

#### **BOARD OF EDUCATION MEETING**

#### Tuesday, November 14, 2023 6:00 p.m. Regular Meeting, LLCS Cafeteria

- I. Call to Order Clerk of the Board
  - a. Pledge of Allegiance
  - b. \*Amended Minutes of the September 12, 2023 Regular Meeting
  - c. \*Minutes of the October 10, 2023 Regular Meeting
  - d. \*Minutes of the October 25, 2023 Special Meeting
  - e. Next Regular Meeting December 19, 2023
- II. Public Participation
- III. Presentations
  - a. Dale Breault, FEH BOCES, Superintendent Search Update
  - b. Jerome Flanagan, Tax Collectors Report
- IV. Superintendent's Update
- V. Business Affairs
  - a. \*September 2023 Treasurer Reports
  - b. Comprehensive Budget and Revenue Status Reports
  - c. Warrants
- VI. Recommendations for Approval
  - a. \*Policy #3410 Code of Conduct on School Property
  - b. \*Policy #3420 Non-Discrimination and Anti-Harassment in the School District
  - c. \*Policy #3421 Title IX and Sex Discrimination
  - d. \*Policy #5140 Administration of the Budget
  - e. \*Policy #6550 Leaves of Absence
  - f. \*Policy #7240 Student Records: Access and Challenge
  - g. \*Michelle Billings as Fitness Center Attendant for 2023-2024 School Year
  - h. \*Gabriel Farr as Volunteer Boys Varsity Basketball Helper for 2023-2024 School Year
  - i. \*June 30, 2023 Audit
  - j. \*Tax Collectors Report for 2023-2024 School Year
  - k. \*Rates of Pay Effective 1/1/2024: Cleaner/Food Service Worker/Office Substitute \$15/hour; Fitness Center Attendant \$15/hour; ASP Assistant \$15/hour; Uncertified Teacher/Nurse \$110/day; Certified Teacher/Nurse \$125/day
  - \*Participation in Cooperative Energy Purchasing Service (NYSMEC) for Electricity
  - m. \*Nico Paniccia as Substitute
  - n. \*Marilla Liddle as Substitute
  - o. \*Virtual Board Meetings
  - p. \*Reorganization Meeting Updates for 2023-2024 School Year

- q. \*Andree Sapp as School Counselor for .2 FTE Through June 30, 2023 or Until a Full Time School Counselor is Hired
- r. \*Finnian Kellmurray as Student Teacher Under Sean O'Shell
- s. \*Request for Disposal of School Property Declared Obsolete
- t. \*Clay Target Club Donation
- u. \*Professional Learning Plan

#### VII. General Discussion

- a. Schedule of Reserve Funds
- b. Bus Replacement Plan
- c. Letter to Governor Hochul Regarding Tax Cap
- d. Student Names on Diplomas

#### VIII. Policy 1<sup>st</sup> Readings

#### IX. 2<sup>nd</sup> Public Participation

#### X. Executive Session

- a. Collective Negotiations Pursuant to Article 14 of the Civil Service Law (the Taylor Law)
- b. To Discuss a Matter Relating to Personal and Financial Issues of a Particular Person and/or Which is Made Confidential by State or Federal Law

#### XI. Adjourn

## LONG LAKE CENTRAL SCHOOL DISTRICT DRAFT BOARD MEETING MINUTES

Date:

September 12, 2023

Time:

6:00 p.m.

Type of Meeting:

Regular Meeting

Place:

LLCS Cafeteria

**Members Present:** 

Michael Farrell Trisha Hosley Joan Paula Tara Murphy PJ Preuss

**Members Absent:** 

None

Others Present: David Snide-Principal/Superintendent, Liz Hosley-Clerk of the Board, Jack Carney

Call to Order: Board President called the meeting to order at 6:00 p.m. and followed with the Pledge of Allegiance.

**Approved:** On Motion by Tara Murphy, seconded by Trisha Hosley, corrections discussed, with all in favor, minutes of the August 8, 2023, regular meeting.

The next meeting date is Tuesday, October 10, 2023, at 6 p.m.

Public Participation: None

**Presentations:** Dr. Jack Carney returned student poster art that was completed last year and has been on display at the Cornelius Vanderbilt Whitney Long Lake Public Library throughout the summer. Four students created posters to draw awareness to bear in our community. It is Dr. Carneys hope that this will be a yearly project.

#### Superintendent's Update:

Opening of School went well.

Business audit has been completed and the final report will come soon.

Alternative arrangements to student pick up and drop off locations were made due to construction around town. Not a huge impact.

The new cafeteria program is going well, and students and staff have enjoyed the menus.

An additional teacher assistant or aide is being considered.

Soccer games have started and are off to an excellent beginning.

The **tabletop** exercise on the first Superintendents Day went well with great attendance from various agencies and First Responders, in additions to our entire staff.

A meeting with two Long Lake and two Indian Lake BOE members is being scheduled.

Wells Central School has sent a letter stating interest to joining the Indian Lake/Long Lake Athletic Merger.

**COVID** cases are rising again. We are taking preventative measures such as maintaining air flow throughout the building, using air purifiers, giving reminders about hand washing. One hundred test kits have been ordered through BOCES and can be ordered monthly.

Governor Hochul has signed legislation mandating NYS Schools to recognize **Asian Lunar New Year** as a school holiday.

#### **Business Affairs:**

**Approved:** On Motion by Michael Farrell, seconded by Trisha Hosley, with all in favor, the July 2023 **Treasurer Reports**.

Comprehensive **Budget and Revenue Status** Reports for the General and Lunch Funds and **Warrants** and **Budget Transfers Schedule A-6** were reviewed.

#### **Recommendations for Approval:**

Approved: On Motion by Joan Paula, seconded by Michael Farrell, with all in favor, **Budget Planning Dates for 2024-2025 Budget**.

**Approved:** On Motion by Trisha Hosley, seconded by PJ Preuss, with all in favor, **District Wide Safety Plan**.

**Approved:** On Motion by Michael Farrell, seconded by Tara Murphy, with all in favor, **Request for Disposal of School Property Declared Obsolete.** 

Approved: On Motion by Trisha Hosley, seconded by Tara Murphy, with all in favor, Aaron Chambers as 8th Grade Advisor for 2023-2024 School Year.

Approved: On Motion by Tara Murphy, seconded by PJ Preuss, with all in favor, Michelle Billings as 7th Grade Advisor for 2023-2024 School Year.

**Approved:** On Motion by Michael Farrell, seconded by Joan Paula, with all in favor, **Amber Clark as Substitute**.

Approved: On Motion by Trisha Hosley, seconded by Joan Puala, after discussing the difference between long-term sub and employee, with all in favor, Conditions of Employment for Vickie Foss as Speech Language Pathologist Long-Term Substitute Effective September 12, 2023.

Approved: On Motion by Michael Farrell, seconded by Joan Paula, discussed the benefits of membership, with all in favor, Membership for New York State Council of School Superintendents for David Snide.

Approved: On Motion by Tara Murphy, seconded by PJ Preuss, with all in favor, Two Year Extension of Audit Service Contract with Raymond G. Preusser, CPA, P.C..

Approved: On Motion by Tara Murphy, seconded by Joan Paula, gratitude for Christopher Sass expressed, with all in favor, Northeast Instrumental Music Festival Trip November 16-19, 2023.

#### General Discussion:

The bus purchase approved by the voters in May has been delayed due to supply chain issues and will likely be delivered in May 2024. Until then we have a bus rented at a discounted price.

Discussed using the 4th emergency day on April 8, 2024 due to the Total Solar Eclipse.

Approved: On Motion by Michael Farrell, seconded by Trisha Hosley, with all in favor, Use of Emergency Day on April 8, 2024.

Policy 1st Readings: None

#### 2<sup>nd</sup> Public Participation:

First CTSO meeting of the year will be held on October 3, 2023 at 6p.m. Location to be determined.

Discussed topics to include during Long Lake and Indian Lake BOE member meeting.

Executive Session: On Motion by Michael Farrell seconded by Trisha Hosley, with all in favor, enter Executive Session at 7:22, to discuss Matters Regarding Proposed, Pending or Current Litigation and Collective Negotiations Pursuant to Article 14 of the Civil Service Law (the Taylor Law).

**Approved:** On Motion by Michael Farrell, seconded by Joan Paula, with all in favor, to leave Executive Session at 9:21 p.m.

Approved: On Motion by PJ Preuss, seconded by Tara Murphy, with all in favor, Raise Substitute and Part-time Bus Driver Pay Rate to \$22.50 Per Hour.

**Adjournment:** On Motion by Trisha Hosley, seconded by Tara Murphy, with all in favor, the Board adjourned at 9:23 p.m.

Clerk of the Board

Elizabeth Hosley

#### LONG LAKE CENTRAL SCHOOL DISTRICT DRAFT BOARD MEETING MINUTES

Date:

October 10, 2023

Time:

6:00 p.m.

Type of Meeting:

Regular Meeting

Place:

LLCS Cafeteria

Members Present:

Michael Farrell Trisha Hosley Joan Paula Tara Murphy PJ Preuss

**Members Absent:** 

None

Others Present: David Snide-Principal/Superintendent, Liz Hosley-Clerk of the Board, Donna Furlong, Jaime Bailey-Warren, Pailin Hample, Brooke Furlong

Call to Order: Board President called the meeting to order at 6:00 p.m. and followed with the Pledge of Allegiance.

Approved: On Motion by Trisha Hosley, seconded by Tara Murphy, with all in favor, minutes of the September 12, 2023, regular meeting.

The next meeting date is Tuesday, November 14, 2023, at 6 p.m.

Public Participation: Pailin Hample along with Brooke Furlong and their 11th Grade Advisor, Jaime Bailey-Warren discussed the 11th Grade Class Trip and their wish to visit Boston instead of the traditional Niagara Falls trip.

Presentations: none

#### Superintendent's Update:

The U.S. Department of Agriculture (USDA) has expanded access to the Community Eligibility Provision (CEP) by lowering the minimum identified student percentage (ISP) participation threshold from 40 percent to 25 percent. Long Lake CSD now qualifies for the program. An application has been submitted with hope that the free meals for all students will begin as early as November 1, 2023.

NYSED sent out a survey to collect thoughts on the Electric Bus requirements that the State has issued. There are a lot of questions that still need to be answered by the State.

A **Thought Exchange** was sent out asking for input on what qualities the community, employees, parents and students hope the new Superintendent will have.

Open house was a success.

Field Trips are under way with student already visiting the Hamilton County Soil and Water Conservation District's 44<sup>th</sup> Annual Lynn Galusha Memorial Conservation Field Day event, Harrietstown Town Hall to meet author Neal Shusterman, SUNY Plattsburgh for a college visit, and a trip to Mt. Adams Trailhead to participate in "A Day in the Life of the Hudson" event.

The **Fitness Center** is open to the community on Tuesdays and Thursdays from 3pm-5pm.

**Superintendent's Conference Day** was very interesting and informative. One topic was the use of AI in schools.

School Picture day was October 5th.

Boys played in a soccer conference over Columbus Days weekend.

After School Program (ASP) is up and running.

The new system we are using in the cafeteria, **Titan**, is easy to use and working well.

Elementary Soccer has 22 players.

Assessment test scores are being reviewed to see trends.

There is a joint athletic meeting on October 12th to discuss the merged sports team.

The maintenance team replaced the shed roof.

All 5 of the students that tried out for the **CASMA** were selected.

#### **Business Affairs:**

**Approved:** On Motion by Michael Farrell, seconded by Tara Murphy, with all in favor, the August 2023 **Treasurer Reports**.

Comprehensive **Budget and Revenue Status** Reports for the General and Lunch Funds and **Warrants** were reviewed.

#### **Recommendations for Approval:**

Approved: On Motion by Trisha Hosley, seconded by Joan Paula, with all in favor, Sharyn Penrose as Substitute.

Approved: On Motion Tara Murphy, seconded by Michael Farrell, with all in favor, Ravyn Sotomayor as Substitute.

Approved: On Motion by Michael Farrell, seconded by Joan Paula, with all in favor, Jacob Fisch as Substitute.

Approved: On Motion by Trisha Hosley, seconded by PJ Preuss, with all in favor, Hildegaard Link as Long-Term Science Substitute.

Approved: On Motion by Trisha Hosley, seconded by PJ Preuss, with all in favor, Amber Wamback as Volunteer Elementary Soccer Helper.

Approved: On Motion by Michael Farrell, seconded by Joan Paula, with all in favor, Cara Lewis as Teacher's Aide.

**Approved:** On Motion by Joan Paula, seconded by Tara Murphy, with all in favor, **Christopher Sass** as **Occasional Driver**.

Approved: On Motion by Tara Murphy, seconded by PJ Preuss, with all in favor, Art Club.

Approved: On Motion by Michael Farrell, seconded by Trisha Hosley, with all in favor, Michael Gannon as Art Club Advisor.

**Approved:** On Motion by Tara Murphy, seconded by Trisha Hosley, with all in favor, **Pat Curtain as Minecraft Club Advisor.** 

Approved: On Motion by Trisha Hosley, seconded by Michael Farrell, with all in favor, Adam McCutcheon as Substitute.

#### General Discussion:

Topics to include during the sports meeting were discussed.

**Policy 1st Readings:** A first reading of Policy #3410 Code of Conduct on School Property, Policy #3420 Non-Discrimination and Anti-Harassment in the School District, Policy #3421 Title IX and Sex Discrimination, Policy #5140 Administration of the Budget, Policy #6550 Leaves of Absence, Policy #7240 Student Records: Access and Challenge was held.

#### 2<sup>nd</sup> Public Participation:

**Executive Session:** On Motion by Michael Farrell seconded by Trisha Hosley, with all in favor, **enter Executive Session at 7:47**, to discuss Collective Negotiations Pursuant to Article 14 of the Civil Service Law (the Taylor Law) and Employment History of One Particular Person.

**Approved:** On Motion by Michael Farrell, seconded by Trisha Hosley, with all in favor, to leave Executive Session at 9:30 p.m.

Adjournment: On Motion by Tara Murphy, seconded by PJ Preuss, with all in favor, the Board adjourned at 9:31 p.m.

Clerk of the Board

Elizabeth Hosley

## LONG LAKE CENTRAL SCHOOL DISTRICT DRAFT BOARD MEETING MINUTES

Date:

October 25, 2023

Time:

4:00 p.m.

Type of Meeting:

Special Meeting

Place:

Superintendent's Office room 206

Members Present:

Michael Farrell Trisha Hosley Joan Paula Tara Murphy PJ Preuss

Members Absent: None

Others Present: David Snide-Principal/Superintendent

**Call to Order**: The President called the meeting to order at 4:05 p.m. and followed with the Pledge of Allegiance.

Executive Session: On Motion by Michael Farrell, seconded by PJ Preuss, with all in favor, enter Executive Session at 4:06, to discuss Employment History of Three Particular Persons.

**Approved:** On Motion by Trisha Hosley, seconded by Tara Murphy, with all in favor, to leave **Executive Session at 4:57 p.m**.

**Approved:** On Motion by Michael Farrell seconded by PJ Preuss, with all in favor, to accept recommendation on dividing up tasks of school guidance counselor for the short term and compensation for **Ms. Zaidan** for her portion of the task through June 30, 2023, and for **Victoria Snide** for her portion of the tasks.

**Adjournment:** On Motion by Trisha Hosley, seconded by Tara Murphy, with all in favor, the Board adjourned at 4:59 p.m.

Clerk of the Board

Elizabeth Hosley

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#### TREASURER'S MONTHLY REPORT FUND: COURTNEY SCHOLARSHIP-NY CLASS For the Period from September 1, 2023 thru September 30, 2023 Total available balance as reported at the end of preceding period \$ 2,178.30 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source<sub></sub> September Deposits \$ Interest \$ 9.33 **Total Receipts** \$ 9.33 Total receipts, including balance \$ 2,187.63 Disbursements made during the month: By Check-from Check # \$ **EFT Transfers** Total amount of checks issued and debit charges \$ Cash balance as shown by records 2,187.63 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month 2,187.63 \$ less outstanding checks \$ see attached \$ Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a true reconciliation) 2,187.63 Received by the Board of Education and entered This is to certify that the as a part of the minutes of the Board meeting held above cash balance is in agreement with my 20 bank statement, as reconciled. Clerk of the Board of Education Deputy Treasurer of School District

#### TREASURER'S MONTHLY REPORT **FUND: BUS RESERVE-NY CLASS** For the Period from September 1, 2023 thru September 30, 2023 Total available balance as reported at the end of preceding period \$ 58,881.62 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source September Deposits Interest 253.07 **Total Receipts** 253.07 59,134.69 Total receipts, including balance Disbursements made during the month: By Check-from check # \$ **EFT Transfers** By Debit Charge Total amount of checks issued and debit charges Cash balance as shown by records 59,134.69 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month \$ 59,134.69 less outstanding checks see attached \$ Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) 59,134.69 Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a true reconciliation) 59,134.69 Received by the Board of Education and entered This is to certify that the as a part of the minutes of the Board meeting held above cash balance is in agreement with my

bank statement, as reconciled.

Deputy Treasurer of School District

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Clerk of the Board of Education

#### TREASURER'S MONTHLY REPORT FUND: TAX RESERVE-NY CLASS

For the Period from Septemer 1, 2023 thru September 30, 2023 Total available balance as reported at the end of preceding period \$ 10,470.18 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source September Deposits Interest 45.00 **Total Receipts** \$ 45.00 Total receipts, including balance 10,515.18 Disbursements made during the month: By Check-from check # \$ **EFT Transfers** By Debit Charge Total amount of checks issued and debit charges Cash balance as shown by records 10,515.18 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month 10,515.18 less outstanding checks see attached Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) 10,515.18 Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a true reconciliation) 10,515.18 Received by the Board of Education and entered This is to certify that the as a part of the minutes of the Board meeting held above cash balance is in agreement with my 20 bank statement, as reconciled. Clerk of the Board of Education Deputy/Treasurer of School District

#### TREASURER'S MONTHLY REPORT FUND: REPAIR RESERVE-NY CLASS

For the Period from September 1, 2023 thru September 30, 2023 Total available balance as reported at the end of preceding period 14,516.47 \$ Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source September Deposits Interest 62.41 Total Receipts \$ 62.41 Total receipts, including balance 14,578.88 Disbursements made during the month: By Check-from check # \$ **EFT Transfers** By Debit Charge Total amount of checks issued and debit charges \$ Cash balance as shown by records 14,578.88 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month \$ 14,578.88 less outstanding checks \$ Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) 14,578.88 Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a true reconciliation) 14,578.88 Received by the Board of Education and entered This is to certify that the as a part of the minutes of the Board meeting held above cash balance is in agreement with my 20 bank statement, as reconciled. Clerk of the Board of Education Deputy Treasurer of School District

#### TREASURER'S MONTHLY REPORT **FUND: CAPITAL RESERVE-NY CLASS** For the Period from September 1, 2023 thru September 30, 2023 Total available balance as reported at the end of preceding period \$ 41,115.89 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source September Deposits Interest 176.70 **Total Receipts** 176.70 Total receipts, including balance 41,292.59 Disbursements made during the month: By Check-from check # \$ **EFT Transfers** By Debit Charge Total amount of checks issued and debit charges Cash balance as shown by records 41,292.59 RECONCILIATION WITH BANK STATEMENT 41,292.59 Balance as given on bank statement, end of month less outstanding checks see attached Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) 41,292.59 Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a true reconciliation) 41,292.59

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

Clerk of the Board of Education

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This is to certify that the

bank statement, as reconciled.

