator will provide the report to the parties and the decision-maker.

XI. Determination Regarding Responsibility

A. The decision-maker cannot be the same person(s) as the Title IX Coordinator or the investigator, if different.

B. The decision-maker may not make a determination until at least ten (10) days after distribution of the final report to the parties. The determination must be based on the preponderance of the evidence standard of proof which means "more likely than not."

C. Prior to making a determination, the decision-maker must provide each party with the opportunity to submit written, relevant questions that a party wants to ask any party or witness. The decision-maker must review the investigative report and the Parties' responses and proposed questions, if any. The decision-maker must either exclude questions as irrelevant, with an explanation to the party proposing the question, or submit the questions for answer and provide each party with such answers. The decision-maker must allow limited follow-up questions from either party. The decision-maker will give the parties **[Recommended:** five (5)] calendar days to submit relevant questions.

D. The written determination must be provided to the parties simultaneously and include:

1. Identification of the allegations potentially constituting sexual harassment as defined in §106.30;

2. A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

3. Findings of fact supporting the determination;

4. Conclusions regarding the application of the District Code of Conduct to the facts;

5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the Complainant; and

6. The procedures and permissible bases for the Complainant and Respondent to appeal.

XII. Possible Disciplinary Sanctions and Remedial Measures

A. Employees

If an employee is found to have engaged in conduct prohibited under Title IX against another person in the course of their employment, they will be subject to

discipline. Disciplinary sanctions or remedial measures shall align with District policies, applicable laws, and collective bargaining agreements, if any, and may include but are not limited to counseling memoranda, transfer, written reprimand, suspensions with or without pay, termination, or any other lawful measure taken.

B. Students

If a student is found to have engaged in conduct prohibited under Title IX against another person while participating in a District activity or on District property, they will be subject to discipline. Such decisions will be made and implemented in accordance with other District policies (e.g. the Code of Conduct), the New York State Education Law, and any other applicable statutes.

C. Any Other Individual Found to Have Violated This Policy

If any other person is found to have engaged in conduct prohibited under Title IX against another person while participating in a District activity or on District property, their future access to District property and activities may be limited or prohibited, as deemed appropriate. Any other lawful measures may also be taken.

XIII. Appeals

A. A dismissal or a determination regarding responsibility may be appealed on the following basis:

1. Procedural irregularity that affected the outcome.

2. New evidence that would affect the outcome and that was not reasonably available at the time the determination or dismissal was made.

3. The Title IX Coordinator, decision-maker, or investigator had a conflict of interest or bias that affected the outcome.

B. Upon an appeal by a party, the Title IX Coordinator will:

1. Notify the parties in writing when the appeal is filed.

2. Ensure that the party deciding the appeal did not take part in an investigation of the allegations or dismissal of the Formal Complaint.

3. Provide the parties a reasonable and equal opportunity to make a written statement in support of, or challenging, the outcome and provide the statement(s) to the person deciding the appeal.

4. Notify the parties simultaneously of the result of the appeal in writing and include the rationale for the result.

C. Process for All Appeals:

1. If a party is not satisfied with the determination, or if the Formal Complaint is dismissed pursuant to VII(B), they may request a review by the Superintendent.

2. A written request for review by the Superintendent and filed with the Superintendent's office within fourteen (14) calendar days of receiving the written notice of the determination.

3. The Superintendent will provide the parties appealing with a written verification of receipt and an anticipated decision date.

XIV. Notification & Training

A. Any person who will serve as an investigator or issue a determination under this Policy, informal resolution facilitators, and others responsible for implementing grievance procedures must be trained annually on the procedures and their obligations to address sexual harassment pursuant to Title IX and this Policy.

B. The Title IX Coordinator will maintain the training materials and ensure that they are available for inspection, upon request, and posted to the District/ website.

Policy is Required.

TITLE IX GRIEVANCE PROCESS

New York Mills Union Free School District

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

Cross Ref: 0015, Prohibition of Discrimination, ~~and~~ Harassment and Bullying ~~Including Sexual Harassment in Employment~~

Adopted: 03/05/24

Revised: _____

5.11 Policy 4600 Use of District Credit Card (First Read)

Policy

FISCAL MANAGEMENT 4600

USE OF DISTRICT CREDIT CARD

I. Statement of Policy

A. The Board of Education (the Board) of the New York Mills Union Free School District (the District) authorizes the use of District issued credit cards ~~shall be used prudently and **only** for official school business. Credit cards are District property.~~ The Superintendent or their designee; Treasurer; Purchasing Agent; etc.] shall be responsible for knowing the location of each card issued.

B. The District credit card(s) may only be used for legitimate, authorized, and reimbursable District expenditures.

C. Use of the District's credit card is limited to purchases of goods and services that do not accept other payment methods. Use of a credit card where other payment methods are accepted by the vendor requires approval of the Business Manager prior to use.

D. Credit card(s) shall not be used to circumvent the District's policies on purchasing and procurement.

E. Procedures for the use of District Purchase cards (commonly known as "P-cards") shall be treated in the same way as credit card(s). "Credit Cards" as used throughout this Policy include Purchase Cards.

II. Authorized Credit Accounts and Personnel

A. The Board authorizes the maintenance of the following credit account(s):

1. M & T Bank

B. The District shall establish an annual credit line maximum not to exceed $25,000.

C. The Board authorizes the following individual(s) as signers with respect to the District credit card account(s):

Superintendent or their designee

~~The Superintendent shall be issued District credit cards. In limited circumstances, the Superintendent may designate a user of the credit card to assist with their responsibilities.~~

USE OF DISTRICT CREDIT CARD

D. No individual is authorized to utilize the District credit card without the prior authorization of the Superintendent (Regulation 4600.1).

III. ~~Accountability~~ Procedures for Use of District Credit Card(s)

A. Credit cards can only be used for proper District transactions when a vendor will not accept purchase orders Purchase Order (PO) or payment by check.

B. Credit card users must submit expense reports (Regulation 4600.2) immediately so that expenses incurred on each credit card shall be paid in such a manner as to avoid interest charges. All credit cards are to be stored in a secure manner.

C. Any expense paid with the credit card shall be documented by both a vendor receipt, describing in reasonable detail the good or service received, and a credit card receipt. In the case of an online purchase, a confirmation or receipt must be printed at the time of purchase and provided to the Business Office.

D. Conferences, Travel, & Lodging

Authorized personnel must first submit conference approval forms to the Superintendent or their designee for approval for conferences, travel-related expenses, and lodging, where costs may be fairly and accurately estimated prior to actual increment of expenses in accordance with District Policy 4502. Purchases are subject to prior approval according to the purchasing procedures of the District.

E. Fuel Purchases

If a credit card is used to purchase fuel, the fuel logs, credit card purchases, and delivery records for both gasoline and diesel shall be periodically reviewed and reconciled for reasonableness. Any material discrepancies disclosed in the review and reconciliation process should be investigated and resolved by the School Business Official.

F. Expenses incurred on each credit card shall be paid in such a manner as to avoid interest charges.

V. Consequences for Violations of this Policy

Use of the school credit cards signifies acceptance of and adherence to all school policies.

POLICY

FISCAL MANAGEMENT 4600

USE OF DISTRICT CREDIT CARD

A. Unauthorized, unreasonable, or personal use of the credit card will require that the user repay ~~to~~ the District the amount charged in full, and any resulting fees and charges.

B. Unauthorized, unreasonable or personal use of the credit card may result in the credit card being revoked and/or disciplinary action, up to and including legal action or termination.

C. Any damage, loss, or theft must be reported immediately to the Business Office and to the appropriate financial institution. Failure to take proper care of credit card and failure to report damage, loss or theft may subject the employee to financial liability and/or discipline.

New York Mills Union Free School District

Cross Ref: 4502, Expense Reimbursement (Employees); 4600.1, Request Form to Use Credit Card; 4600.2, Expense Report for Credit Card

Legal Ref.: NYS Education Law § 1724(1); St. Compt. No. 2022M-13, 2023M-115, 2024M-58

Adopted: 02/07/06

Revised: 01/03/12, 10/06/15, _____

Reviewed: 09/02/14

5.12 Policy 7200 Student Health and Dental Examinations (First Read)

STUDENTS 7200

STUDENT HEALTH AND DENTAL EXAMS~~INATIONS~~

~~I. Physical Examinations or Screenings Permitted or Required By State Law:~~

~~A. The District will require each child enrolled in public school to have a satisfactory health examination either by the family physician or pediatrician of the child or by the school physician upon entrance into school and at other times as required by law. The District also may require additional health examinations as permitted by applicable law (Grades K, 1, 3, 5, 7, 9 & 11).~~