Deputy Treasurer of School District

above cash balance is in agreement with my

#### TREASURER'S MONTHLY REPORT FUND: HRA For the Period from September 1, 2023 thru September 30, 2023 Total available balance as reported at the end of preceding period 149,764.37 Receipts during the month: (with breakdown of source including full amount of all short-term loans) <u>Date</u> Source<sub></sub> September Deposits Interest 19.53 **Total Receipts** 19.53 Total receipts, including balance 149,783.90 Disbursements made during the month: By Check: **EFT Transfers** \$ 2,775.25 By Debit Charge \$ Total amount of checks issued and debit charges \$ 2,775,25 Cash balance as shown by records 147,008.65 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month \$147,008.65 Less outstanding checks Net balance in bank (Should agree with Cash Balance above unless 147,008.65 there are undeposited funds in treasurer's hands) Amount of receipts undeposited(See attached schedules) Total available balance (must agree with Cash Balance above if there is a true reconciliation) \$147,008.65

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

Clerk of the Board of Education

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This is to certify that the

bank statement, as reconciled.

Deputy Treasurer of School District

above cash balance is in agreement with my

#### TREASURER'S MONTHLY REPORT FUND: VARTULI SCHOLARSHIP-NY CLASS

For the Period from September 1, 2023 thru September 30, 2023 Total available balance as reported at the end of preceding period \$ 7,093.85 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source September Deposits \$ Interest 30.49 \$ **Total Receipts** \$ 30.49 Total receipts, including balance \$ 7,124.34 Disbursements made during the month: By Check-from Check # \$ **EFT Transfers** Total amount of checks issued and debit charges \$ Cash balance as shown by records 7,124.34 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month \$ 7,124.34 less outstanding checks \$ see attached \$ Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) \$ 7,124.34 Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a true reconciliation) 7,124.34 Received by the Board of Education and entered This is to certify that the as a part of the minutes of the Board meeting held above cash balance is in agreement with my bank statement, as reconciled. 20 Clerk of the Board of Education Deputy Treasurer of School District

#### TREASURER'S MONTHLY REPORT FUND: TED ABER SCHOLARSHIP-NY CLASS

For the Period from September 1, 2023 thru September 30, 2023 Total available balance as reported at the end of preceding period \$ 9,021.21 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Source Date September Deposits \$ Interest \$ 38.78 **Total Receipts** \$ 38.78 Total receipts, including balance 9,059.99 \$ Disbursements made during the month: By Check-from Check # \$ **EFT Transfers** Total amount of checks issued and debit charges \$ Cash balance as shown by records 9.059.99 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month \$ 9,059.99 less outstanding checks \$ see attached \$ Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) \$ 9,059.99 Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a true reconciliation) 9,059.99 Received by the Board of Education and entered This is to certify that the as a part of the minutes of the Board meeting held above cash balance is in agreement with my bank statement, as reconciled. 20 Clerk of the Board of Education Deputy Treasurer of School District

#### TREASURER'S MONTHLY REPORT **FUND: SCHOLARSHIP FUND-NY CLASS** For the Period from September 1, 2023 thru September 30, 2023 Total available balance as reported at the end of preceding period \$ 71,162.39 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source September Deposits \$ Interest \$ 305.80 **Total Receipts** \$ 305.80 Total receipts, including balance 71,468.19 \$ Disbursements made during the month: By Check-from Check # \$ **EFT Transfers** Total amount of checks issued and debit charges \$ Cash balance as shown by records 71,468.19 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month \$ 71,468,19 less outstanding checks \$ \$ see attached Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) Amount of receipts undeposited (See attached schedules) 71,468.19 Total available balance (must agree with Cash Balance above if there is a true reconciliation) 71,468.19

This is to certify that the

bank statement, as reconciled.

Deputy Treasurer of School District

above cash balance is in agreement with my

Received by the Board of Education and entered

Clerk of the Board of Education

as a part of the minutes of the Board meeting held

#### TREASURER'S MONTHLY REPORT

**FUND: PAYROLL FUND** 

For the Period from September 1, 2023 thru September 30, 2023 Total available balance as reported at the end of preceding period \$ 1,000.00 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source September Deposits 106,286.70 **Total Receipts** 106,286.70 \$ Total receipts, including balance \$ 107,286.70 Disbursements made during the month: By Check: # **EFT Transfers/Direct Deposit** \$ 106,286.70 Total amount of checks issued and debit charges: \$ 106,286.70 Cash balance as shown by records \$ 1,000.00 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month 1.000.00 Less Outstanding Checks - See Attached \$ \$ 1,000.00 Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) Amount of receipts undeposited-Total available balance (must agree with Cash Balance above if there is a 1,000.00 true reconciliation) This is to certify that the Received by the Board of Education and entered above cash balance is as a part of the minutes of the Board meeting held in agreement with my bank statement, as reconciled. 20 Deputy Treasurer of School District Clerk of the Board of Education

#### TREASURER'S MONTHLY REPORT **FUND: SCHOLARSHIP FUND** For the Period from September 1, 2023 thru September 30, 2023 Total available balance as reported at the end of preceding period \$ 4,289.89 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source September Deposits \$ Interest \$ 0.72 **Total Receipts** \$ 0.72 4,290.61 Total receipts, including balance \$ Disbursements made during the month: By Check-from Check # 1454 - 1481 \$ **EFT Transfers** Total amount of checks issued and debit charges \$ Cash balance as shown by records 4,290.61 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month 4,390.61 less outstanding checks see attached 100.00 Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) \$ 4,290.61 Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a true reconciliation) 4,290.61 Received by the Board of Education and entered This is to certify that the as a part of the minutes of the Board meeting held above cash balance is in agreement with my bank statement, as reconciled. 20

Deputy Treasurer of School District

Clerk of the Board of Education

## TREASURER'S MONTHLY REPORT FUND: MONEY MARKET-NY CLASS

| For the Period from September 1,   | , 2023 thru Se         | ptember 30, 2023                  |               |  |
|--|------------------------|-----------------------------------|---------------|--|
| Total available balance as reporte   | ed at the end o        | of preceding period               | \$            | 257,156.25   |
| Receipts during the month: (with of all short-term loans)  Date September            | Source                 | source including full amount      |               |  |
| September  | Deposits<br>Interest   |                                   | \$            | 1,105.17   |
|  |                        | Total Receipts                    | \$            | 1,105.17   |
|  |                        | Total receipts, including balance | \$            | 258,261.42   |
| Disbursements made during the n  | nonth:                 |                                   |               |  |
|  | By Check:              |                                   | •             |  |
|  | EFT Transf<br>By Debit | ers                               | \$<br>\$      | -  |
|  | by book                |                                   | •             |  |
| Total amount of checks issued an   | d debit charge         | es                                | \$            | <del>-</del>   |
| Cash balance as shown by record  | ds                     |                                   | \$            | 258,261.42   |
| RECONCILIATION WITH BANK S Balance as given on bank statemed Less outstanding checks |                        | onth                              | \$            | 258,261.42   |
| Net balance in bank (Should agree  |                        |                                   | \$            | 258,261.42   |
| there are undeposited funds in<br>Amount of receipts undeposited                     |                        |                                   | \$            | -  |
| Total available balance (must agre<br>true reconciliation)                           |                        | Balance above if there is a       | \$            | 258,261.42   |
| Received by the Board of Education as a part of the minutes of the Board             |                        |                                   | abov<br>in ag | is to certify that the ve cash balance is greement with my a statement, as reconciled. |
| Clerk of the Board of Education  |                        |                                   | Dep           | uty Treasurer of School District   |

| TREASURER'S MONTHLY REP  | ORT                            | FUND: LUNCH FUND                                 |          |  |
|--|--------------------------------|--|----------|--|
| For the Period from September 1  | , 2023 thru S                  | eptember 30, 2023                                |          |  |
| Total available balance as reporte   | ed at the end                  | of preceding period                              | \$       | 12,887.35  |
| Receipts during the month: (with of all short-term loans)  | breakdown o                    | f source including full amount                   |          |  |
| <u>Date</u><br>September   | Source<br>Deposits<br>Interest |  | \$       | 774.10<br>2.08   |
|  |                                | Total Receipts Total receipts, including balance | \$<br>\$ | 776.18<br>13,663.53  |
| Disbursements made during the r  |                                | From Check<br>fers                               |          | 1,356.60   |
| Total amount of checks issued ar   | nd debit charg                 | es   | \$       | 1,356.60   |
| Cash balance as shown by recor   | ds                             | •  | \$       | 12,306.93  |
| RECONCILIATION WITH BANK Balance as given on bank statem Less outstanding checks see atta            | ent, end of m                  |  | \$       | 12,335.88<br>28.95   |
| Net balance in bank (Should agre<br>There are undeposited funds in<br>Amount of receipts undeposited |                                |  | \$       | 12,306.93<br>  |
| Total available balance (must agr  |                                | Balance above if there is a                      | \$       | 12,306.93  |
| Received by the Board of Educati<br>as a part of the minutes of the Bo                               |                                |  | abov     | is to certify that the<br>re cash balance is<br>preement with my |
|  | 20                             |  |          | statement, as reconciled.  |

Clerk of the Board of Education

#### TREASURER'S MONTHLY REPORT

**FUND: CAPITAL FUND** 

For the Period from September 1, 2023 thru September 30, 2023 Total available balance as reported at the end of preceding period \$451,324.86 Receipts during the month: (with breakdown of source including full amount of all short-term loans) **Date** Source September Deposits Interest 66.11 **Total Receipts** 66.11 451,390.97 Total receipts, including balance Disbursements made during the month: \$ By Check: 1117-1125 324,466.24 **EFT Transfers** \$ By Debit Charge \$ Total amount of checks issued and debit charges: 324,466.24 Cash balance as shown by records 126,924.73 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month \$156,434.73 Less total of outstanding checks \$ 29,510.00 Net balance in bank (Should agree with Cash Balance above unless \$126,924.73 There are undeposited funds in treasurer's hands) Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a \$126,924.73 true reconciliation) Received by the Board of Education and entered This is to certify that the

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

20

above cash balance is in agreement with my bank statement, as reconciled.

Clerk of the Board of Education

Deputy Treasurer of School District

#### TREASURER'S MONTHLY REPORT FUND: GENERAL FUND

For Period from September 1, 2023 thru September 30, 2023 Total available balance as reported at the end of preceding period \$ 25,985.73 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source September Deposits \$ 273,587.83 Interest 7.94 **Total Receipts** 273,595.77 Total receipts, including balance \$ 299,581.50 Disbursements made during the month: By Check-From Check #18266 - 18315 110,060.42 \$ **EFT Transfers** 156,402.27 \$ Total amount of checks issued and debit charges 266,462.69 Cash balance as shown by records 33,118.81 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month \$ 39,841.19 Deposit in transit \$ Less outstanding checks see attached \$ 6,722.38 Net balance in bank (Should agree with Cash Balance above unless 33,118.81 there are undeposited funds in treasurer's hands) Amount of receipts undeposited(See attached schedules) Total available balance (must agree with Cash Balance above if there is a 33,118.81 true reconciliation) This is to certify that the Received by the Board of Education and entered above cash balance is as a part of the minutes of the Board meeting held in agreement with my bank statement, as reconciled. 20 Clerk of the Board of Education Deputy Treasurer of School District

#### TREASURER'S MONTHLY REPORT **FUND: EXTRACURRICULAR ACCT.** For the Period from September 1, 2023 thru September 30, 2023 Total available balance as reported at the end of preceding period \$ 8,282.25 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source September Deposits Interest 1.33 **Total Receipts** 1.33 Total receipts, including balance 8,283.58 Disbursements made during the month: By Check-From Check: 1356-1357 \$ 344.48 **EFT Transfers** By Debit Charge Total amount of checks issued and debit charges 344.48 Cash balance as shown by records 7,939.10 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month 7,939.10 Less outstanding checks or Internal transfers See attached Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) 7,939.10 Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a 7,939.10 true reconciliation) Received by the Board of Education and entered This is to certify that the as a part of the minutes of the Board meeting held above cash balance is in agreement with my 20 bank statement, as reconciled.

Deputy Treasurer of School District

Clerk of the Board of Education

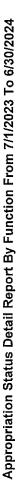
#### TREASURER'S MONTHLY REPORT **FUND: MONEY MARKET ACCOUNT** For the Period from September 1, 2023 thru September 30, 2023 Total available balance as reported at the end of preceding period 685,467.39 \$ Receipts during the month: (with breakdown of source including full amount of all short-term loans) Source Date September Deposits 1,661,085.03 \$ Interest \$ 4,679.92 **Total Receipts** 1,665,764.95 2,351,232.34 Total receipts, including balance \$ Disbursements made during the month: By Check: **EFT Transfers** \$ 272,986.05 By Debit Total amount of checks issued and debit charges 272,986.05 Cash balance as shown by records 2,078,246.29 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month 2,078,246.29 Less outstanding checks Net balance in bank (Should agree with Cash Balance above unless 2,078,246.29 there are undeposited funds in treasurer's hands) Amount of receipts undeposited \$ Total available balance (must agree with Cash Balance above if there is a true reconciliation) 2,078,246.29 Received by the Board of Education and entered This is to certify that the above cash balance is as a part of the minutes of the Board meeting held in agreement with my

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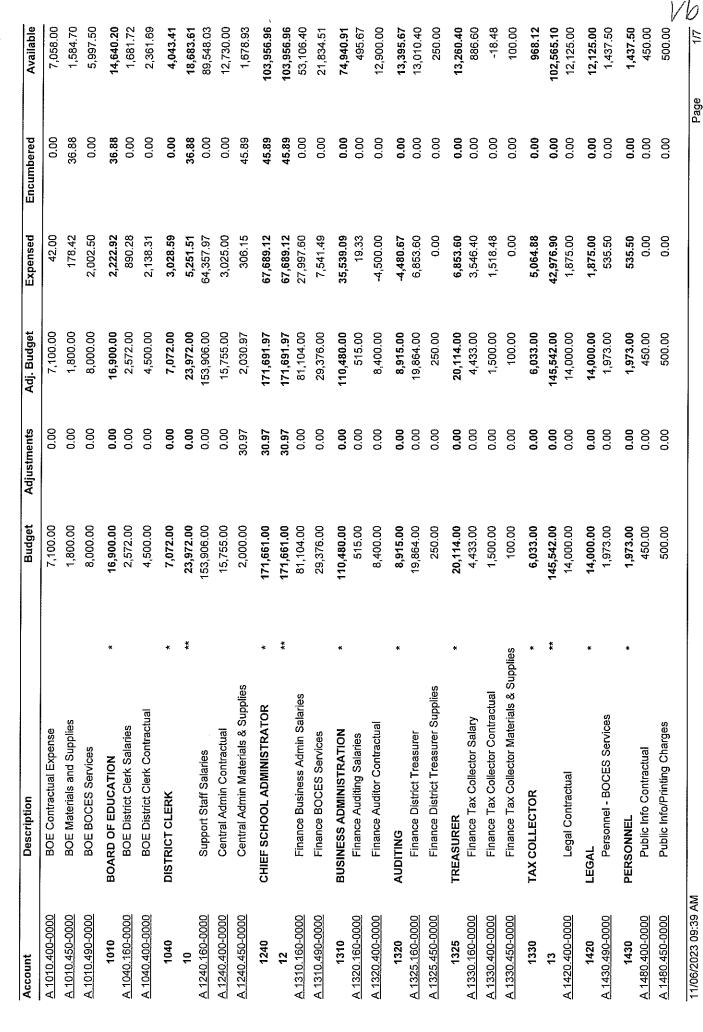
Clerk of the Board of Education

bank statement, as reconciled.

Deputy Treasurer of School District



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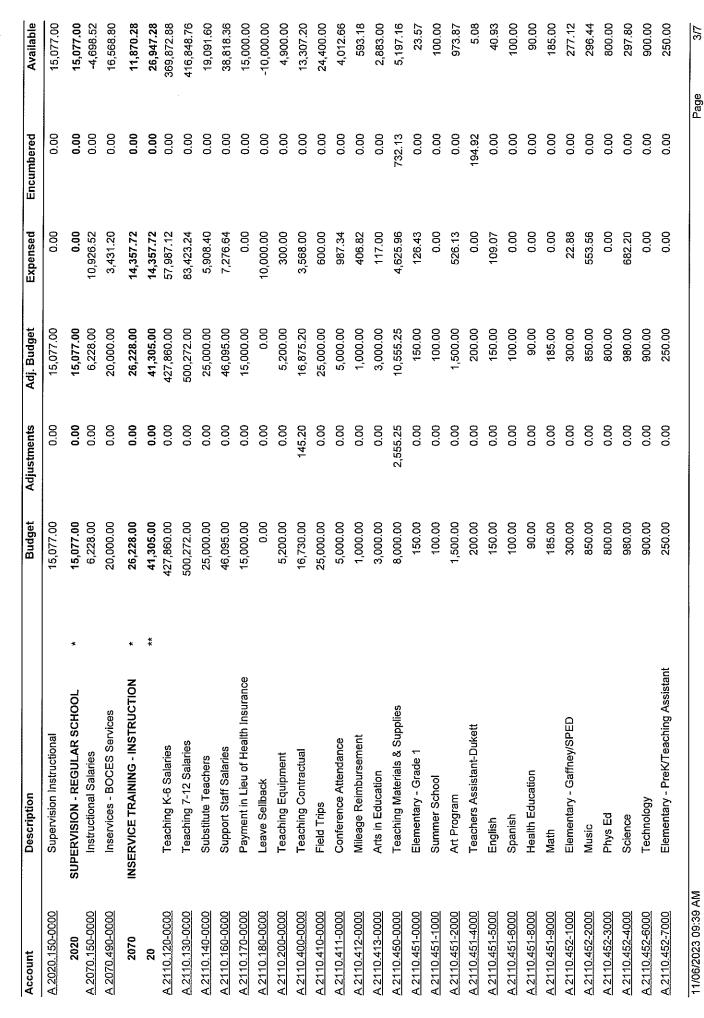




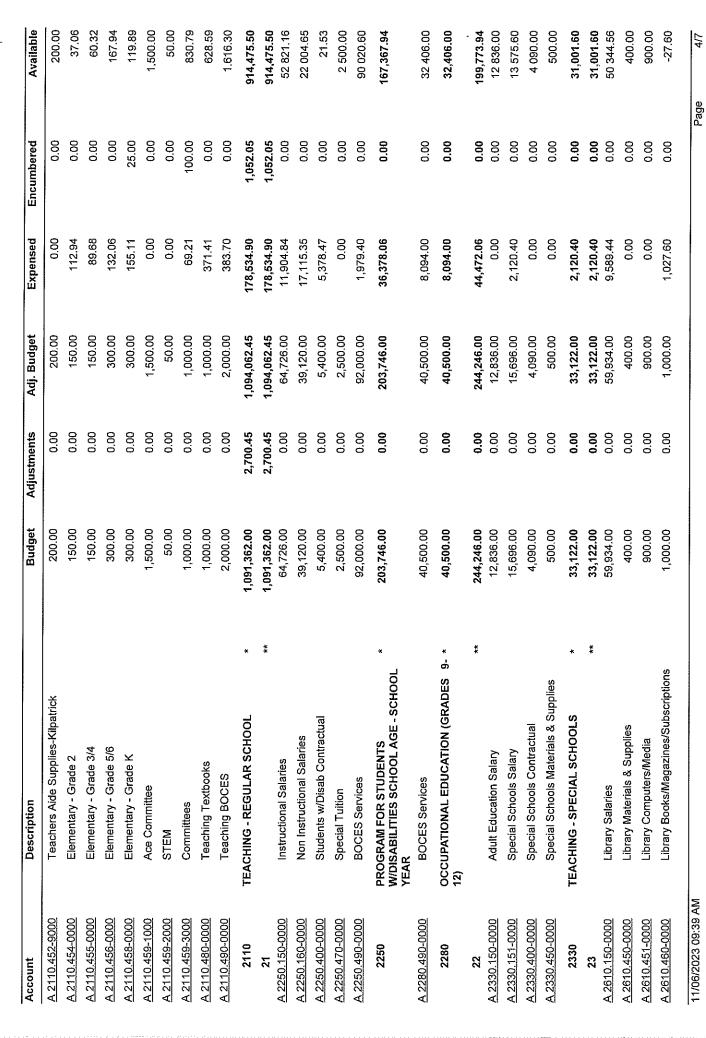


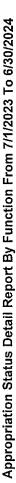
| Account         | Description                             | Buc  | Budget Ad | Adjustments | Adj. Budget | Expensed   | Encumbered | Available  |
|-----------------|---|--|-----------|-------------|-------------|------------|------------|------------|
| 1480            | PUBLIC INFORMATON & SERVICES            | * *  | 950.00    | 0.00        | 950.00      | 0.00       | 00.0       | 950.00     |
| 4               |   | ** 16,923.00   | 3.00      | 0.00        | 16,923.00   | 2,410.50   | 0.00       | 14,512.50  |
| A 1620,160-0000 | Central Services Support Staff Salaries | s 107,665.00   | 5.00      | 0.00        | 107,665.00  | 38,254.52  | 0.00       | 69,410.48  |
| A 1620.400-0000 | Central Services Contractual            | 71,566.00  | 9.00      | 0.00        | 71,566.00   | 131,772.18 | 0.00       | -60,206.18 |
| A 1620,410-0000 | Central Services Fuel Oil               | 103,750.00   | 0.00      | 0.00        | 103,750.00  | 23,837.52  | 0.00       | 79,912.48  |
| A 1620.420-0000 | Central Services Television             | 2,000.00   | 0.00      | 0.00        | 2,000.00    | 673.50     | 0.00       | 1,326.50   |
| A 1620.430-0000 | Central Services Electricity            | 28,000.00  | 0.00      | 00'0        | 28,000.00   | 8,939.78   | 0.00       | 19,060.22  |
| A 1620.440-0000 | Central Services Water Rent             | 1,000.00   | 0.00      | 00'0        | 1,000.00    | 1,000.00   | 0.00       | 0.00       |
| A 1620,450-0000 | Central Services Materials & Supplies   | 24,000.00  | 0.00      | 0.00        | 24,000.00   | 5,825.66   | 5,061.62   | 13,112.72  |
| A 1620.460-0000 | Central Services Telephone              | 5,000.00   | 0.00      | 0.00        | 5,000.00    | 1,747.11   | 0.00       | 3,252.89   |
| A 1620.480-0000 | Central Services LP Gas                 | 10   | 100.00    | 0.00        | 100.00      | 40.00      | 0.00       | 00.09      |
| A 1620.490-0000 | Central Services BOCES                  | 11,200.00  | 0.00      | 0.00        | 11,200.00   | 3,096.60   | 00.0       | 8,103.40   |
| 1620            | OPERATION OF PLANT                      | * 354,281.00   | 1.00      | 00'0        | 354,281.00  | 215,186.87 | 5,061.62   | 134,032.51 |
| A 1621.160-0000 | Mainten Support Staff Salaries          | 16,954.00  | 4.00      | 0.00        | 16,954.00   | 5,991.10   | 0.00       | 10,962.90  |
| A 1621.400-0000 | Maintenance Contractual Exp             | 33,835.00  | 5.00      | 5,129.70    | 38,964.70   | 38,460.63  | 0.00       | 504.07     |
| 1621            | MAINTENANCE OF PLANT                    | * 50,789.00  | 00.6      | 5,129.70    | 55,918.70   | 44,451.73  | 0.00       | 11,466.97  |
| A 1670,400-0000 | Contractual                             | 82   | 825.00    | 0.00        | 825.00      | 00.00      | 0.00       | 825.00     |
| A 1670.450-0000 | Postage                                 | 3,000.00   | 0.00      | 0.00        | 3,000.00    | 1,086.52   | 0.00       | 1,913.48   |
| A 1670.490-0000 | Printing - BOCES Services               | 1,000.00   | 0.00      | 0.00        | 1,000.00    | 103.20     | 0.00       | 896.80     |
| 1670            | CENTRAL PRINTING & MAILING              | * 4,825.00   | 5.00      | 0.00        | 4,825.00    | 1,189.72   | 0.00       | 3,635.28   |
| A 1680,490-0000 | Central DP - BOCES Services             | 00'000'09  | 0.00      | 0.00        | 60,000.00   | 26,362.37  | 0.00       | 33,637.63  |
| 1680            | CENTRAL DATA PROCESSING                 | * 60,000.00  | 00.0      | 0.00        | 60,000.00   | 26,362.37  | 0.00       | 33,637.63  |
| 16              |   | ** 469,895.00  | 2.00      | 5,129.70    | 475,024.70  | 287,190.69 | 5,061.62   | 182,772.39 |
| A 1910.400-0000 | Unallocated Insurance                   | 1,000.00   | 0.00      | 0.00        | 1,000.00    | 717.00     | 0.00       | 283.00     |
| 1910            | UNALLOCATED INSURANCE                   | 1,000.00   | 0.00      | 0.00        | 1,000.00    | 717.00     | 0.00       | 283.00     |
| A 1920.400-0000 | School Association Dues                 | 5,150.00   | 0.00      | 0.00        | 5,150.00    | 4,811.00   | 0.00       | 339.00     |
| 1920            | SCHOOL ASSOCIATION DUES                 | * 5,150.00   | 0.00      | 0.00        | 5,150.00    | 4,811.00   | 0.00       | 339.00     |
| A 1981.490-0000 | BOCES Administrative Costs              | 26,000.00  | 0.00      | 0.00        | 26,000.00   | 7,630.20   | 0.00       | 18,369.80  |
| 1981            | BOCES ADMINISTRATIVE COSTS              | * 26,000.00  | 0.00      | 0.00        | 26,000.00   | 7,630.20   | 0.00       | 18,369.80  |
| A 1983,490-0000 | BOCES Capital Expenses                  | 4,000.00   | 0.00      | 0.00        | 4,000.00    | 1,063.20   | 0.00       | 2,936.80   |
| 1983            | BOCES CAPITAL EXPENSE                   | * 4,000.00   | 0.00      | 0.00        | 4,000.00    | 1,063.20   | 0.00       | 2,936.80   |
| 19              |   | ** 36,150.00   | 0.00      | 0.00        | 36,150.00   | 14,221.40  | 0.00       | 21,928.60  |
| -               |   | *** 864,143.00   | 3.00      | 5,160.67    | 869,303.67  | 419,740.12 | 5,144.39   | 444,419.16 |
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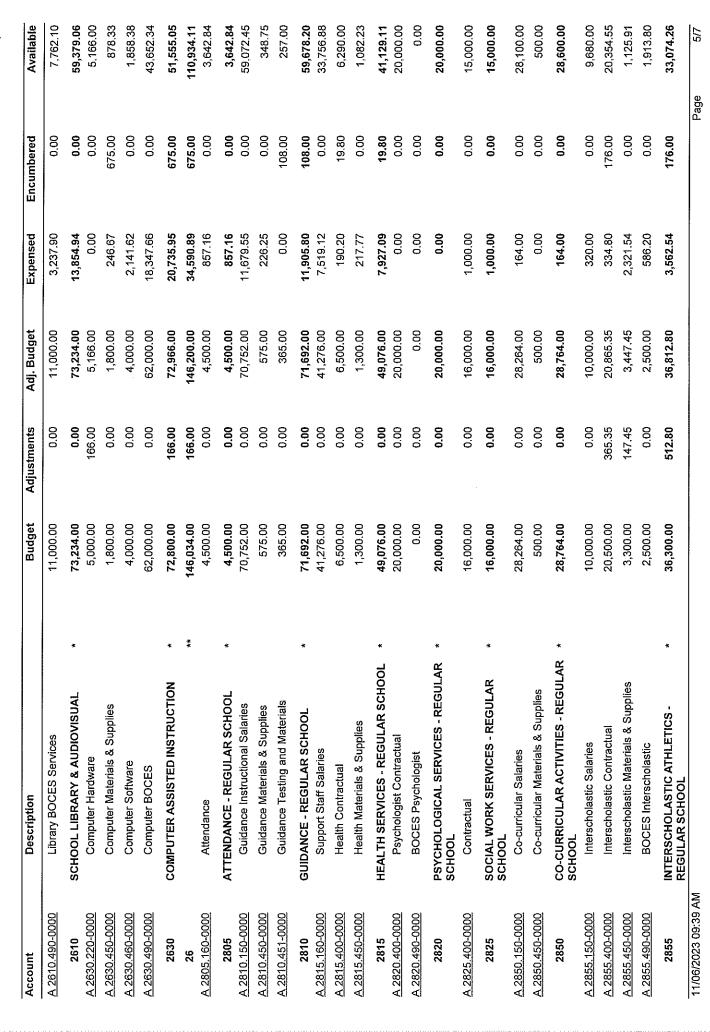






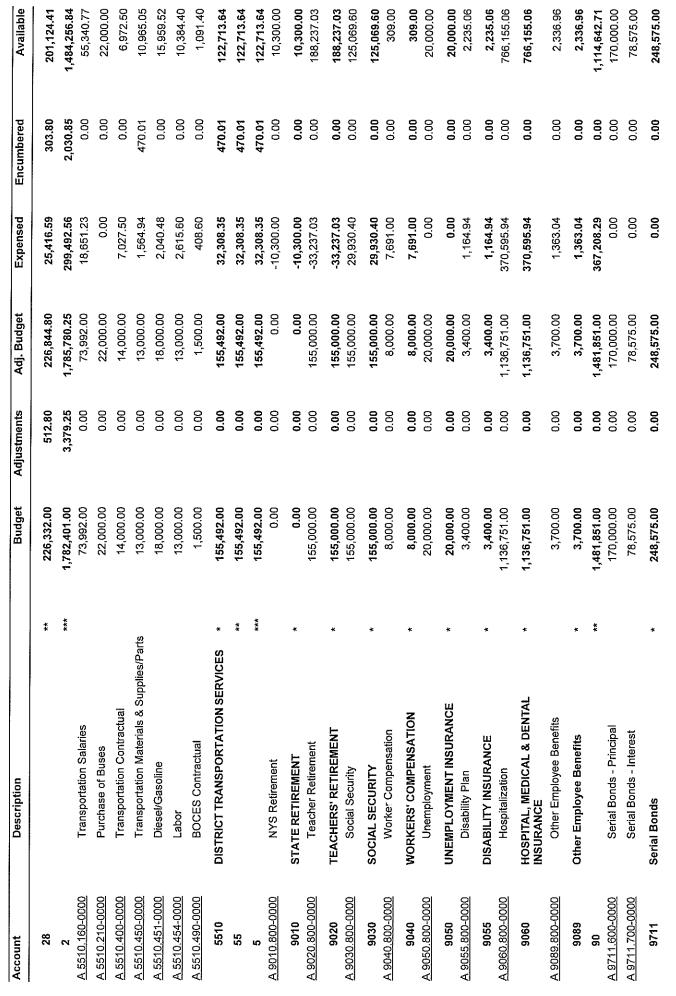






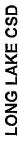
**LONG LAKE CSD** 

Appropriation Status Detail Report By Function From 7/1/2023 To 6/30/2024

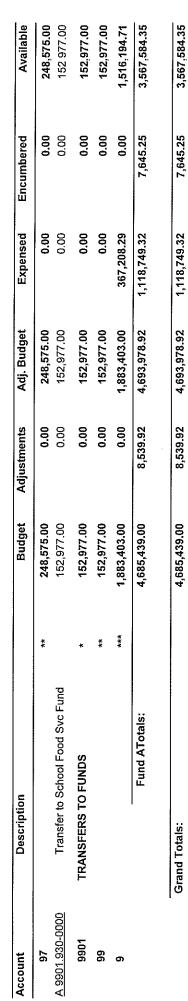


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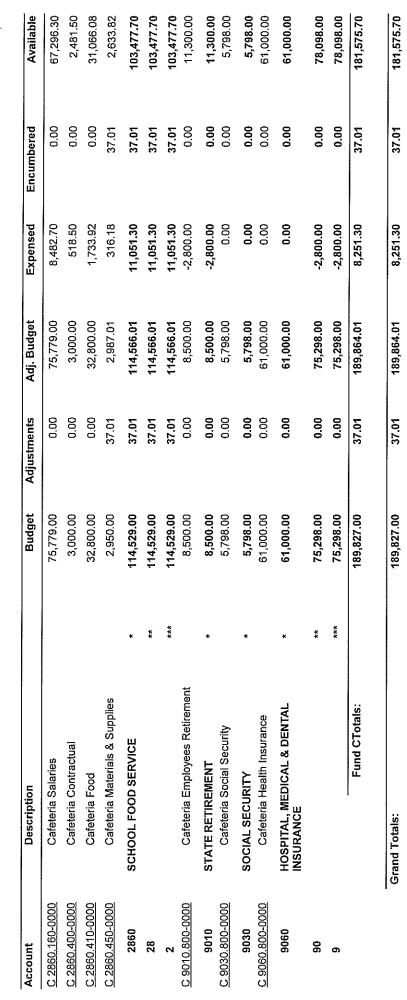




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LONG LAKE CSD

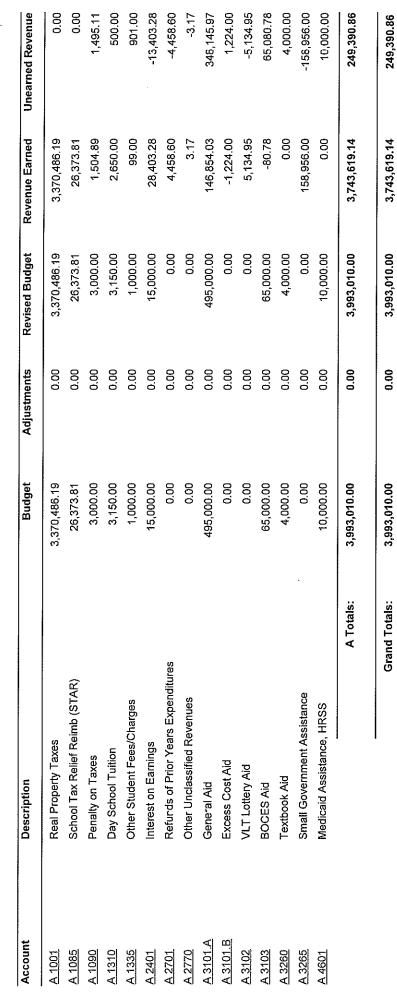




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Revenue Status Report By Function From 7/1/2023 To 6/30/2024



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# Revenue Status Report By Function From 7/1/2023 To 6/30/2024

NOISINA

| Account   | Description                       | 8                   | Budget     | Adjustments | Revised Budget | Revenue Earned | Unearned Revenue |
|-----------|-----------------------------------|---------------------|------------|-------------|----------------|----------------|------------------|
| C 1440.B  | Breakfast - Student Sale of Meals |                     | 2,300.00   | 00:00       | 2,300.00       | 00'0           | 2,300.00         |
| C 1440.L  | Lunch - Student Sale of Meals     | 8,5                 | 8,500.00   | 00:00       | 8,500.00       | 1,194.57       | 7,305.43         |
| C 1445.L  | A La Carte Sales                  | 4,7                 | 500.00     | 0.00        | 200.00         | 0.41           | 499.59           |
| C 2401    | Interest and Earnings             |                     | 0.00       | 0.00        | 0.00           | 8.57           | -8.57            |
| C 3190.FB | Breakfast - Federal Reimbursement |                     | 7,000.00   | 0.00        | 7,000.00       | 0.00           | 7,000.00         |
| C 3190.FL | Lunch - Federal Reimbursement     |                     | 15,000.00  | 0.00        | 15,000.00      | 0.00           | 15,000.00        |
| C 3190.FS | Snack - Federal Reimbursement     |                     | 550.00     | 0.00        | 920.00         | 0.00           | 550.00           |
| C 3190.SB | Breakfast - State Reimbursement   |                     | 400.00     | 00.00       | 400.00         | 0.00           | 400.00           |
| C 3190.SL | Lunch - State Reimbursement       | 9                   | 900.009    | 0.00        | 00.009         | 0.00           | 00000            |
| C 4190    | USDA Surplus Food                 | 2,0                 | 2,000.00   | 0.00        | 2,000.00       | 0.00           | 2,000.00         |
| C 5031    | Interfund Transfer                | 152,9               | 152,977.00 | 0.00        | 152,977.00     | 0:00           | 152,977.00       |
| ,         |                                   | C Totals: 189,8     | 189,827.00 | 00:00       | 189,827.00     | 1,203.55       | 188,623.45       |
|           |                                   | Grand Totals: 189,8 | 189,827.00 | 00.00       | 189,827.00     | 1,203.55       | 188,623.45       |



Check Warrant Report For A - 7: Cash Disbursement General Fund Sept 23 For Dates 9/1/2023 - 9/30/2023

| Check # | Check Date | Vendor ID Vendor Name                   | Check Description  | PO Number          | Check Amoun |
|---------|------------|---|--|--------------------|-------------|
| 18262   | 09/18/2023 | 4906 **VOID** AleraEdge                 | **VOID**   |                    | -350.00     |
| 18266   | 09/08/2023 | 4039 DENTON<br>PUBLICATIONS, INC.       | Help Wanted Ad   |                    | 41.25       |
| 18267   | 09/08/2023 | 4681 EDGENUITY                          | Online Course  | 240034             | 176.00      |
| 18268   | 09/08/2023 | 4902 The Comprehensive<br>Classroom     | Stewart Conference attendace   |                    | 157.34      |
| 18269   | 09/08/2023 | 4901 Excellus Health Plan-<br>Group     | BCBS Sept  |                    | 14,174.56   |
| 18270   | 09/08/2023 | 1369 NCC SYSTEMS INC.                   | Annual Fire Alarm, Hood,<br>Extingusiher Inspection                  |                    | 1,575.00    |
| 18271   | 09/08/2023 | 4812 FIRST NATIONAL BANK<br>OF OMAHA    | Fingerprinting for 2 new employees                                   |                    | 205.50      |
| 18272   | 09/08/2023 | 2819 MCCLARY MEDIA INC.                 | Back to School Safety  |                    | 27.80       |
| 18273   | 09/08/2023 | 1360 HAMILTON COUNTY<br>TREASURER       | Gas and Diesel July 2023   |                    | 189.10      |
| 8274    | 09/08/2023 | 3252 HARRY D. BUXTON                    | Annual Fire Inspection   |                    | 400.00      |
| 8275    | 09/08/2023 | 3944 STUDIES WEEKLY                     | World History Studies Weekly   | 240038             | 132.06      |
| 8276    | 09/08/2023 | 4014 TBS                                | Service Agreement for<br>building ventilaters and steam<br>radiaters | 240042             | 5,150.00    |
| 8277    | 09/08/2023 | 3259 FIRST UNUM LIFE INSURANCE CO.      | Disability Insurance Sept 23   |                    | 222.02      |
| 8278    | 09/08/2023 | 4605 XEROX FINANCIAL<br>SERVICES        | Copier Leases September  |                    | 427.90      |
| 8279    | 09/08/2023 | 2988 GIRVIN & FERLAZZO,<br>P.C.         | Retainer July  |                    | 625.00      |
| 8280    | 09/08/2023 | 4716 QUADIENT FINANCE<br>USA, INC.      | Postage  |                    | 500.00      |
| 8281    | 09/08/2023 | 4908 THORNBUSH ACRES                    | Fill 2 20lb LP tanks   | 240051             | 40.00       |
| 8282    | 09/08/2023 | 2302 WARDS                              | Science Materials and<br>Supplies                                    | 240016             | 375.50      |
| 8283    | 09/08/2023 | 4525 SLIC NETWORK<br>SOLUTIONS          | TV Sept 2023   |                    | 134.70      |
| 8284    | 09/08/2023 | 4826 GREAT MINDS PBC                    | 12 Student Licenses for Math grade 7&8                               |                    | 277.20      |
| 8285    | 09/08/2023 | 4909 FIRST Educational<br>Resources     | O'Shell COnference attendance  |                    | 300.00      |
| 8286    | 09/08/2023 | 4838 TEACHER SYNERGY<br>LLC             | HS Culinary Arts bundle  | 240052             | 210.25      |
| 8287    | 09/08/2023 | 1840 GRAINGER                           | Pavement Striping Paint and Stencil                                  | 240035             | 612.12      |
| 8288    | 09/08/2023 | 4199 NYS EMPLOYEES'<br>HEALTH INSURANCE | NYSHIP Health Insurance<br>October 2023                              |                    | 52,459.57   |
| 8289    | 09/08/2023 | 2004 FORTUNE'S HARDWARE                 | Maintance Materials & Supplies                                       | 240004             | 578.28      |
| 8290    | 09/08/2023 | 3825 AMAZON                             | Water Filters  | *See Detail Report | 430.30      |
| 8292    | 09/21/2023 | 3064 TRI-LAKES 3HREE<br>PRESS CORP.     | Help Wanted Ad - Teachers<br>Aide                                    |                    | 42.00       |
| 8293    | 09/21/2023 | 2469 NYSCOSS                            | Yearly Membership<br>NYSCOSS   |                    | 1,794.72    |
| 8294    | 09/21/2023 | 2809 TIME FOR KIDS                      | Time for Kids Digital<br>Subscription                                | 240012             | 5.50        |
| 8295    | 09/21/2023 | 3217 FRONTIER                           | August Phone   |                    | 438.18      |
| 8296    | 09/21/2023 | 4761 COLTON GLASS & MIRROR              | Window Glass Replacement   | 240046             | 457.02      |