~~B. Required health examinations will be at no cost to the examined student's parent or guardian if performed by the school physician as part of the District's health service program.~~

~~C. If a student uses a family physician to perform a health examination that is required by the District, the student (and/or the student's parent) must provide the District with a health certificate that meets the standards of the Commissioner's Regulations. If no such certificate is provided, the District will send a certified letter to the student's parent stating that, if the health certificate is not furnished within fifteen days of the notice, the student will be examined through the school health service program.~~

~~II. Parental Involvement:~~

~~The District will notify parents of the adoption or continued use of this policy at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in this policy as directed by the Superintendent.~~

~~III. Athletic Examinations~~

~~A. All athletes must have a complete physical examination by a duly licensed physician, physician assistant, or nurse practitioner, annually.~~

~~B. Health examination must be completed according to timelines and standards of the New York State Public High School Athletic Association.~~

~~IV. Procedures and Medical Examination Requirements for Student Working Papers~~

~~A. The physical examination for employment certification must be given by a duly licensed physician, physician assistant, or nurse practitioner.~~

~~B. The annual physical examination by the School or private physician and the physical examinations for participation in interscholastic athletic competition may~~

STUDENT HEALTH AND DENTAL EXAMS~~INATIONS~~

~~be used for employment certification, provided the examination was administered within the previous twelve (12) months.~~

ALL NEW

I. Health Examinations or Screenings

A. The New York Mills Union Free School District (the District) will require each student enrolled in public school to have a satisfactory health examination either by the family physician of the student or by the school physician upon entrance into school and at other times as required by law. The examination may not have been given more than twelve (12) months prior to the commencement of the school year in which the examination was required. The District also may require additional health examinations, as permitted by law.

B. Required health examinations will be at no cost to the examined student's parent/ ~~or~~ guardian if performed by the school physician as part of the District's health services program.

C. If a student uses a family physician to perform a health examination that is required by the District a health certificate must be provided to the School Nurse that meets the standards of the Commissioner's Regulations. If no such certificate is provided within thirty (30) days of attendance, the District will send a certified letter to the student's parent/guardian stating that, if the health certificate is not furnished within thirty (30) days of the date of the notice, the student will be examined through the school health services program.

II. Athletic Examinations

A. All athletes must have a complete physical examination approved by the District Medical Director or by a duly licensed physician, physician assistant, or nurse practitioner.

B. Health examination must be completed according to timelines and standards of the New York State Public High School Athletic Association (NYSPHSAA).

III. Procedures and Medical Examination Requirements for Student Employment Certificate (Working Papers)

A. The health examination by the District or private physician and the health examinations for participation in interscholastic athletic competition may be used for employment certification, provided the examination was administered within the previous twelve (12) months.

B. The health examination must state that the student is healthy, and there are no known health problems at the time of application, and that the applicant is physically qualified for lawful employment.

IV. Dental Health

A. The parent/guardian of each student shall be requested to furnish a dental health certificate in the same year the health appraisal is required. If a dental certificate is provided, it must meet the standards of the Commissioner's Regulations Section 136 and Education Law Section 903 and may be signed by a registered dental hygienist or licensed dentist.

B. A notice of request for dental health certificates shall be distributed at the same time that parents/guardians are notified of health examination requirements. This notice shall include a statement advising that a list of dental practices, dentists and registered dental hygienists available to conduct examination on a free or reduced cost basis compiled by SED is available to parents/guardians upon request.

V. Accommodation for Religious Beliefs

A. No health examination, health history, examinations for health appraisal, screening examinations for sickle cell anemia and /or other health screenings shall be required where a student or the parent/guardian objects on the grounds that such examinations, health history and/or screenings conflict with their genuine and sincere religious beliefs.

B. A written and signed statement from the student or the student's parent/guardian stating that the person holds such beliefs shall be submitted to the Principal or their designee, in which case they may require supporting documents.