Check Warrant Report For A - 7: Cash Disbursement General Fund Sept 23 For Dates 9/1/2023 - 9/30/2023

| Check#                     | Check Date | Vendor ID Vendor Name                          | Check Description                    | PO Number       | Check Amount |
|----------------------------|------------|--|--------------------------------------|-----------------|--------------|
| 18297                      | 09/21/2023 | 1447 WOODWIND AND THE<br>BRASSWIND             | Music Suppleis and Materials         | 240024          | 139.32       |
| 18298                      | 09/21/2023 | 4606 Document Solution of the<br>North Country | Copies August                        |                 | 140.13       |
| 18299                      | 09/21/2023 | 4776 MOLLY STEWART                             | Meals For Fleld Trip                 |                 | 190.00       |
| 18300                      | 09/21/2023 | 4198 W.B. MASON CO., INC.                      | Cleaning Materials                   | 240005          | 920.70       |
| 18301                      | 09/21/2023 | 4885 Bestco Hartford                           | Hartford Health Insurance<br>October |                 | 5,371.72     |
| 18302                      | 09/21/2023 | 4913 Mountian Medical<br>Services, PLLC        | 19 A Physical- Hample                |                 | 165.00       |
| 18303                      | 09/21/2023 | 4843 WAYSIDE PUBLISHING                        | Spanish Books                        | 240050          | 281.56       |
| 18304                      | 09/21/2023 | 4645 UPSTATE AGENCY LLC                        | Pollution Premium                    |                 | 811.32       |
| 18305                      | 09/21/2023 | 4910 NYSAHPERD                                 | Chambers Conference<br>Registration  | 240055          | 185.00       |
| 18306                      | 09/21/2023 | 2833 UTICA NATIONAL<br>INSURANCE GROUP         | Auto Insurance Bus Rental            |                 | 429.00       |
| 18307                      | 09/21/2023 | 4901 Excellus Health Plan-<br>Group            | Excellus BCBS October                |                 | 14,174.56    |
| 18308                      | 09/21/2023 | 4828 ELIZABETH HOSLEY                          | Mileage to WSWHE SBO meeting         |                 | 112.00       |
| 18309                      | 09/21/2023 | 2988 GIRVIN & FERLAZZO,<br>P.C.                | Retainer August                      |                 | 625.00       |
| 18310                      | 09/21/2023 | 2697 DICK BLICK                                | Art Materials and Supplies           | 240010          | 510.35       |
| 18311                      | 09/21/2023 | 1417 PUPIL BENEFITS PLAN<br>INC.               | Student Accident Coverage            |                 | 717.00       |
| 18312                      | 09/21/2023 | 1147 FOLLETT LIBRARY<br>BOOK CO.               | HS Library Books                     | 240000          | 429.95       |
| 18313                      | 09/21/2023 | 4912 Leonard/Scholastic Bus<br>Corp Rental     | Bus Rental September                 |                 | 250.00       |
| Number of Transactions: 48 |            |  |                                      | Warrant Total:  | 107,261.48   |
|                            |            |  |                                      | Vendor Portion: | 107,261.48   |

<sup>\*</sup>See Detail Report denotes that multiple purchase orders are referenced on this check. Run the Detail report to view the purchase order information

#### **Certification of Warrant**

**Certification of Warrant** 

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$107261.48. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

10.5.23 hymfaidan Date Claims Auditor





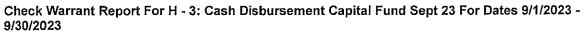
| Check #                    | Check Date | Vendor ID Vendor Name                     | Check Description                         | PO Number       | Check Amount |
|----------------------------|------------|---|---|-----------------|--------------|
| 1052                       | 09/14/2023 | 3407 NYS INCOME TAX                       | Trust & Agency Payment                    |                 | 3,223.54     |
| 1053                       | 09/14/2023 | 3411 VOYA INSTITUTIONAL<br>TRUST COMPANY  | Trust & Agency Payment                    |                 | 2,475.00     |
| 1054                       | 09/14/2023 | 3591 NEW YORK STATE<br>DEFERRED COMP PLAN | Trust & Agency Payment                    |                 | 200.00       |
| 1055                       | 09/14/2023 | 4340 LLCS GENERAL FUND                    | Trust & Agency Payment                    |                 | 55,129.49    |
| 1056                       | 09/14/2023 | 4375 EFTPS Enrollment<br>Processing       | Trust & Agency Payment                    | Myork           | 17,930.40    |
| 1057                       | 09/28/2023 | 3407 NYS INCOME TAX                       | Trust & Agency Payment                    | VO,             | 2,846.99     |
| 1058                       | 09/28/2023 | 3411 VOYAINSTITUTIONAL<br>TRUST COMPANY   | Trust & Agency Payment                    | kr.             | 2,475.00     |
| 1059                       | 09/28/2023 | 3413 NYS EMPLOYEES<br>RETIREMENT SYSTEM   | Trust & Agency Payment                    |                 | 851.49       |
| 1060                       | 09/28/2023 | 3591 NEW YORK STATE<br>DEFERRED COMP PLAN | Trust & Agency Payment                    |                 | 200.00       |
| 1061                       | 09/28/2023 | 4340 LLCS GENERAL FUND                    | Trust & Agency Payment                    |                 | 51,157.21    |
| 1062                       | 09/28/2023 | 4375 EFTPS Enrollment<br>Processing       | Trust & Agency Payment                    |                 | 15,984.89    |
| 18291                      | 09/14/2023 | 3406 C.S.E.A., INC.                       | Trust & Agency Payment -<br>DUES-CSEA     |                 | 111.50       |
| 18314                      | 09/28/2023 | 3406 C.S.E.A., INC.                       | Trust & Agency Payment -<br>DUES-CSEA     |                 | 111.50       |
| 18315                      | 09/28/2023 | 3408 C.S.E.A. EMPLOYEE<br>BENEFIT FUND    | Trust & Agency Payment -<br>DENTAL/VISION |                 | 2,225.94     |
| Number of Transactions: 14 |            | 1   |   | Warrant Total:  | 154,922.95   |
|                            |            |   |   | Vendor Portion: | 154,922.95   |

#### **Certification of Warrant**

To The District Treasurer: I hereby certify that I have verified the above claims, \_\_\_\_\_ in number, in the total amount of \$\_\_\_\_\_. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

Date

Superintendent





| Check #                   | Check Date | Vendor ID Vendor Name               | Check Description       | PO Number       | Check Amount |
|---------------------------|------------|-------------------------------------|-------------------------|-----------------|--------------|
| 1117                      | 09/21/2023 | 4088 MOSAIC ASSOCIATES              | Reconstruction Project  |                 | 2,710.00     |
| 1118                      | 09/21/2023 | 4088 MOSAIC ASSOCIATES              | Clerk of the Works      |                 | 24,700.00    |
| 1119                      | 09/21/2023 | 4088 MOSAIC ASSOCIATES              | Clerk of the Works      |                 | 2,100.00     |
| 1120                      | 09/21/2023 | 4763 PIPELINE MECHANICAL            | Mechanical Construction |                 | 15,582.38    |
| 1121                      | 09/21/2023 | 4763 PIPELINE MECHANICAL            | Mechanical Construction |                 | 3,776.25     |
| 1122                      | 09/21/2023 | 4886 Murnane Building<br>Contractor | General Contruction     |                 | 161,052.38   |
| 1123                      | 09/21/2023 | 4886 Murnane Building<br>Contractor | General Construction    |                 | 63,459.73    |
| 1124                      | 09/21/2023 | 4403 HAROLD R. CLUNE, INC.          | Electrical Construction |                 | 50,777.50    |
| 1125                      | 09/21/2023 | 2988 GIRVIN & FERLAZZO,<br>P.C.     | Contruction Matters     |                 | 308.00       |
| Number of Transactions: 9 |            |                                     | Warrant Total:          | 324,466.24      |              |
|                           |            |                                     |                         | Vendor Portion: | 324,466.24   |

#### **Certification of Warrant**

**Certification of Warrant** 

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$324466.24You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

Date The Claims Auditor

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Community Relations

#### SUBJECT: CODE OF CONDUCT

The District has developed and will amend, as appropriate, a written *Code of Conduct* for the maintenance of order on school property and at school functions. The *Code* will govern the conduct of students, teachers, and other school personnel, as well as visitors and vendors. The Board will further provide for the enforcement of this *Code of Conduct*.

For purposes of this policy, and the *Code of Conduct*, school property means in or within any building, structure, athletic playing field, playground, parking lot, or land contained within the real property boundary line of the District's elementary or secondary schools, or in or on a school bus; and a school function means a school-sponsored extracurricular event or activity regardless of where the event or activity takes place.

The District Code of Conduct has been developed in collaboration with student, teacher, administrator, and parent organizations, school safety personnel, and other school personnel.

The District *Code of Conduct* will be adopted by the Board only after at least one public hearing that provided for the participation of school personnel, parents or persons in parental relation, students, and any other interested parties.

The District Code of Conduct will be reviewed on an annual basis, and updated as necessary in accordance with law. The District may establish a committee to facilitate review of its Code of Conduct and the District's response to violations. The Board will reapprove any updated Code of Conduct or adopt revisions only after at least one public hearing that provides for the participation of school personnel, parents or persons in parental relation, students, and any other interested parties. The District will file a copy of its Code of Conduct and any amendments with the Commissioner, in a manner prescribed by the commissioner, no later than 30 days after their respective adoptions.

The Board will ensure community awareness of its *Code of Conduct* by:

- a) Posting the complete *Code of Conduct* on the Internet website, if any, including any annual updates and other amendments to the Code;
- b) Providing copies of a summary of the *Code of Conduct* to all students in an age-appropriate version, written in plain language, at a school assembly to be held at the beginning of each school year;
- c) Providing a plain language summary of the *Code of Conduct* to all parents or persons in parental relation to students before the beginning of each school year and making the summary available thereafter upon request;
- d) Providing each existing teacher with a copy of the complete *Code of Conduct* and a copy of any amendments as soon as practicable following initial adoption or amendment. New teachers will be provided a complete copy of the current *Code of Conduct* upon their employment; and

### SUBJECT: CODE OF CONDUCT (Cont'd.)

e) Making complete copies available for review by students, parents, or persons in parental relation to students, other school staff, and other community members.

Education Law Article 2, Sections 801-a, 2801, and 3214 Family Court Act Articles 3 and 7 Vehicle and Traffic Law Section 142 8 NYCRR Section 100.2

NOTE: Refer also to District Code of Conduct

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Community Relations

### SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE DISTRICT

#### Overview

The District is committed to creating and maintaining an environment which is free from discrimination and harassment. This policy addresses complaints of discrimination and/or harassment made under applicable federal and state laws and regulations, as well as any applicable District policy, regulation, procedure, or other document such as the District's *Code of Conduct*. It is just one component of the District's overall commitment to maintaining a discrimination and harassment-free educational and work environment.

In accordance with applicable federal and state laws and regulations, the District does not discriminate on the basis of any legally protected class or category in its education programs and activities or when making employment decisions. Further, the District prohibits discrimination and harassment on school property and at school functions on the basis of any legally protected class or category including, but not limited to:

- a) Age;
- b) Race;
- c) Creed;
- d) Religion;
- e) Color;
- f) National origin;
- g) Citizenship or immigration status:
- h) Sexual orientation;
- i) Gender identity or expression;
- j) Military status;
- k) Sex;
- l) Disability;
- m) Predisposing genetic characteristics:

### SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE DISTRICT (Cont'd.)

- n) Familial status;
- o) Marital status; and
- p) Status as a victim of domestic violence.

The District adopts this policy as part of its effort to provide for the prompt and equitable resolution of complaints of discrimination and/or harassment. The District will promptly respond to reports of discrimination and/or harassment, ensure that all investigations are conducted within a reasonably prompt time frame and under a predictable fair grievance process that provides due process protections, and impose disciplinary measures and implement remedies when warranted.

Inquiries about this policy may be directed to the District's Civil Rights Compliance Officer(s) (CRCO(s)).

### Scope and Application

This policy outlines the District's general approach to addressing complaints of discrimination and/or harassment. This policy applies to the dealings between or among the following parties on school property and at school functions:

- a) Students;
- b) Employees;
- c) Applicants for employment;
- d) Paid or unpaid interns;
- e) Anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or other person providing services pursuant to a contract in the workplace;
- f) Volunteers; and
- g) Visitors or other third parties.

Further, discrimination and/or harassment that occurs off school property and somewhere other than a school function can disrupt the District's educational and work environment. This conduct can occur in-person or through phone calls, texts, emails, or social media. Accordingly, conduct or incidents of discrimination and/or harassment that create or foreseeably create a disruption within the District may be subject to this policy in certain circumstances.

# SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE DISTRICT (Cont'd.)

Other District policies and documents such as regulations, procedures, collective bargaining agreements, and the District's *Code of Conduct* may address misconduct related to discrimination and/or harassment and may provide for additional, different, or more specific grievance procedures depending on a number of factors including, but not limited to, who is involved, where the alleged discrimination and/or harassment occurred, and the basis of the alleged discrimination and/or harassment. These documents must be read in conjunction with this policy.

The dismissal of a complaint under one policy or document does not preclude action under another related District policy or document.

#### **Definitions**

For purposes of this policy, the following definitions apply:

- a) "School property" means in or within any building, structure, athletic playing field, playground, parking lot, or land contained within the real property boundary line of any District elementary or secondary school, or in or on a school bus or District vehicle.
- b) "School function" means a school-sponsored or school-authorized extracurricular event or activity regardless of where the event or activity takes place, including any event or activity that may take place virtually or in another state.

#### What Constitutes Discrimination and Harassment

Determinations as to whether conduct or an incident constitutes discrimination and/or harassment will be made consistent with applicable federal and state laws and regulations, as well as any applicable District policy, regulation, procedure, or other document such as the District's *Code of Conduct*. These determinations may depend upon a number of factors, including, but not limited to: the particular conduct or incident at issue; the ages of the parties involved; the context in which the conduct or incident took place; the relationship of the parties to one another; the relationship of the parties to the District; and the protected class or characteristic that is alleged to have been the basis for the conduct or incident. The examples below are intended to serve as a general guide for individuals in determining what may constitute discrimination and/or harassment. These examples should not be construed to add or limit the rights that individuals and entities possess as a matter of law.

Generally stated, discrimination consists of the differential treatment of a person or group of people on the basis of their membership in a legally protected class. Discriminatory actions may include, but are not limited to: refusing to promote or hire an individual on the basis of their membership in a protected class; denying an individual access to facilities or educational benefits on the basis of their membership in a protected class; or impermissibly instituting policies or practices that disproportionately and adversely impact members of a protected class.

# SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE DISTRICT (Cont'd.)

Generally stated, harassment consists of subjecting an individual, on the basis of their membership in a legally protected class, to unwelcome verbal, written, or physical conduct which may include, but is not limited to: derogatory remarks, signs, jokes, or pranks; demeaning comments or behavior; slurs; mimicking; name calling; graffiti; innuendo; gestures; physical contact; stalking; threatening; bullying; extorting; or the display or circulation of written materials or pictures.

This conduct may, among other things, have the purpose or effect of: subjecting the individual to inferior terms, conditions, or privileges of employment; creating an intimidating, hostile, or offensive environment; substantially or unreasonably interfering with an individual's work or a student's educational performance, opportunities, benefits, or well-being; or otherwise adversely affecting an individual's employment or educational opportunities.

Under New York State Human Rights Law (NYSHRL), discrimination or harassment does not need to be severe or pervasive to be illegal. It can be any discriminatory or harassing behavior that rises above petty slights or trivial inconveniences. Every instance of discrimination or harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, NYSHRL specifies that whether discriminatory or 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.

### Civil Rights Compliance Officer

\*The District has designated the following District employee(s) to serve as its CRCO(s):

[For each CRCO, the District should list the following: name or title, office address, telephone number, and email address.]

The CRCO(s) will coordinate the District's efforts to comply with its responsibilities under applicable non-discrimination and anti-harassment laws and regulations including, but not limited to: the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and the Age Discrimination Act of 1975.

Where appropriate, the CRCO(s) may seek the assistance of other District employees, such as the District's Title IX Coordinator(s) or Dignity Act Coordinator(s) (DAC(s)), or third parties in investigating, responding to, and remedying complaints of discrimination and/or harassment.

<sup>\*</sup>Customize to District -- Policy Services recommends that districts appoint at least two CRCOs in case there is an issue of conflict of interest, bias, or continuity of coverage.

(Continued)

### SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE DISTRICT (Cont'd.)

### Reporting Allegations of Discrimination and/or Harassment

Anyone who experiences, witnesses, or becomes aware of potential instances of discrimination or harassment is encouraged to report the behavior to a supervisor, building principal, other administrator, or the CRCO. Individuals should not feel discouraged from reporting discrimination or harassment because they do not believe it is bad enough or conversely because they do not want to see someone punished for less severe behavior.

Reports of discrimination and/or harassment may be made verbally or in writing. A written complaint form is posted on the District's website if an individual would like to use it, but the complaint form is not required. Individuals who are reporting discrimination and/or harassment on behalf of another individual may use the complaint form and note that it is being submitted on another individual's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another individual is also acceptable.

Reports may be made to a CRCO in person, by using the contact information for a CRCO, or by any other means that results in a CRCO receiving the person's verbal or written report. This report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office address, listed for a CRCO.

Reports of discrimination and/or harassment may also be made to any other District employee including a supervisor or building principal. All reports of discrimination and/or harassment must be immediately forwarded to the CRCO. Reports may also be forwarded to other District employees depending on the allegations.

Failure to immediately inform the CRCO may subject the employee to discipline up to and including termination.

If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

In addition to complying with the reporting requirements in this policy, District employees must comply with any other applicable reporting requirements contained in District policy, regulation, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*. Applicable documents include, but are not limited to, the District's policies, regulations, and procedures related to Title IX, sexual harassment in the workplace, and the Dignity for All Students Act (DASA).

### SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE DISTRICT (Cont'd.)

### **Supervisory Responsibilities**

Supervisors, building principals, other administrators, and the CRCOs are responsible for helping to maintain a discrimination and harassment-free educational and work environment.

All supervisors, building principals, and other administrators who receive a complaint or information about suspected discrimination or harassment, observe what may be discriminatory or harassing behavior, or for any reason suspect that discrimination or harassment is occurring, are required to report the suspected discrimination or harassment to the CRCO. If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

Supervisors, building principals, and other administrators should not be passive and wait for an individual to make a claim of discrimination or harassment. If they observe such behavior, they must act.

Supervisors, building principals, and other administrators can be disciplined if they engage in discriminatory or harassing behavior themselves. Supervisors, building principals, and other administrators, can also be disciplined for failing to report suspected discrimination or harassment or allowing discrimination or harassment to continue after they know about it.

While supervisors, building principals, and other administrators have a responsibility to report discrimination and harassment, they must be mindful of the impact that discrimination and/or harassment and a subsequent investigation has on victims. Being identified as a possible victim of discrimination or harassment and questioned about discrimination or harassment can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors, building principals, and other administrators must accommodate the needs of individuals who have experienced discrimination or harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

#### Grievance Process for Complaints of Discrimination and/or Harassment

All complaints or information about discrimination or harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected discrimination or harassment will be prompt, thorough, equitable, and started and completed as soon as possible. Investigations will be kept confidential to the extent possible. Disclosure may, however, be necessary to complete a thorough investigation of the charges and/or notify law enforcement officials. All individuals involved, including those making a discrimination or harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

### SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE DISTRICT (Cont'd.)

The CRCO will generally oversee the District's investigation of all complaints of discrimination and/or harassment. In the event an anonymous complaint is filed, the District will respond to the extent possible.

District employees may be required to cooperate as needed in an investigation of suspected discrimination or harassment. The District recognizes that participating in a discrimination or harassment investigation can be uncomfortable and has the potential to retraumatize an individual. Individuals receiving claims and leading investigations will handle complaints and questions with sensitivity toward participants.

Various District policies and documents address discrimination and harassment. All complaints will be handled in accordance with the applicable District policies and/or documents.

The determination as to which District policies and/or documents are applicable is fact specific, and the CRCO may work with other District staff such as the District's Dignity Act Coordinators (DACs) or Title IX Coordinator(s) to determine which District policies and/or documents are applicable to the specific facts of the complaint.

If an investigation reveals that discrimination and/or harassment based on a legally protected class has occurred, the District will take immediate corrective action as warranted. This action will be taken in accordance with applicable law and regulation, as well as any applicable District policy, regulation, procedure, collective bargaining agreement, third-party contract, or other document such as the District's *Code of Conduct*.

### **Knowingly Makes False Accusations**

Any employee or student who knowingly makes false accusations against another individual as to allegations of discrimination and/or harassment will face appropriate disciplinary action.

#### Prohibition of Retaliatory Behavior (Commonly Known as "Whistle-Blower" Protection)

The District prohibits all retaliation. Any individual that reports an incident of discrimination or harassment, provides information, or otherwise assists in any investigation of a discrimination or harassment complaint is protected from retaliation. No one should fear reporting discrimination or harassment if they believe it has occurred. Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

# SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE DISTRICT (Cont'd.)

Any District employee who retaliates against anyone involved in a discrimination or harassment investigation will face disciplinary action, up to and including termination.

Complaints of retaliation may be directed to the CRCO. If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

Where appropriate, follow-up inquiries will be made to ensure that the discrimination and/or harassment has not resumed and that those involved in the investigation have not suffered retaliation.

### Confidentiality

To the extent possible, all complaints will be treated as confidential. Disclosure may be necessary in certain circumstances such as to complete a thorough investigation and/or notify law enforcement officials. All disclosures will be in accordance with law and regulation.

### Training

In order to promote familiarity with issues pertaining to discrimination and harassment in the District, and to help reduce incidents of prohibited conduct, the District will provide appropriate information and/or training to employees and students. As may be necessary, special training will be provided for individuals involved in the handling of discrimination and/or harassment complaints.

#### Notification

Prior to the beginning of each school year, the District will issue an appropriate public announcement or publication which advises students, parents or legal guardians, employees, and other relevant individuals of the District's established grievance process for resolving complaints of discrimination and/or harassment. This announcement or publication will include the name, office address, telephone number, and email address of the CRCO(s). The District's website will reflect current and complete contact information for the CRCO(s).

A copy of this policy and its corresponding regulations and/or procedures will be available upon request and will be posted and/or published in appropriate locations and/or District publications.

# SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE DISTRICT (Cont'd.)

#### **Additional Provisions**

Regulations and/or procedures will be developed for reporting, investigating, and remedying allegations of discrimination and/or harassment.

8 USC Section 1324b

29 USC Section 206

42 USC Section 1981

Age Discrimination Act of 1975, 42 USC Section 6101 et seq.

Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Section 621 et seq.

Americans with Disabilities Act (ADA), 42 USC Section 12101 et seq.

Equal Educational Opportunities Act of 1974, 20 USC Section 1701 et seq.

Genetic Information Non-Discrimination Act (GINA), 42 USC Section 2000ff et seq.

Section 504 of the Rehabilitation Act of 1973, 29 USC Section 790 et seq.

Title IV of the Civil Rights Act of 1964, 42 USC Section 2000c et seq.

Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d et seq.

Title VII of the Civil Rights Act of 1964, 42 USC Section 2000e et seq.

Title IX of the Education Amendments Act of 1972, 20 USC Section 1681 et seq.

Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC Section 4301 et seq.

28 CFR Part 35

29 CFR Chapter I - National Labor Relations Board

29 CFR Chapter XIV – Equal Employment Opportunity Commission

34 CFR Parts 100, 104, 106, 110, and 270

45 CFR Part 86

Civil Rights Law Sections 40, 40-a, 40-c, 47-a, 47-b, and 48-a

Civil Service Law Sections 75-b and 115

Correction Law Section 752

Education Law Sections 10-18, 313, 313-a, 2801, 3201, and 3201-a

Labor Law Sections 194-a, 201-d, 201-g, 203-e, 206-c, 215, and 740

New York State Human Rights Law, Executive Law Section 290 et seg.

Military Law Sections 242, 243, and 318

8 NYCRR Section 100.2

9 NYCRR Section 466 et seq.

#### SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE DISTRICT (Cont'd.)

Refer also to Policies #3421 -- <u>Title IX and Sex Discrimination</u> NOTE:

#6120 -- <u>Equal Employment Opportunity</u> #6121 -- <u>Sexual Harassment in the Workplace</u>

#6122 -- Employee Grievances #7550 -- Dignity for All Students

#7551 -- Sexual Harassment of Students
#8130 -- Equal Educational Opportunities
#8220 -- Career and Technical (Occupational) Education

District Code of Conduct

**POLICY** 

2020

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Community Relations

SUBJECT: TITLE IX AND SEX DISCRIMINATION

#### Overview

The District is committed to creating and maintaining education programs and activities which are free from discrimination and harassment. This policy addresses complaints of sex discrimination, including sexual harassment, made under Title IX of the Education Amendments Act of 1972 and its implementing regulations (Title IX). It is just one component of the District's overall commitment to maintaining a discrimination and harassment-free educational and work environment.

Title IX prohibits discrimination on the basis of sex in any education program or activity operated by a district that receives federal financial assistance. As required by Title IX, the District does not discriminate on the basis of sex in its education programs and activities or when making employment decisions.

The District adopts this policy as part of its effort to provide for the prompt and equitable resolution of complaints of sex discrimination, including sexual harassment. The District will promptly respond to reports of sex discrimination, ensure that all investigations are conducted within a reasonably prompt time frame and under a predictable fair grievance process that provides due process protections to complainants and respondents, and impose sanctions and implement remedies when warranted.

Inquiries about this policy or the application of Title IX may be directed to the District's Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

#### Scope and Application of Policy

This policy is limited to addressing complaints of sex discrimination, including sexual harassment, that fall within the scope of Title IX which, among other things, has a specific definition of sexual harassment and applies only to sex discrimination occurring against a person in the United States. This policy applies to any individual participating in or attempting to participate in the District's education programs or activities including students and employees.

Other District policies and documents address sex-based misconduct and may have different definitions, standards of review, and grievance procedures. These documents must be read in conjunction with this policy as they may cover incidents of sex-based misconduct not addressed by Title IX.

If the allegations forming the basis of a formal complaint of sexual harassment, if proven, would constitute prohibited conduct under Title IX, then the grievance process outlined in this policy would be applied to the investigation and adjudication of all the allegations. Depending on the allegations, additional grievance procedures may apply.

The dismissal of a formal complaint of sexual harassment under Title IX does not preclude action under another related District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.



### SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

### What Constitutes Sex Discrimination Including Sexual Harassment

Title IX prohibits various types of sex discrimination including, but not limited to: sexual harassment; the failure to provide equal athletic opportunity; sex-based discrimination in a District's science, technology, engineering, and math (STEM) courses and programs; and discrimination based on pregnancy.

Under Title IX, sexual harassment includes conduct on the basis of sex that satisfies one or more of the following:

- a) An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
- 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, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
- d) Dating violence, meaning violence committed by a person:
  - 1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - 2. Where the existence of such a relationship will be determined based on a consideration of the following factors:
    - (a) The length of the relationship;
    - (b) The type of relationship;
    - (c) The frequency of interaction between the persons involved in the relationship;
- e) Domestic violence, meaning felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or

POLICY

### SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

- f) Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - 1. Fear for his or her safety or the safety of others; or
  - 2. Suffer substantial emotional distress.

### Title IX Coordinator

The District has designated and authorized the following District employee(s) to serve as its Title IX Coordinator(s):

Superintendent, 20 School Lane, Long Lake, NY 12847, 518-624-2221, dsnide@longlakecsd.org.

The Title IX Coordinator(s), who must be referred to as such, will coordinate the District's efforts to comply with its responsibilities under Title IX. However, the responsibilities of the Title IX Coordinator(s) may be delegated to other personnel.

Where appropriate, the Title IX Coordinator(s) may seek the assistance of the District's Civil Rights Compliance Officer(s) (CRCO(s)) and/or Dignity Act Coordinator(s) (DAC(s)) in investigating, responding to, and remedying complaints of sex discrimination, including sexual harassment.

### Reporting Allegations of Sex Discrimination

Any person may report sex discrimination, including sexual harassment, regardless of whether they are the alleged victim or not. Reports may be made in person, by using the contact information for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. This report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

Reports of sex discrimination may also be made to any other District employee including a supervisor, building principal, or the District's CRCO. All reports of sex discrimination, including sexual harassment, will be forwarded to the District's Title IX Coordinator. Reports may also be forwarded to other District employees depending on the allegations.

All District employees who witness or receive an oral or written report of sex discrimination must immediately inform the Title IX Coordinator. Failure to immediately inform the Title IX Coordinator may subject the employee to discipline up to and including termination.

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# (Continued) SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

Making a report of sexual harassment is not the same as filing a formal complaint of sexual harassment. A formal complaint is a document either filed by a complainant or a parent or legal guardian who has a right to act on behalf of the complainant or signed by the Title IX Coordinator which alleges sexual harassment against a respondent and requests that the District investigate the allegations. While the District must respond to all reports it receives of sexual harassment, the Title IX grievance process is only initiated with the filing of a formal complaint.

In addition to complying with this policy, District employees must comply with any other applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*. This includes, but is not limited to, Policy #7550 -- Dignity for All Students (DASA) which requires District employees to make an oral report promptly to the Superintendent or principal, their designee, or the DAC not later than one school day after witnessing or receiving an oral or written report of harassment, bullying, and/or discrimination of a student. Two days after making the oral report, DASA further requires that the District employee file a written report with the Superintendent or principal, their designee, or the DAC.

If the Title IX Coordinator is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another Title IX Coordinator, if the District has designated another individual to serve in that capacity. If the District has not designated another Title IX Coordinator, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the Title IX Coordinator.

### Grievance Process for Complaints of Sex Discrimination Other than Sexual Harassment

The District will provide for the prompt and equitable resolution of reports of sex discrimination other than sexual harassment. In responding to these reports, the Title IX Coordinator will utilize, as applicable, the grievance process set forth in Policy #3420 -- Non-Discrimination and Anti-Harassment in the District and any other applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

### Grievance Process for Formal Complaints of Sexual Harassment

The District will respond to allegations of sexual harassment in a manner that is not deliberately indifferent whenever it has actual knowledge of sexual harassment in an education program or activity of the District. The District is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For purposes of reports and formal complaints of sexual harassment under Title IX, education program or activity includes locations, events, or circumstances over which the District exercised substantial control over both the respondent(s) and the context in which the sexual harassment occurred.

The District will follow a grievance process that complies with law and regulation before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

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# (Continued) SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

The District will conduct the grievance process in a timely manner designed to provide all parties with a prompt and equitable resolution. It is anticipated that, in most cases, the grievance process will be conducted within a reasonably prompt manner and follow the time frames established in this policy.

#### **Definitions**

- a) "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to a District's Title IX Coordinator or any official of the District who has authority to institute corrective measures on behalf of the District, or to any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the District with actual knowledge is the respondent. The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the District. "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in this policy.
- b) "Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- c) "Days" means school days, unless otherwise specified herein, but excludes any weekday during which the school is closed.
- d) "Formal complaint" means a document 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. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email, by using the contact information required to be listed for the Title IX Coordinator, and by any additional method designated by the District. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by email or through an online portal provided for this purpose by the District) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party, and must comply with the requirements of law and regulation.
- e) "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

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# (Continued) SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

"Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. These measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

### General Requirements for the Investigative and Grievance Process

During the investigation of a formal complaint and throughout the grievance process, the District will ensure that:

- a) Complainants and respondents are treated equitably. This includes applying any provisions, rules, or practices incorporated into the District's grievance process, other than those required by law or regulation, equally to both parties.
- b) All relevant evidence is objectively evaluated, including both inculpatory and exculpatory evidence. Inculpatory evidence implicates or tends to implicate an individual in a crime or wrongdoing. Exculpatory evidence frees or tends to free an individual from blame or accusation.
- c) The Title IX Coordinator, investigator, decision-maker involved in the grievance process, or any person designated by the District to facilitate any informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- d) Respondents are presumed not to be responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- e) The grievance process, including any appeals or informal resolutions, is concluded within a reasonably prompt time frame and that the process is only temporarily delayed or extended for good cause. Good cause includes, but is not limited to, considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for

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# (Continued) SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

language assistance or accommodation of disabilities. Whenever the time frame is temporarily delayed or extended, written notice will be provided to all complainants and respondents of the delay or extension and the reasons for the action.

- f) The range of possible disciplinary sanctions and remedies that may be implemented by the District following any determination regarding responsibility are described to any known party.
- g) The same standard of evidence is used to determine responsibility in all formal complaints.
- h) The procedures and permissible bases for an appeal are known to all complainants and respondents.
- i) The range of supportive measures available are known to all complainants and respondents.
- j) There is no requirement, allowance of, reliance on, or otherwise use of questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding the privilege has waived the privilege.
- k) The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not on the parties.
- 1) The Title IX Coordinator, the investigator, any decision-maker, or any other person participating on behalf the District does not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the District obtains that party's voluntary, written consent to do so for the grievance process. If the party is not an eligible student, as defined in FERPA as a student who has reached 18 years of age or is attending a post-secondary institution, the District will obtain the voluntary, written consent of a parent.
- m) The parties have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
- n) Credibility determinations are not to be based on a person's status as a complainant, respondent, or witness.
- o) The ability of either party to discuss the allegations under investigation or to gather and present relevant evidence is not restricted.
- p) The parties are provided with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney,

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### (Continued) SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

and not limit the choice or presence of advisor for any complainant or respondent in any meeting or grievance proceeding. However, the District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

- q) Written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, is provided to any party whose participation is invited or expected with sufficient time for the party to prepare to participate.
- r) The parties are provided with equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the District does not intend to rely on in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.
- s) Any document sent to a minor or legally incompetent person is also sent to the party's parent or legal guardian.
- t) Any document sent to a party is also sent to legal counsel or representative, if known.

#### After a Report of Sexual Harassment Has Been Made

After receiving a report of sexual harassment, the Title IX Coordinator will:

- a) Promptly contact the complainant to discuss and offer supportive measures;
- b) Inform the complainant both of the range of supportive measures available and that these measures are available regardless of whether a formal complaint is filed;
- c) Consider the complainant's wishes with respect to supportive measures: and
- d) Explain to the complainant the process for filing a formal complaint.

The Title IX Coordinator may also contact the respondent to discuss and/or impose supportive measures.

Requests for confidentiality or use of anonymous reporting may limit how the District is able to respond to a report of sexual harassment.

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# (Continued) SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

### Emergency Removal and Administrative Leave

At any point after receiving a report or formal complaint of sexual harassment, the District may immediately remove a respondent from the District's education program or activity on an emergency basis, provided that the District:

- a) Undertakes an individualized safety and risk analysis;
- b) Determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal; and
- c) Provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

The District should coordinate their Title IX compliance efforts with special education staff when initiating an emergency removal of a student with a disability from an education program or activity as the removal could constitute a change of placement under the IDEA or Section 504.

The District may place a non-student employee respondent on administrative leave with or without pay during the pendency of the grievance process in accordance with law and regulation and any applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

### Filing a Formal Complaint

A complainant may file a formal complaint with the Title IX Coordinator in person or by mail, email, or other method made available by the District. The complainant must be participating in or attempting to participate in the education program or activity of the District at the time of filing the complaint. The filing of a formal complaint initiates the grievance process.

A formal complaint must be signed by the complainant, the complainant's parent or legal guardian as appropriate, or the Title IX Coordinator. Where a parent or legal guardian signs the complaint, the parent or legal guardian does not become the complainant; rather the parent or legal guardian acts on behalf of the complainant. The Title IX Coordinator may sign the formal complaint, but his or her signature does not make him or her a complainant or a party to the complaint. If the formal complaint is signed by the Title IX Coordinator, the Title IX Coordinator is still obligated to comply with the grievance process outlined in this policy.

The complainant, or the complainant's parent or legal guardian, must physically or digitally sign the formal complaint, or otherwise indicate that the complainant is the person filing the formal complaint. When a formal complaint is filed, the Title IX Coordinator must send a written notice of allegations to all parties which includes the identities of all known parties.



# (Continued) SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

The District will not discriminate on the basis of sex in its treatment of a complainant or a respondent in responding to a formal complaint of sexual harassment.

The formal complaint form may be obtained from the District's Title IX Coordinator or found on the District's website.

### Consolidation of Formal Complaints

The District may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

### Written Notice of Allegations

Upon receipt of a formal complaint, the District will send all known parties written notice of:

- a) The District's grievance process, including any informal resolution process; and
- b) The allegations of sexual harassment which will:
  - 1. Provide sufficient details known at the time and sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
  - 2. State that the respondent is presumed not to be responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
  - 3. Inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney;
  - 4. Inform the parties that they may inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint; and
  - 5. Include notice of any provision in any applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct* that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about any complainant or respondent that were not included in the initial notice, the District will provide another notice of the additional allegations to the parties whose identities are known.

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(Continued)
SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

### Investigation of a Formal Complaint

The Title IX Coordinator will oversee the District's investigation of all formal complaints. During the investigation of a formal complaint, the Title IX Coordinator or another District employee may serve as the District's investigator. The District may also outsource all or part of an investigation to appropriate third parties. The outsourcing of all or part of an investigation does not relieve the District from its obligation to comply with law and regulation.