New York Mills Union Free School District
Legal Ref: NYS Education Law §§903 & 904; 8 NYCRR 136; NYSED Health Examinations for Schools 2018
Adopted: 06/17/03
Revised: 01/07/14, 06/02/15, 03/05/19, _____

5.13 Approval of Community
Use of Facilities Request with
New York Mills PTSO - Craft Fair

New York Mills Union Free School District

Use of Facilities Request Form

Organization: NY Mills PTSO Event Date Dec 4, 5, 6

Contact Person: Tamara Casella Application Date 9/28/26

Phone Number: 315-527-8614 Email Address: tamarawcasella@me.com

Mailing Address: 109 Washington Drive, New Hartford NY 13413

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

Building/Area Requested Entire school including cafeteria and parking lots

Date(s) requested December 4th 5pm - 7pm **~~Hours:~~** December 5 & 6 7am-5pm

The premises will be used for craft fair - set up Friday night

Admission (will) / will not be charged. Proceeds will be used for PTSO to go back to the students for various activities & field trips..

Anticipated number of participants approx 2,000

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

building maintenance throughout weekend

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

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

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

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

Signature of Organization Representative (Contact Person) Tamara Casella

For Office Use Only:

Fees Assigned: _____

Approvals: Building Maintenance Staff _____ **Date:** _____

Athletic Director _____ **Date:** _____

Superintendent _____ **Date:** _____

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

New York Mills Union Free School District

Use of Facilities Request Form

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

School functions will take precedence over all activities by non-school groups. **Facilities should be requested at least thirty (30) days before the next scheduled Board of Education Meeting.**

CONDITIONS AND RULES:

It is understood and agreed that the requester will:

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

FACILITIES USE CHECKLIST

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

____ I have submitted and signed a Request for Use of School Facilities by Non-School Group form.

____ I have provided a certificate of insurance to the school district.

____ I understand that any changes incurred by the school district as a result of my request shall be paid within 15 days of billing.

____ I have read School District Policy 1001 and agree to comply with the policy.

____ I understand that the use of school facilities is specifically designed for residents of the district.

____ I understand that if a fee is charged to participants, a facilities fee will be charged to the organization.

____ I understand that if additional work or cleaning is required to be completed by the district to re-establish pre-use conditions, the cost will be borne by my organization.

Date _____ Signature _____

New York Mills Union Free School District
Approved by the Superintendent: 02/04/14, 04/25/22
Adopted: 6/4/24

5.14 Approval of Community Use of Facilities Request with New York Mills PTSO - Glow Activities

New York Mills Union Free School District

Use of Facilities Request Form

Organization: ~~Fo~~ NYMills PTSO Event Date November 13 2026

Contact Person: Tamara Casella Application Date 9/28/26

Phone Number: 315-527-8614 Email Address: tamarawcasella@me.com

Mailing Address: 109 Washington Drive New Hartford NY 13413

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

Building/Area Requested cafeteria

Date(s) requested November 13 **Hours:** 4:30pm - 7:30pm

The premises will be used for Glow activities for the elementary kids

Admission (will)/will not be charged. Proceeds will be used for PTSO - activities, field trips, scholarships

Anticipated number of participants approx 300

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

building maintenance for table set up

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

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

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

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

Signature of Organization Representative (Contact Person) Tamara Casella

For Office Use Only:

Fees Assigned: _____

Approvals: Building Maintenance Staff _____ **Date:** _____

Athletic Director _____ **Date:** _____

Superintendent _____ **Date:** _____

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

New York Mills Union Free School District

Use of Facilities Request Form

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

School functions will take precedence over all activities by non-school groups. **Facilities should be requested at least thirty (30) days before the next scheduled Board of Education Meeting.**

CONDITIONS AND RULES:

It is understood and agreed that the requester will:

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

FACILITIES USE CHECKLIST

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

____ I have submitted and signed a Request for Use of School Facilities by Non-School Group form.

____ I have provided a certificate of insurance to the school district.

____ I understand that any changes incurred by the school district as a result of my request shall be paid within 15 days of billing.

____ I have read School District Policy 1001 and agree to comply with the policy.

____ I understand that the use of school facilities is specifically designed for residents of the district.

____ I understand that if a fee is charged to participants, a facilities fee will be charged to the organization.

____ I understand that if additional work or cleaning is required to be completed by the district to re-establish pre-use conditions, the cost will be borne by my organization.