It is anticipated that most investigations will be completed within ten (10) school days after receiving a formal complaint.

During the investigation of a formal complaint, the investigator will, as appropriate:

- a) Collect, review, and preserve all evidence including, but not limited to, any relevant documents, videos, electronic communications, and phone records.
- b) Interview all relevant persons including, but not limited to, any complainants, respondents, and witnesses. Interviews of complainants and respondents will be conducted separately. If a student is involved, the District will follow any applicable District policy, procedure, or other document such as the District's *Code of Conduct* regarding the questioning of students.
- c) Create written documentation of the investigation (such as a letter, memo, or email), which contains the following:
  - 1. A list of all documents reviewed, along with a detailed summary of relevant documents;
  - 2. A list of names of those interviewed, along with a detailed summary of their statements;
  - 3. A timeline of events; and
  - 4. A summary of prior relevant incidents, reported or unreported.
- d) Keep any written documentation and associated documents in a secure and confidential location.

Prior to completion of the investigative report, the District will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties will have at least ten days to submit a written response, which the investigator will consider prior to completion of the investigative report.

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# (Continued) SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

At the end of the investigation, an investigative report will be created that fairly summarizes all relevant evidence.

At least ten days prior to a hearing or other determination regarding responsibility, the investigative report will be sent to each party and the party's advisor, if any, in an electronic format or a hard copy, for their review and written response.

### Dismissal of a Formal Complaint

The District must investigate the allegations in a formal complaint. The District must dismiss a formal complaint under Title IX if the conduct alleged:

- a) Would not constitute sexual harassment even if proven;
- b) Did not occur in the District's education program or activity; or
- c) Did not occur against a person in the United States.

Further, the District may dismiss a formal complaint or any of its allegations under Title IX, if at any time during the investigation or hearing:

- a) A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any of its allegations;
- b) The respondent is no longer enrolled or employed by the District; or
- c) Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or any of its allegations.

Upon a dismissal of a formal complaint, the District must promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The dismissal of a formal complaint under Title IX does not preclude action under another related District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

### Informal Resolutions

Before reaching a determination regarding responsibility, but only after a formal complaint is filed, the District may offer and facilitate the use of an informal resolution process, such as mediation, that does not involve a full investigation and adjudication of the formal complaint.

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# (Continued) SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

It is anticipated that most informal resolutions will be completed within thirty (30) calendar days.

The District will not require that parties participate in an informal resolution process. The District will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student. Further, the District will not require the waiver of the right to an investigation and adjudication of formal complaints of sexual harassment as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right.

If the District offers and facilitates the use of an informal resolution process, it will:

- a) Provide written notice to all known parties which details:
  - 1. The allegations in the formal complaint;
  - 2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint;
  - 3. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared; and
- b) Obtain the parties' voluntary, written consent to the informal resolution process.

### Hearings and Determination Regarding Responsibility

The District will designate an individual decision-maker or a panel of decision-makers to issue a written determination regarding responsibility. A decision-maker can either be a District employee or, where appropriate, a third-party. They cannot be the same individual as either the Title IX Coordinator or the investigator(s).

The District's grievance process may, but is not required to, provide for a hearing. The determination as to whether a hearing will be provided will be made on a case-by-case basis. If a hearing is provided, the District will make all evidence subject to the parties' inspection and review available to give each party equal opportunity to refer to this evidence during the hearing, including for purposes of cross-examination.

### SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

With or without a hearing, before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to:

- a) Submit written, relevant questions that a party wants asked of any party or witness within five (5) school days after the parties have received the investigative report;
- b) Provide each party with the answers given by any party or witness within five (5) school days of receiving the questions; and
- c) Allow for additional, limited follow-up questions and responses from each party to occur within five (5) school days after the parties have received responses to their initial questions.

Questions and evidence about a complainant's sexual predisposition or prior sexual behavior will not be considered, unless the questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

The decision-maker(s) will issue a written determination regarding responsibility to the Title IX Coordinator, the Superintendent, and all parties simultaneously within ten (10) school days after all follow-up questions have been responded to or after the hearing, if one has been provided.

To reach this determination, the decision-maker(s) will use the preponderance of the evidence standard which is the standard of evidence that will be applied in all formal complaints of sexual harassment. This standard is understood to mean that the party with the burden of persuasion must prove that a proposition is more probably true than false meaning a probability of truth greater than 50 percent.

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### SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

The written notice of the determination regarding responsibility will include:

- a) Identification of the allegations potentially constituting sexual harassment;
- b) 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;
- c) Findings of fact supporting the determination;
- d) Conclusions regarding the application of any applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct* to the facts;
- e) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District is imposing on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
- f) The District's procedures and permissible bases for the complainant and respondent to appeal.

### Finality of Determination Regarding Responsibility

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Where a determination regarding responsibility for sexual harassment has been made against the respondent, remedies will be provided to a complainant and disciplinary sanctions may be imposed on a respondent. Remedies will be designed to restore or preserve equal access to the District's education program or activity. Remedies and disciplinary sanctions will be implemented in accordance with applicable laws and regulations, as well as any District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

The Title IX Coordinator is responsible for the effective implementation of any remedies and/or disciplinary sanctions. The Title IX Coordinator will work with other individuals as necessary to effectively implement remedies and/or disciplinary sanctions.

### SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

### **Appeals**

Either party may file an appeal from a determination regarding responsibility or from the District's dismissal of a formal complaint or any of its allegations. Appeals must be submitted in writing to the Title IX Coordinator within ten (10) school days of the written notice of the determination regarding responsibility or dismissal of the formal complaint or any of its allegations.

An appeal may only be based upon one or more of the following bases:

- a) Procedural irregularity that affected the outcome of the matter;
- b) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- c) The Title IX Coordinator, investigator, or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The bases on which a party is seeking an appeal should be specifically stated in the party's written appeal.

Upon receipt of an appeal, the District will:

- a) Notify the other party in writing that an appeal has been filed and implement appeal procedures equally for both parties;
- b) Ensure that any decision-maker for the appeal:
  - 1. Is not the same person as any decision-maker that reached the initial determination regarding responsibility or dismissal, investigator, or Title IX Coordinator;
  - 2. Does not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- c) Give all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome. Parties will have to submit these written statements within ten (10) school days after the parties have been notified of the appeal;
- d) Issue a written decision describing the result of the appeal and the rationale for the result; and

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### SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

e) Provide the written decision simultaneously to the Title IX Coordinator, the Superintendent, and all parties within ten (10) school days after receiving the parties written statements in support of, or challenging, the outcome.

### Prohibition of Retaliatory Behavior (Commonly Known as "Whistle-Blower" Protection)

The District prohibits retaliation against any individual for the purpose of interfering with his or her Title IX rights or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in an investigation, proceeding, or hearing under Title IX.

Charging an individual with *Code of Conduct* or other applicable violations that do not involve sex discrimination, including sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation. Charging an individual with a *Code of Conduct* or other applicable violation for making a materially false statement in bad faith during a grievance proceeding does not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

All complaints alleging retaliation will be handled in a manner consistent with the District's policies and procedures regarding the investigation of discrimination and harassment complaints, including Policy #3420 -- Non-Discrimination and Anti-Harassment in the District.

If the Title IX Coordinator is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another Title IX Coordinator, if the District has designated another individual to serve in that capacity. If the District has not designated another Title IX Coordinator, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the Title IX Coordinator.

#### Confidentiality

Except where disclosure may be permitted or required by law or regulation, the District will keep confidential the identity of any:

- a) Individual who has made a report or complaint of sex discrimination;
- b) Individual who has made a report or filed a formal complaint of sexual harassment;
- c) Complainant;
- d) Individual who has been reported to be the perpetrator of sex discrimination:

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### SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

- e) Respondent; and
- f) Witness.

### Training

The District will ensure that:

- a) All Title IX Coordinators, investigators, decision-makers, or persons who facilitate an informal resolution process receive training on:
  - 1. The definition of sexual harassment as defined in Title IX:
  - 2. The scope of the District's education program or activity;
  - 3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
  - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- b) All decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about a complainant's sexual predisposition or prior sexual behavior are not relevant.
- c) All investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
- d) All District employees receive training on mandatory reporting obligations and any other responsibilities that they may have relative to Title IX.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment. Training materials will be made publicly available on the District's website.

#### Notification

The District will notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District of this policy.

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### SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

Further, the District will prominently publish this policy and the contact information for the Title IX Coordinator(s) on its website and in other publications, including in each handbook or catalog that it makes available to the individuals and entities referenced above.

### Recordkeeping

For a period of seven years, the District will retain the following:

- a) Records of each sexual harassment investigation including any:
  - 1. Determination regarding responsibility;
  - 2. Audio or audiovisual recording or transcript required under law or regulation;
  - 3. Disciplinary sanctions imposed on the respondent; and
  - 4. Remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity.
- b) Any appeal and its result.
- c) Any informal resolution and its result.
- d) All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- e) For each response to sexual harassment where the District had actual knowledge of sexual harassment in its education program or activity against a person in the United States, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the District must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If a District does not provide a complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

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20 USC § 1092(f)(6)(A)(v) 20 USC § 1681, et. seq. 34 USC § 12291(a)(8, 10, and 30) 34 CFR Part 106 Education Law § 13 8 NYCRR § 100.2(kk)

NOTE: Refer also to Policies #3420 -- Non-Discrimination and Anti-Harassment in the District

#6121 -- Sexual Harassment in the Workplace

#7550 -- Dignity for All Students

District Code of Conduct

5140

Non-Instructional/Business Operations

#### SUBJECT: ADMINISTRATION OF THE BUDGET

The Superintendent, working in conjunction with the administrative staff, is responsible to the Board for the administration of the budget. This includes, but is not limited to:

- a) Acquainting District employees with the final provisions of the program budget and guiding them in planning to operate efficiently and economically within these provisions.
- b) Providing direction to the District in maintaining those records of accounting control as are required by the New York State Uniform System of Accounts for School Districts, the Board, and other procedures, as are deemed necessary.
- c) Keeping the various operational units informed through periodic reports as to the status of their individual budgets.

Unless otherwise provided by law, no claim against the District will be paid unless such claims have been audited and approved by the Claims Auditor.

#### **Budget Transfers**

Within monetary limits as established by the Board, the Superintendent is authorized to transfer funds between and within functional unit appropriations for teachers' salaries and ordinary contingent expenses. Whenever changes are made, they are to be incorporated in the next Board agenda for informational purposes only.

Education Law Sections 1604(35), 1709(20-a), 1711, 1718, 1724, 1950(4)(k), 2508, 2523-2526, and 2554(2-a) 8 NYCRR Sections 170.12(c) and 170.2(l)

Adoption Date

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Personnel

#### SUBJECT: LEAVES OF ABSENCE

In general, leaves of absence will be administered by the Superintendent. The Board reserves the right to grant leaves of absence for purposes or under conditions not contemplated or considered in the policy statement. Where a leave of absence is falsely requested or improperly used, the Board may undertake appropriate disciplinary action. The purpose or conditions of a leave of absence may not be altered except by permission of the Superintendent, as expressed in writing.

#### Leaves of Absence, Contractual, Et Al.

a) Employees who are members of a negotiating unit:

Authorization is granted to approve requests for leaves of absence submitted in accordance with provisions of contracts in effect between the District and each bargaining unit.

b) Employees who are not members of a negotiating unit:

Authorization is granted to approve requests for leaves of absence submitted by these employees where the requests are consistent with provisions of contracts in effect between the District and the bargaining unit most compatible with the employment status of the employee.

c) Employees who are under contract to the District:

Authorization is granted to implement provisions for leaves of absence contained in each contract.

#### Leaves of Absence, Unpaid, Not Covered Above

- a) Subject to limitations enumerated in this policy statement, authorization is granted for the following unpaid leaves of absence:
  - 1. For a period of time not to exceed one school year for approved graduate study, this leave to include any required internship experience.
  - 2. At the expiration of a paid sick leave of absence, this leave may be extended for a period of time not longer than the end of the school year after the school year in which the paid leave of absence began.
- b) Unpaid leaves of absence cannot be used to extend vacation periods, to take vacations, to engage in other occupations, or to provide additional personal leaves, except that the Superintendent will have discretion, where circumstances warrant, to approve leaves of absence for those purposes.
- c) Unpaid leaves of absence will not be granted unless the services of a substitute employee, satisfactory in the discretion of the Superintendent, can be secured.

#### SUBJECT: LEAVES OF ABSENCE (Cont'd.)

d) Except where it interferes with an employee's legal or contractual rights, the timing of unpaid leaves of absence will be granted at the convenience of the District.

#### Other Leaves of Absence

Other leaves of absence include, but are not limited to, the following:

a) Emergency Service Volunteer Leave

Upon presentation of a written request from the American Red Cross and with the approval of the Superintendent, employees certified by the American Red Cross as disaster volunteers will be granted leave from work with pay for up to 20 days in any calendar year to participate in specialized disaster relief operations. This leave will be provided without loss of seniority, compensation, sick leave, vacation leave, or other overtime compensation to which the volunteer is otherwise entitled.

b) Screenings for Cancer

Employees will be granted up to four hours of paid leave on an annual basis to undertake a screening for cancer. This leave will be excused leave and will not be charged against any other leave to which the employee is entitled.

c) Blood Donation

The District must either, at its option:

- 1. Grant three hours of unpaid leave of absence in any 12-month period to an employee who seeks to donate blood off-premises. The leave may not exceed three hours unless agreed to by the Superintendent or designee; or
- 2. Allow its employees without use of accumulated leave time to donate blood during work hours at least two times per year at a convenient time and place set by the Superintendent or designee, including allowing an employee to participate in a blood drive at the District.

Leave taken by employees at a District-designated donation alternative (such as a District-sponsored blood drive at the workplace) must be paid leave that is provided without requiring the employee to use accumulated vacation, personal, sick, or other leave time.

The District will not retaliate against an employee for requesting or obtaining a leave of absence under this section. Additional leaves for the purpose of blood donation under any other provision of law will not be prevented.

#### SUBJECT: LEAVES OF ABSENCE (Cont'd.)

#### d) Bone Marrow Donation

Employees seeking to undergo a medical procedure to donate bone marrow will be granted leaves to do so, the combined length of the leaves to be determined by the physician, but may not exceed 24 work hours unless agreed to by the Superintendent or designee. The District will require verification for the purpose and length of each leave requested by the employee for this purpose.

The District will not retaliate against an employee for requesting or obtaining a leave of absence under this section. Additional leaves for the purpose of bone marrow donation under any other provision of law will not be prevented.

#### e) Nursing Mothers (Breastfeeding/Lactation)

The District will provide reasonable unpaid break time or permit the use of paid break time or meal time to allow an employee to express breast milk for their nursing child each time the employee has reasonable need to express breast milk for up to three years following childbirth.

Upon employee request, the District will designate a room or other location to be used by the employee to express breast milk which will be in close proximity to the work area, well lit, shielded from view, and free from workplace or public intrusion. The location will, at a minimum, contain a chair, a working surface, nearby access to clean running water, and an electrical outlet. The location will not be a restroom or toilet stall. The District will provide access to refrigeration for the purposes of storing expressed milk.

If the sole purpose of the location is not dedicated for use by employees to express breast milk, the location will be made available to employees when needed and will not be used for any other purpose while in use. The District will provide notice to all employees as soon as practicable when the location has been designated for use by employees to express breast milk.

At the employee's option, the District will allow the employee to work before or after their normal shift to make up the amount of time used during the unpaid break time(s) so long as the additional time requested falls within the District's normal work hours.

The District will provide a written notification regarding the rights of nursing employees to express breast milk in the workplace to each employee upon hire, annually thereafter, and to employees returning to work following the birth of a child. This notice will be based on a written policy developed by the Commissioner of Labor and will at a minimum:

#### SUBJECT: LEAVES OF ABSENCE (Cont'd.)

- 1. Inform employees of their rights pursuant to law;
- 2. Specify how a request may be submitted to the District for a room or other location for use by an employee to express breast milk;
- 3. Require the District to respond to requests within a reasonable time frame that is not to exceed five business days.

The District will not discriminate or retaliate against an employee who chooses to express breast milk in the workplace.

#### f) Witnesses or Victims of Crimes

The District will grant an unpaid leave of absence to an employee, who is a victim of or a witness to a criminal offense, that is required or chooses to appear as a witness, consult with the district attorney, or exercise their rights as provided in the Criminal Procedure Law, the Family Court Act, and the Executive Law.

To use this leave, the employee must provide notice of the need for leave at any time prior to the actual day of leave. The District is permitted to ask the party who sought the attendance or testimony of the employee to provide verification of the employee's service. Employees will not be penalized or discharged for absences by reason of a required appearance as a witness in a criminal proceeding, or consultation with the district attorney, or exercising their rights as provided under the law.

#### g) Victims of Domestic Violence

Unless the absence would cause an undue hardship to the District, the District will provide reasonable accommodations to employees who are victims of domestic violence who must be absent from work for a reasonable time in accordance with law.

An employee availing themselves of this leave must provide the District with reasonable advance notice, unless providing this notice is not feasible. An employee unable to provide reasonable advance notice must, within a reasonable time after the absence, provide a certification to the District when requested.

To the extent allowed by law, the District will maintain the confidentiality of any information related to an employee's status as a victim of domestic violence.

#### SUBJECT: LEAVES OF ABSENCE (Cont'd.)

#### h) Military Leave

The District will comply with state and federal laws regarding military leave and reemployment.

#### i) Jury Duty

As provided by law, any employee who is summoned to serve as a juror and who notifies the District to that effect prior to their term of service will not, on account of absence by reason of jury service, be subject to discharge or penalty. The District will ensure that all absences for this purpose are granted in accordance with law and the terms of any applicable collective bargaining agreement.

#### j) Voting

Employees who are registered voters and have four consecutive hours either between the opening of the polls and the beginning of their working shift, or between the end of their working shift and the closing of the polls, will be deemed to have sufficient time to vote and will therefore not be eligible for paid leave to vote in any election.

Employees who are registered voters, and do not have sufficient time outside of their working hours to vote in any election, may without loss of pay for up to two hours, take so much time off as will, when added to their voting time outside of their working hours, enable them to vote. The employee will be allowed time off for voting only at the beginning or the end of their working shift, as the District may designate, unless otherwise mutually agreed.

Employees requiring working time off to vote must notify the District not more than ten or less than two working days before the day of the election.

The District must post a notice informing employees of their right to leave in order to vote not less than ten working days before an election and until polls close on election day. This notice will be conspicuously posted in a place where it can be seen by employees as they come and go to their place of work.

SUBJECT: LEAVES OF ABSENCE (Cont'd.)

29 USC Section 218d
Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 USC Sections 4301-4333
Civil Service Law Sections 71-73 and 159-b
Education Law Sections 1709(16), 2509(6), 2573(12), 3005, 3005-a and 3005-b
Election Law Section 3-110
Executive Law Section 296(22)
General Municipal Law Sections 92, 92-c, and 92-d
Judiciary Law Sections 519 and 521
Labor Law Sections 202-a, 202-i, 202-j, 202-l, and 206-c
Military Law Sections 242 and 243
Penal Law Section 215.14

Adoption Date

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Students

#### SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE

The District will comply with the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). Under its provisions, parents or guardians and noncustodial parent(s) whose rights are not limited by court order or formal agreement, of a student under 18, or a student who is 18 years of age or older, or who is attending an institution of post-secondary education, have a right to inspect and review any and all education records maintained by the District.

#### **Education Records**

The term "education records" is defined as all records, files, documents, and other materials containing information directly related to a student; and maintained by the education agency or institution, or by a person acting for that agency or institution. This includes all records regardless of medium, including, but not limited to, handwriting, videotape or audiotape, electronic or computer files, film, print, microfilm, and microfiche.

In addition, for students who attend a public school district, all records pertaining to services provided under the Individuals with Disabilities Education Act (IDEA) are considered "education records" under FERPA and they are subject to the confidentiality provisions of both Acts.

However, personal notes made by teachers or other staff are not considered education records if they are:

- a) Kept in the sole possession of the maker:
- Not accessible or revealed to any other person except a temporary substitute; and b)
- c) Used only as a memory aid.

Additionally, FERPA does not prohibit a school official from disclosing information about a student if the information is obtained through the school official's personal knowledge or observation and not from the student's education records.

Records created and maintained by a law enforcement unit for law enforcement purposes are also excluded.

#### Access to Student Records

Administrative regulations and procedures will be developed to comply with the provisions of federal law relating to the availability of student records. The purpose of these regulations and procedures is to make available to the parents or guardians of students and noncustodial parent(s) whose rights are not limited by court order or formal agreement, or students who are 18 years of age or older, or who are attending an institution of post-secondary education, student records, and files on students, and to ensure the confidentiality of these records with respect to third parties.

#### SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE (Cont'd.)

Under FERPA, unless otherwise exempted in accordance with law and regulation, the District may release personally identifiable information (PII) contained in student education records only if it has received a "signed and dated written consent" from a parent or eligible student. Signed and dated written consent may include a record and signature in electronic form provided that the signature:

- a) Identifies and authenticates a particular person as the source of the electronic consent; and
- b) Indicates the person's approval of the information contained in the electronic consent.

#### **Exceptions**

Without the consent of a parent or eligible student, the District may release a student's information or records when it is:

#### a) Directory Information and Limited Directory Information

"Directory information" is information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. "Limited Directory Information Disclosure" means that the District may limit disclosure of its designated directory information to specific parties, for specific purposes, or both. The intent is to allow schools the option to implement policies that allow for the disclosure of student information for uses such as yearbooks, honor roll lists, graduation programs, and playbills, but restrict disclosure for more potentially dangerous purposes. The District will limit disclosure of its designated directory information as otherwise specified in its public notice to parents of students in attendance and eligible students in attendance.

#### b) To School Officials who have a Legitimate Educational Interest

To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. An educational interest includes the behavior of a student and disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of the student, other students, or other members of the school community. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

#### c) To Another Educational Institution

The District may disclose any and all educational records, including disciplinary records and records that were created as a result of a student receiving special education services under Part B of IDEA, to another school or post-secondary institution at which the student seeks or intends to enroll, or after the student has enrolled or transferred, so long as the disclosure

#### SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE (Cont'd.)

is for purposes related to the student's enrollment or transfer. Parental consent is not required for transferring education records if the school's annual FERPA notification indicates that these disclosures may be made. In the absence of information about disclosures in the annual FERPA notification, school officials must make a reasonable attempt to notify the parent about the disclosure, unless the parent initiated the disclosure. Additionally, upon request, the District will provide a copy of the information disclosed and an opportunity for a hearing.

#### d) For Health and Safety Emergency Reasons

The District must balance the need to protect students' PII with the need to address issues of school safety and emergency preparedness. Under FERPA, if an educational agency or institution determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records, without consent, to any person whose knowledge of the information is necessary to protect the health and safety of the student or other individuals during the period of the health or safety emergency. The District may release information from records to appropriate parties including, but not limited to, parents, law enforcement officials, and medical personnel. The District's determination that there is an articulable and significant threat to the health or safety of a student or other individuals will be based upon a totality of the circumstances, including the information available, at the time the determination is made. The District must record the articulable and significant threat that formed the basis for the disclosure and maintain this record for as long as the student's education records are maintained.

#### e) <u>To Juvenile Justice Systems</u>

Information may be disclosed to state and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a state statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released. In these cases, the official or authority must certify in writing that the information will not be disclosed to any other party except as provided under law without prior written consent.

#### f) To Foster Care Agencies

The District may release records to an agency caseworker or other representative of a state or local child welfare agency, who has the right to access a student's case plan, when the agency or organization is legally responsible, for the care and protection of the student. This does not give a child welfare agency the right to look into any non-foster care student's records, without parental consent, when there has been a mere allegation of abuse or maltreatment, absent an order or subpoena.

#### SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE (Cont'd.)

#### g) Pursuant to a Subpoena or Court Order

When the District receives a subpoena or court order for the release of records, it will make a reasonable effort to notify the parent or guardian or eligible student of the order or subpoena in advance of compliance. This allows the parent or guardian or eligible student to seek protective action against the subpoena or order before the release of the records.

The District may disclose a student's records without first notifying parents or guardians or eligible students if the disclosure is:

- 1. Based on a subpoena in which the court orders, for good cause shown, not to reveal to any person the existence or contents of the subpoena or any information furnished pursuant to the subpoena;
- 2. In accordance with a judicial order in cases where the parents are a party to a court proceeding involving child abuse or maltreatment or dependency matters, and the order is issued in the context of that proceeding; or
- 3. Made to a court (with or without an order or subpoena) when the District is involved in a legal action against a parent or student and the records are relevant to the matter.

#### h) For Financial Aid Purposes

Pertinent information may be released in connection with the determination of eligibility, amount, conditions, and enforcement of terms of a student's financial aid.

#### i) To Accrediting Organizations

Disclosure of a student's records may be made to an organization in which that student seeks accreditation, in order to carry out their accrediting function.

#### j) To Parents of a Dependent Student

Even when a student turns 18 years of age or older the District may disclose education records to that student's parents, without the student's consent, if the student is claimed as a dependent for federal income tax purposes by either parent.

#### k) For Audit/Evaluation Purposes

The audit or evaluation exception allows for the disclosure of PII from education records without consent to authorized representatives of the Comptroller General of the U.S., the Attorney General, the Secretary of Education, federal, state, or local educational authorities.

#### SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE (Cont'd.)

Under this exception, PII from education records must be used to audit or evaluate a federal or state supported education program, or to enforce or comply with federal legal requirements that relate to those education programs.

The District may occasionally disclose PII from education records without consent to authorized representatives of the entities listed above. The District may also designate its own authorized representative who may access PII without consent in connection with an audit or evaluation of an education program within the District. As an example, the District might designate a university as its authorized representative in order to disclose, without consent, PII from education records on its former students to the university. The university could then disclose, without consent, transcript data on those former students attending the university to allow the District to evaluate how effectively the District prepared its students for success in post-secondary education.

#### 1) <u>For Conducting Studies</u>

This exception allows for the disclosure of PII from education records without consent to organizations conducting studies for, or on behalf of, schools, school districts, or post-secondary institutions. Studies can be for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction.

The District may disclose PII from education records without consent to these organizations conducting studies for the District, in accordance with its obligations under FERPA.

In addition, other entities outside of the District may occasionally disclose PII from education records that the District has previously shared with that entity, to organizations conducting studies on behalf of the District. For example, a State Education Agency (SEA) may disclose PII from education records provided by the District without consent to an organization for the purpose of conducting a study that compares program outcomes across school districts to further assess the effectiveness of these programs with the goal of providing the best instruction.

### Required Agreements for the Studies or Audit/Evaluation Exceptions (see items k and l)

To the extent required by law, the District will enter into a written agreement with organizations conducting studies for the District, or, with its designated authorized representatives in connection with audits or evaluations of education programs within the District. In the event that the District discloses PII from education records to its own designated authorized representative in connection with an audit or evaluation of an educational program within the District, it will use reasonable methods to ensure to the greatest extent practicable that its designated authorized representative complies with FERPA and its regulations.

#### SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE (Cont'd.)

#### **Challenge to Student Records**

Parents or guardians of a student under the age of 18, or a student who is 18 years of age or older or who is attending an institution of post-secondary education, will have an opportunity for a hearing to challenge the content of the school records and to ensure that the records are not inaccurate, misleading, or otherwise in violation of the privacy of students, and to provide an opportunity for the correction or deletion of any inaccurate, misleading, or otherwise inappropriate data.

#### Release of Information to the Noncustodial Parent

The District may presume that the noncustodial parent has the authority to request information concerning his or her child and release this information upon request. If the custodial parent wishes to limit the noncustodial parent's access to the records, it is his or her responsibility to obtain and present to the school a legally binding instrument that prevents the release of information related to the child.

Family Educational Rights and Privacy Act of 1974, 20 USC § 1232g 34 CFR Part 99 Education Law § 2-d

NOTE: Refer also to Policies #5676 -- <u>Privacy and Security for Student Data and Teacher and</u>
Principal Data

#7241 -- Student Directory Information

#7242 -- Military Recruiters and Institutions of Higher Education

#7643 -- Transfer Students with Disabilities

| RATES OF PAY  Tax Collector - Jerome Flanagan  % of Increase  | <b>2018-19</b><br>\$3,824/year<br>3 | <b>2019-20</b><br>\$3,939/year | <b>2020-21</b><br>\$4,057/year | <b>2021-22</b><br>\$4,179/year                                    | <b>2022-23</b><br>\$4,304/year<br>3 | <b>2023-24</b><br>\$4,433/year<br>3   |
|---|-------------------------------------|--------------------------------|--------------------------------|---|-------------------------------------|---------------------------------------|
| Claims Auditor - Lynn Zaidan<br>% of Increase   |                                     |                                |                                |   | \$500/year                          | \$515/year<br>3                       |
| BOE Clerk - Elizabeth Hosley<br>% of Increase   | \$2,217/year<br>3                   | \$2,284/year<br>3              | \$2,353/year<br>3              | \$2,424/year<br>3   | \$2,497/year<br>3                   | \$2,572/year<br>3                     |
| Bus Driver Part Time - Charles Farr<br>% of Increase  | \$16.67/hour<br>3                   | \$17.17/hour<br>3              | \$17.69/hour<br>3              | \$18.22/hour<br>3   | \$18.77/hour<br>3                   | \$18.77/hour \$22.50/hour*<br>3 19.85 |
| Bus Driver/Custodian Substitute - Anthony Clark/Jerome Flanagan/David Snide<br>% of Increase  | d Snide                             | \$17.17/hour                   | \$17.69/hour<br>3              | \$17.69/hour \$18.22/hour \$18.77/hour \$22.50/hour*<br>3 3 19.85 | \$18.77/hour<br>3                   | \$22.50/hour*<br>19.85                |
| Certified Teacher/Certified Nurse Substitute<br>(increased 1/1/24)  | \$100/day                           | \$100/day                      | \$110/day                      | \$115/day   | \$120/day                           | \$125/day                             |
| Certified Long Term Substitute, not certified in the area they are teaching, retroactive after working 20 consecutive instructional days in the same position | \$130/day                           | \$130/day                      | \$140/day                      | \$140/day   | \$140/day                           | \$145/day                             |
| Uncertified Teacher/Uncertified Nurse Substitute<br>(increased 1/1/24)  | \$80/day                            | \$85/day                       | \$95/day                       | \$100/day   | \$105/day                           | \$110/day                             |
| Cleaner/Food Service Worker/Office Worker Substitute<br>(increased 1/1/24)  | \$11.10/hour                        | \$11.80/hour                   | \$12.50/hour                   | \$13.20/hour  | \$14.20/hour                        | \$15.00/hour                          |
| Fitness Center Attendant<br>(increased 1/1/24)  | \$11.10/hour                        | \$11.80/hour                   | \$12.50/hour                   | \$13.20/hour  | \$14.20/hour                        | \$15.00/hour                          |
| ASP Assistant<br>(increased 1/1/24)   | 11.10/hour                          | \$11.80/hour                   | \$12.50/hour                   | \$13.20/hour \$14.20/hour \$15.00/hour                            | \$14.20/hour                        | \$15.00/hour                          |

<sup>\*</sup>substitute bus driver hourly rate was increased to \$22.50 after BOE approval on September 12, 2023. New rate started September 25, 2023

20 School Lane P.O. Box 217 Long Lake. New York 12847

P (518) 624-2221 F (518) 624-3896 W www.longlakecsd.org



Superintendent/Principal

District Treasurer Elizabeth Hosley

David Snide

TO: Board of Education Members

FROM: Liz Hosley

RE: Energy Consortium Renewal

DATE: November 6, 2023

I would like to recommend that the Board approve the attached Resolution and Billing Agreement renewing our participation in the NY School & Municipal Energy Consortium (NYSMEC) for Electricity at the November 14, 2023 board meeting.

It is a requirement that school districts bid their electricity supplier. The cost to participate in the NYSMEC program is currently \$731 per year and is BOCES aidable. There are approximately 180 school districts and municipalities that participate in this program. We originally joined this consortium in 2015 and the three-year renewal agreement will begin May 1, 2024.

I have attached the board resolution and agreements. Documents need to be returned to NYSMEC by December 15, 2023 to continue our participation.

Please let me know if you would like further information on this program.

Board of Education -



November 3, 2023

To All NYSMEC Participants,

The NYSMEC team is pleased to share that we are in the process of completing natural gas and electricity bids to secure optimal pricing for participants. On April 30, 2024, current NYSMEC contracts for both natural gas and electricity expire. In the next few months, the bid will be provided to Energy Service Companies (ESCo's), and NYSMEC will receive bids for our next contract period beginning May 1, 2024.

In an effort to obtain the best possible prices, we are following our established practice of confirming your continued participation in the program. We are again asking all participants to have their board confirm participation in the program by resolution. The resolution authorizes NYSMEC to conduct the cooperative public bid process and to award binding purchase contracts to the lowest responsible vendor, as long as the bid price does not exceed the amount stated in the resolutions. NYSMEC is able to secure better pricing from the ESCo's when we have firm commitments from our participants prior to completion of the bid process. The "not to exceed" price per kWh or therm amount reflected in each attached resolution are by design conservative calculations on the part of our consultant. As has happened in the past, we expect that bid pricing received will be less than the "not to exceed" amount.

Attached you will find the following documents:

- "Electricity Cooperative Energy Purchasing Service Billing Schedule And Agreement (Joinder)"
- "Resolution Authorizing Participation In Cooperative Energy Purchasing Service (NYSMEC) For Electricity"
- "Natural Gas Cooperative Energy Purchasing Service Billing Schedule And Agreement (Joinder)"
- "Resolution Authorizing Participation In Cooperative Energy Purchasing Service (NYSMEC) For Natural Gas"

Our consultant has run some pricing scenarios based on the following criteria:

- Current market conditions and future market predictions
- Recent news indicating increasing price volatility in the Northeast during the bid period
- Weather and increased electricity production from natural gas and local natural gas transportation constraints
- Various Contract Terms (1, 2, and 3 years)
- Service Classifications
- Zone areas (for electric)
- Balancing Options (for natural gas)

Because the bids will not be opened and awarded until late March, we have put in the resolution documents a "not to exceed" price per kWh for electric and per therm for natural gas. These "not to exceed" prices are a result of the consultant's findings based on the factors

listed above. The actual prices will be determined by the market at the time of bid opening. While we expect pricing to come in lower than the "not to exceed" price, this is the absolute cap you are allowing us to award on either bid, and for a term not to exceed 3 years.

The price listed on each resolution is the highest price authorized in the most expensive electric zone (\$0.0845 per kWh) and in the most expensive balancing option for natural gas (\$.0656 per therm). For reference, below is the consultant's determination of the anticipated cap for each electricity zone.

| ZONE | Cap/kWh  |
|------|----------|
| В    | \$0.0605 |
| С    | \$0.0648 |
| D    | \$0.0659 |
| E    | \$0.0649 |
| F    | \$0.0819 |
| Н    | \$0.0845 |

As you will see, the electricity cap listed in the enclosed Board Resolution uses the highest Zone "H" cap determined by our consultant (i.e. \$0.0845) out of an abundance of caution to ensure participants in all Zones can award the contract on bid day.

Please note that these figures are for the commodity only and do not include the utility "transportation" charges.

We will need all signed documents returned to us no later than 12:00 noon on Friday, December 15, 2023. If your intent is to discontinue your participation in the program, I will need a letter in writing stating that intention, effective April 30, 2024, as soon as possible, but no later than 12:00 noon on Friday, December 15, 2023.

Should you have any questions, you can contact me by email at <a href="mailto:lrussell@OCMBOCES.org">lrussell@OCMBOCES.org</a> or Judy DeGarie at <a href="mailto:jdegarie@ocmboces.org">jdegarie@ocmboces.org</a>.

Sincerely,

Lyndà Russell OCM BOCES

Manager of Central Services

Main Campus - Administration Building

Myrda a. Ruyell

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

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

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

WHEREAS, Long Lake Central School District (hereinafter sometimes referred to as "Participant") is a "municipal corporation" as defined above; and

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

NOW THEREFORE, BE IT RESOLVED, that this Board hereby determines that it is in the interests of the Long Lake Central School District to participate in the NYSMEC, and authorizes and directs Elizabeth Hosley, District Treasurer to sign the Agreement/and or the Billing Schedule and Agreement for electricity on its behalf; and

BE IT FURTHER RESOLVED, that this Board authorizes the Administrative Participant (as defined in the Agreement) to prepare, advertise, disseminate and open bids pursuant to the General Municipal Law and to award, execute and deliver binding contracts on behalf of this Board for the purchase of electricity delivered to the delivery point of the local utility distribution company for the Participant's facility or facilities, on a firm basis, for this Participant to the lowest responsible bidder as is determined by the Administrative Participant at a price for such commodity electricity not to exceed \$.0845 cents per kWh for a term of at least one year and no more than three years commencing May 1, 2024, and other terms and conditions, all as may be determined by the Administrative Participant, or to reject any or all such bids; and

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

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

This Resolution shall take effect immediately.

| therein at a duly convened meeti | on was duly adopted by the governing being thereof, held upon due notice and including but not limited to the Open Meet | n accordance with all applicable laws |
|----------------------------------|---|---------------------------------------|
| Date of Meeting:                 |   |                                       |
| Vote: Yes No                     | Abstaining/Absent   |                                       |
| Clerk of governing body          | Date  | SEAL                                  |

#### ELECTRICITY COOPERATIVE ENERGY PURCHASING SERVICE

#### BILLING SCHEDULE AND AGREEMENT (JOINDER)

#### Participation Period

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

#### Billing Period - Electricity Consumption

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

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

#### Billing Period - Energy Services Coordination

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

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

#### Reconciliation

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

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

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

#### Payments for Electricity Consumption and Installment Billing

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

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

#### **Termination**

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

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

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

| Signature of Authorized Representative      | Date                                       |
|---|--|
| Representative's Name:                      | -  |
| Name of the School District or Municipality | Address of School District or Municipality |
|   |  |
|   |  |

#### LONG LAKE CENTRAL SCHOOL DISTRICT

# RESOLUTION FOR PUBLIC HEARING VIRTUAL PARTICIPATION OF BOARD OF EDUCATION MEMBERS November 14, 2023

# <u>AUTHORIZATION AND PROCEDURES FOR BOARD MEMBERS WHO WISH TO PARTICIPATE VIRTUALLY (previous allowance for virtual participation in the Open Meetings Law)</u>

If all Board members are scheduled to be physically present at the designated site of the Board meeting, there will be no video conferencing (virtual) option for the meeting.

If a member is unable to be physically present at one of the designated public meeting locations and wishes to participate by video conferencing from a private location the member must notify BOARD CLERK no later than four business days prior to the scheduled meeting in order for proper notice to the public to be given.

The DISTRICT will post the physical address of the location where Board Member(s) will be present for the meeting. Individuals who wish to observe the meeting may attend the meeting at any and all posted locations. Members attending virtually must, except during executive session, must be "heard, seen and identified, while the meeting is being conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon.