Date _____ Signature _____

New York Mills Union Free School District
Approved by the Superintendent: 02/04/14, 04/25/22
Adopted: 6/4/24

5.15 Approval of Community Use of Facilities Request with New York Mills PTSO - Trunk or Treat

New York Mills Union Free School District

Use of Facilities Request Form

Organization: NY mills PTSO Event Date 10/28/26

Contact Person: Tamara Cascella Application Date 9/28/26

Phone Number: 315-527-8614 Email Address: tamarawcascella@me.com

Mailing Address: 109 Washington Drive, New Hartford NY 13413

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

Building/Area Requested parent loop, parking area in front of school, parking lot

Date(s) requested 10/28/26 **Hours:** 4pm-6pm

The premises will be used for Trunk or treat outside of school only

Admission will/(will not) be charged. Proceeds will be used for N/A

Anticipated number of participants approx. 300

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

building maintenance - few tables/chairs

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

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

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

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

Signature of Organization Representative (Contact Person) Tamara Cascella

For Office Use Only:

Fees Assigned: _____

Approvals: Building Maintenance Staff _____ **Date:** _____

Athletic Director _____ **Date:** _____

Superintendent _____ **Date:** _____

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

New York Mills Union Free School District

Use of Facilities Request Form

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

School functions will take precedence over all activities by non-school groups. **Facilities should be requested at least thirty (30) days before the next scheduled Board of Education Meeting.**

CONDITIONS AND RULES:

It is understood and agreed that the requester will:

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

FACILITIES USE CHECKLIST

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

____ I have submitted and signed a Request for Use of School Facilities by Non-School Group form.

____ I have provided a certificate of insurance to the school district.

____ I understand that any changes incurred by the school district as a result of my request shall be paid within 15 days of billing.

____ I have read School District Policy 1001 and agree to comply with the policy.

____ I understand that the use of school facilities is specifically designed for residents of the district.

____ I understand that if a fee is charged to participants, a facilities fee will be charged to the organization.

____ I understand that if additional work or cleaning is required to be completed by the district to re-establish pre-use conditions, the cost will be borne by my organization.

Date _____ Signature _____

New York Mills Union Free School District
Approved by the Superintendent: 02/04/14, 04/25/22
Adopted: 6/4/24

7.1 Enrollment Update

Detailed Census 2026-27

A	B	C	D	E	F	G	H	I	J	K	revised L	M	N	O	P	Q	R	S	T	U	V	W	X
			BOCES	BOCES							OUTSIDE PLACEMENT							Total					
Grade			CTE AM	CTE PM	PTECH	MITECH	New Visions	Homebound Tutored	MSA	grade	UCP/ Tradewinds	HGS	OHM BOCES Center Based	OHM BOCES/ Sauquoit	OHM BOCES/ Waterville	waiting placement/ homebound tutored	CSE Responsibility Only	Special Ed.	grade	Christian Heritage	Notre Dame	UAS	Home school
K	36									K						1			K		1		1
1	37									1	1	1	1				1	4	1		1		4
2	31									2	1		4			1		6	2	1			1
3	40									3	1				1			2	3				
4	36									4			3	1				4	4				
5	39									5	1							1	5				1
6	35									6	1		2					3	6		1	2	
Total	254									Total	5	1	10	1	1	2	1	21	Total	1	3	2	7
7	39									7					2			2	7		1		
8	47									8			2		1			3	8		4		
9	58				2	2				9	1		1			1		3	9			1	2
10	55				3				1	10				1	1			2	10			1	2
11	36			16	4				1	11			1					1	11		1		2
12	50		11		3		1		1	12				1		1		2	12				2
13					2					13			1					1					
Total	285		11	16	14	2	1		3	Total	1		5	2	4	2		14	Total		6	2	8
Grand Total	**539**								3	Grand Total	6	1	15	3	5	4*	1	35	Grand Tota	1	9	4	15

Column D-I are included in Column B

Columns K-Q total column R

* these are included in regular enrollment

	August 26	Sept 26	Oct 26	In-D Sp. Ed Students
K	31	36	36	10
1	31	37	37	8
2	31	31	31	1
3	37	40	40	2
4	41	36	35	6
5	35	39	39	3
6	38	35	35	0
Elem Total	**236**	**254**	**253**	30
7	36	39	38	2
8	48	47	47	4
9	57	58	56	11
10	56	55	53	9
11	35	36	35	5
12	50	50	50	6
Sec Total	**282**	**285**	**279**	35

BOCES: Career Tech: Special Education

CTE AM: 13

CTE PM: 16

PTECH: 14

MiTech: 2

New Vision: 1

Elementary: 21

Secondary: 14

######

Grand Total	**518**	**539**	**532**	65																			
	7/28	9/3	9/30	10/1																			