# AUTHORIZATION FOR LONG LAKE CENTRAL SCHOOL DISTRICT TO CONDUCT VIRTUAL MEETINGS PURSUANT TO CHAPTER 56 OF THE LAWS OF 2022

WHEREAS, by passing Chapter 56 of the Laws of 2022 ("Chapter 56"), the New York State Legislature amended Section 103 of the Open Meetings Law; and

WHEREAS, Chapter 56 adds Section 103-a of the Open Meetings Law, permitting the DISTRICT to authorize its members to attend meetings by video conferencing under extraordinary circumstances; and

**WHEREAS**, Section 103-a(2) allows for hybrid meetings by requiring "that a minimum number of members are present to fulfill the public body's quorum requirement in the same physical location or locations where the public can attend"; and

WHEREAS, Section 103-a(2)(c) requires that members be physically present at any such meeting "unless such member is unable to be physically present at any such meeting location due to extraordinary circumstances, including but not limited to a disability, illness, caregiving responsibilities, or any other significant or unexpected factor or event which precludes the member's physical attendance at such meeting"; and

WHEREAS, in accordance with Section 103-a(2)(d), any members attending by videoconference must, except during executive session, be "heard, seen and identified, while the meeting is being conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon"; and

**WHEREAS**, Section 103-a(2)(g) requires that any meeting where a member attends by videoconference be recorded, posted to the DISTRICT webpage within four business days, and transcribed upon request; and

**WHEREAS**, Section 103-a(2)(h) requires that members of the public be permitted to attend and participate, if authorized, in any meeting by videoconference when a member attends by videoconference.

**BE IT RESOLVED,** that the Long Lake Central School District authorizes its members who experience an extraordinary circumstance, as described above and further defined by any rules or written procedures later adopted, to attend meetings by videoconference: (i) as long as a quorum of the members attend in-person at one or more locations open to the public; (ii) as long as the member can be seen, heard, and identified while the open portion of the meeting is being conducted; and (iii) as otherwise permitted under Chapter 56 of the Laws of 2022.

## PROCEDURES FOR THE LONG LAKE CSD TO CONDUCT VIRTUAL MEETINGS PURSUANT TO CHAPTER 56 OF THE LAWS OF 2022

In compliance with Public Officers Law (POL) § 103-a(2)(a), the DISTRICT following a public hearing, authorized by resolution on June 8, 2022, the use of video conferencing as described in POL § 103-a.

The following procedures are hereby established to satisfy the requirement of POL § 103-a(2)(b) that any public body which in its discretion wishes to permit its members to participate in meetings by video conferencing from private locations – under extraordinary circumstances – must establish written procedures governing members and public attendance.

For purposes of these procedures, the term "extraordinary circumstances" includes disability, illness, caregiving responsibilities, or any other significant or unexpected factor or event which precludes the member's physical attendance at such a meeting.

If a member is unable to be physically present at one of the designated public meeting locations and wishes to participate by video conferencing from a private location due to extraordinary circumstances, the member must notify BOARD CLERK no later than four business days prior to the scheduled meeting in order for proper notice to the public to be given.

If there is a quorum of members participating at a physical location(s) open to the public, the DISTRICT may properly convene a meeting. A member who is participating from a remote location that is not open to in-person physical attendance by the public shall not count toward a quorum of the DISTRICT but may participate and vote if there is a quorum of members at a physical location(s) open to the public.

Except in the case of executive sessions conducted pursuant to POL § 105, the DISTRICT shall ensure that its members can be heard, seen, and identified while the meeting is being conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon. This shall include the use of first and last name placards physically placed in front of the members or, for members participating by video conferencing from private locations due to extraordinary circumstances, such members must ensure that their full first and last name appears on their video conferencing screen.

The minutes of the meetings involving video conferencing based on extraordinary circumstances pursuant to POL § 103-a shall include which, if any, members participated by video conferencing from a private location due to such extraordinary circumstances.

The DISTRICT website shall inform the public: (i) that extraordinary circumstances video conferencing will (or may) be used, (ii) where the public can view and/or participate in such meeting, (iii) where required documents and records will be posted or available, and (iv) the physical location(s) for the meeting where the public can attend.

VIP

#### REORGANIZATIONAL MEETING JULY 18, 2023

Call to order by current Board Clerk.

Pledge of Allegiance.

Clerk will have new BOE member take and sign oath of office.

Clerk will request nominations for the position of board president (does not need a second). When the new president has been elected, the president-elect will request nominations for the position of board vice-president.

Following election of officers, the Clerk will have board president and board vice-president sign oath of office forms. (Clerk will have Superintendent, District Treasurer, Deputy Treasurer, Tax Collector, and Deputy Tax Collector sign Oath of Office forms as needed following business day.) Clerk will have board members sign conflict of interest forms. (Clerk will have Superintendent, District Treasurer and Deputy District Treasurer sign conflict of interest forms the following day).

#### **BOE APPROVAL #1:**

Chief Fiscal Officer

District Clerk

District Treasurer

Deputy District Treasurer

Tax Collector

Deputy Tax Collector

Claims Auditor

BOE President

Elizabeth Hosley

Elizabeth Hosley

Elizabeth Hosley

Lynn Zaidan

School Physician/Medical Director/

Director of School Health Services Dr. Russell Rider School Attorney Girvin & Ferlazzo

External Auditor Raymond G. Preusser, CPA, P.C.

Chief Information Officer David Snide
Alternate Chief Information Officer David Snide
Chief Emergency Officer David Snide

Central Treasurer-Extra Classroom

Activity Accounts

Supervisor of Attendance
Asbestos (LEA) Designee

Purchasing Agent
Records Management Officer
Records Access Officer

Julie Puterko
Michelle Billings
Eric Hample
David Snide
David Snide
Lynn Zaidan

Civil Rights Compliance Officers

(#6121) David Snide
Dignity Act Coordinator Michelle Billings

Chemical Hygiene Officers Nicole Curtin & Eric Hample

Liaison for Homeless Children & Youth David Snide Designated Education Official David Snide Reviewer of Public Works Contractors Payroll Records Elizabeth Hosley Delegation for Sale of School Property (#5250) David Snide Official Bank Depository Community Bank, N.A., NYClass Integrated Pest Management Coordinator Eric Hample Regular Board Meetings 2<sup>nd</sup> Tuesday of each month, unless otherwise noted Official Newspaper Hamilton County Express Payroll Certifications David Snide Conferences & Workshop Attendance Approvals David Snide Petty Cash Fund \$100.00 **Check Signatures** Julie Puterko Lynn Zaidan David Snide (Extra-Classroom Acct. only) **Budget Transfers** BOE approval for over \$5,000 Mileage Rate \$.655/mile Authorization of Investments Elizabeth Hosley Tuition Non-Resident \$1,000/family for 1st child, \$300 each additional child Non-Resident Employee - \$100 for 1st child, \$50 each additional child PreK-50% of above rates Official Undertakings (Bonds) Tax Collector - \$1,000,000

Tax Collector - \$1,000,000 Treasurer - \$1,000,000 Claims Auditor - \$1,000,000 Business Manager - \$1,000,000 All Other Employees - \$100,000

BOE Sick Bank Committee Member

Credit Cards & Limits

Trisha Hosley

Community Bank (First National of Omaha)

\$10,500

Designated No Smoking Zone Officials (#5640)

Eric Hample David Snide David Snide

Data Protection Officer Audit Committee (#1330)

Board of Education

APPR Lead Evaluator Child Nutrition Program:

David Snide

Reviewing Official

Elizabeth Hosley

Hearing Official
Verification Official
Grants in Aid (Federal &
State) Applications
Superintendent Conference

David Snide Elizabeth Hosley

David Snide

Approval NYSCOSS Conferences

Rural Schools Association Conferences

NYSSBA Conferences BOCES Conferences

NE Council of School Superintendents

Conferences

BOE Members Approved Conferences

Fiscal Oversight Fundamental, Essentials of School Board Governance and New School Board Member Academy Workshops

NYSSBA Conferences

Rural Schools Association Conferences

**BOCES Conferences** 

Maximum # of Foreign Exchange Students Enrolled (#7133/7134)

Foreign Exchange Tuition

(#7133/7134)

Foreign Exchange Agencies

(#7133/7134)

Four

\$9,000 Split 50/50 with Host Family

AFS, International Fellowship, Youth for Understanding, Exchange Service International, Educatius, Svetlana

Ovcharenko, EduAbroad

Reestablish Tax Certiorari Reserve Fund

\$10,000 plus interest

#### **BOE APPROVAL #2:**

#### Committee Designations:

Committee on Special Education - Mandated Members

Parents of the Student

Student, if appropriate

General Education Teacher

Special Education Teacher/Provider – Jaime Bailey-Warren

School Psychologist – Contract with Schroon Lake CSD

CSE Chairperson – Joshua Tremblay

School Physician - Dr. Russell Rider\*\*

Additional Parent Member\*\*

#### Subcommittee on Special Education - Mandated Members

Parents of the Student

Student, if appropriate

General Education Teacher

Special Education Teacher/Provider - Jaime Bailey-Warren

CSE Chairperson – Joshua Tremblay

School Physician - Dr. Russell Rider\*\*

Additional Parent Member\*\*

#### Committee on Pre-School Special Education - Mandated Members

Parents of the Student

Special Education Teacher/Provider - Jaime Bailey-Warren

CPSE Chairperson - Contract with Schroon Lake CSD

Additional Parent Member\*\*

Representative from Municipality

\*\* Mandated if request is made 72 hours prior to CSE meeting.

#### Approved Institutions for Pre-School Special Education Programs

UCP of Utica, Utica

Adirondack ARC, Tupper Lake

Advanced Therapy, Albany

Prospect Center, Queensbury

Children's Development Group, Keeseville

Kelberman Center, Utica

#### **BOE APPROVAL #3**

Adoption of all Long Lake Central School District Board of Education Policies.



# Request for Disposal of School Property

Please fill out all annlicable b

|         | i icase iiii out ali applicaole  | r icase intour an appucable boxes and submit this form to the Superintendent. You will be notified if the Board of Education approves. | ducation approves.   |
|---------|--|--|--|
| Vame (  | Name of Requestor: Tara Okalleland   | Palleland Date of Request: 11623   |  |
| reque   | st permission to dispose of th   | request permission to dispose of the following piece(s) of school-owned materials and/or equipment:                                    |  |
| Qty     | Inventory ID # or ISBN   | Description (Include Manufacturer, Model / Make, Color, Style, Etc.)   | Reason   |
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| ʻuperii | uperintendent Approval:  | Date of Approval: 11/6/23  |  |
| ate of  | ate of Board of Education Approval:  | oval:  |  |

Copy: Originator, Superintendent, District Treasurer

#### LONG LAKE CENTRAL SCHOOL DISTRICT ANNUAL SCHEDULE OF RESERVE FUNDS PER POLICY #5511, RESERVE FUNDS Prepared by E. Hosley, October, 25 2023

#### RETIREMENT CONTRIBUTION RESERVE FUND - ACCT. #A827

- Current Value \$80,000 established and funded by BOE Resolution May 11, 2010
- Purpose is to fund employer retirement contributions payable to NYS Employees
   Retirement System, not Teachers Retirement System
- Does not require separate bank account, therefore no individual interest earned
- Originally funded with \$100,000 approved by BOE 5/11/10. Withdrew \$25,000 for December 2011 ERS payment approved by BOE 12/8/11. Refunded back to reserve fund per BOE approval 8/16/12; Withdrew \$25,000 for December 2013 ERS payment approved by BOE 11/14/13. Withdrew \$25,000 for December 2014 ERS payment approved by BOE 11/13/14. Funded additional \$30,000 from unobligated fund balance approved by BOE 6/11/15
- Projected Needs 2023-2024 school year budget includes \$45,000 withdrawal from this fund. Future budgets may not reflect usage of this fund
- BOE approval required to use this reserve fund

#### INSURANCE RESERVE FUND - ACCT. #A863

- Current Value \$-0-, originally established and funded by BOE Resolution May 13, 2003
- All funds in this reserve (\$20,000), transferred to the newly established Employee Benefit Accrued Liability Reserve Fund per BOE Resolution January 14, 2019.

#### TAX CERTIORARI RESERVE FUND - ACCT. #A864

- Current Value \$10,470.18 including interest as of 8/31/23 originally funded July 1, 2003 at \$35,000, re-established to full value of \$35,000 by BOE Resolution August 16, 2012; re-established again May 10, 2016; Transferred \$23,813.70 to the General Fund by BOE Resolution December 9, 2021. Auditor recommends BOE re-establish this Reserve Fund Annually
- Purpose is to pay judgments & claims in tax certiorari proceedings
- Interest earned from September 1, 2022 to August 31, 2023 \$427.77
- Money held in NYClass account, variable interest rate of 5.2183%
- Withdrew \$2,289.35 to pay claims in the 2012-2013 school year
- Projected Needs There is one pending tax certiorari case which could result in \$5,049.53 repayment of school taxes
- BOE approval required to use this reserve fund

#### EMPLOYEE BENEFIT ACCRUED LIABILITY RESERVE FUND - ACCT. #A867

- Current Value \$2,325 Established and funded by BOE Resolution January 14, 2019
- Purpose it to pay accrued benefits for vacation, sick and personal leave due employees upon termination, per contract
- Does not require separate bank account, therefore no individual interest earned
- Originally funded with \$20,000 transferred from dissolved Insurance Reserve per BOE Resolution 1/14/19; Funded \$20,000 BOE Resolution 6/13/19; Funded \$15,000 BOE Resolution 7/9/20 effective 6/30/20
- Withdrawal \$7,050 on 7/3/19, \$14,850 on 6/25/20, \$9,234.00 on 7/7/22, \$10,000 on 7/6/2023, and \$11,541 On 7/6/23 to pay retirement and termination leave benefits
- Projected Needs \$18,150 through 2024-25 school year

#### CAPITAL RESERVE FUND - ACCT. #A878A

- Current Value \$41,115.89 including interest as of 8/31/23, not to exceed \$1,000,000, maximum term of 10 years Established with voter approval May 16, 2006; Received approval from NYS Education Dept. June 27, 2007 and approval from NYS Comptroller July 19, 2007; Funded \$300,000 BOE Resolution June 7, 2006, Funded \$200,000 BOE Resolution May 8, 2007, Funded \$150,000 BOE Resolution April 17, 2008, Funded \$150,000 BOE Resolution May 13, 2008. Reestablished with voter approval May 17, 2016 for again maximum of 10 years not to exceed \$1,000,000. Received approval from NYS Education Department April 10, 2017 and approval from NYS Comptroller April 12, 2017
- Withdrawal per proposition vote 5/17/11 for Emergency Upgrades of \$130,000;
   Withdrawal \$615,000 per proposition vote 9/16/14 for Windows and Electrical upgrades. Balance of \$242,550.68 remaining from window and electric upgrades deposited back into this Reserve Fund April 19, 2016; Withdrawal of \$300,000 per proposition vote 5/21/19 for various reconstruction projects
- Purpose is to help finance any very large capital project needed at the school
- Interest earned in the separate bank account from September 1, 2022 August 31, 2023 \$1,680.02
- Money held in NYClass account, variable interest rate of 5.2183%
- Projected needs Follow 5 Year Plan

#### BUS PURCHASE RESERVE FUND - ACCT. #878B

- Current Value \$58,881.62, not to exceed \$300,000, maximum term of 10 years Established with voter approval May 16, 2006; Received approval from NYS Education Dept. June 27, 2007 and approval from NYS Comptroller July 29, 2007; Funded \$200,000 BOE Resolution June 7, 2006, Funded \$100,000 BOE Resolution April 19, 2007. Reestablished with voter approval May 17, 2016 for again maximum of 10 years not to exceed \$300,000. Funded \$100,000 BOE Resolution June 19, 2016. Received approval from NYS Education Dept. April 10, 2017 and approval from NYS Comptroller April 12, 2017. Funded \$25,000 BOE Resolution March 8, 2018. Funded \$75,000 BOE Resolution June 13, 2019. Funded \$35,000 BOE Resolution dated 7/9/20 effective 6/30/20.
- Withdrew \$87,143.70 to purchase Bus 26, approved by voters May 19, 2009; withdrew \$64,827.00 to purchase Bus 27, approved by voters May 17, 2011; withdrew \$62,603.83

to purchase Bus 28, approved by the voters May 21, 2013. Withdrew \$110,517.84 to purchase Bus 29 approved by the voters May 16, 2017. Withdrew \$112,375.72 to purchase Bus 30 approved by the voters May 15, 2018. Withdrew \$57,932.50 to purchase Bus 31 approved by the voters June 9, 2020. Approved by voters May 16, 2023, a withdrawal of \$57,068.19 for the next bus purchase, which will be withdrawn upon delivery of the ordered bus expected in May 2024

- Purpose is to help finance bus purchases
- Interest earned in the separate bank account from September 1, 2022 August 31, 2023 \$2,405.81
- Money held in NYClass account, variable interest rate of 5.2183%
- Projected needs –Bus Replacement Plan will be updated for the Board during budget season.

#### REPAIR RESERVE FUND - ACCT. #A882

- Current Value \$14,516.47, Established and funded with voter approval May 16, 2006
- Withdrew \$40,000 on 10/17/2022 for emergency fuel tank replacement after public hearing on October 13, 2022
- Purpose is to pay the cost of <u>emergency</u> repairs to capital improvements and equipment
- Interest earned in the separate bank account September 1, 2022 August 31, 2023 \$717.32
- Money held in NYClass account, variable interest rate of 5.2183%
- Projected Needs Unknown emergency repairs

# Professional Learning Plan (PLP)

for

# Long Lake Central School District



2023-2024 Developed June 2023

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## LLCSD Professional Learning Needs

The Professional Development Committee will conduct a needs analysis yearly, within the first quarter of the school year. A survey will be drafted and sent to all faculty members to gain information about what PD topics are in greatest demand, what needs and challenges are being experienced in the classroom, and how impactful PD opportunities over the past year have been. Additional sources of information about PD needs will include qualitative information about student concerns and areas of need gained from team meetings, and reaching out to the School Culture Committee, Technology Committee, Shared Decision Making Committee, and the school administrator.

## **Culturally Responsive Practices**

Given the unique geographical setting and very small size of the district and surrounding town, there is a common perception that students experience a nurturing environment that can be nonetheless isolated from other communities and opportunities.

Based on feedback from faculty, community members, and local employers, some areas of focus to better meet the needs of our students over the next few years will include:

- An emphasis on social-emotional learning
- Fostering independence
- Developing soft skills
- Incorporating virtual field trips and exposure to diverse perspectives
- Providing exposure to a variety of careers
- Providing opportunities to demonstrate leadership and collaboration
- Nurturing our cultural identity in Long Lake and promoting what makes Long Lake a special place to live, gain an education, and have a career

## Relationship to Student Learning Outcomes

Student learning outcomes will be analyzed at Superintendent's Conference Days and faculty meetings as data becomes available. The Professional Development Committee will follow up on these faculty-wide discussions

and explore relevant PD opportunities as necessary. The 2021-2022 New York State Report Card is available here.

## Alignment with NYS Professional Learning Standards

This professional learning plan follows the NYS Professional Learning Plan Guidance Document of 2019-2020. The professional learning activities outlined in this plan provide teachers with opportunities to complete the 100 CTLE hours every five year period necessary to maintain their Professional and Level III teaching certificates.

We strive to provide professional learning opportunities in alignment with the below NYS Professional Learning Standards.

## NYS Professional Learning Standards

New York State's Professional Learning Standards provide a blueprint for high-quality professional learning for all educators to improve outcomes that address the diversity of all students. Building on their knowledge and experiences, professional educators need to engage in on-going, sustained and continuous development. including an examination of practice as part of a lifelong professional pursuit of learning. These reflective practices are an integral component of the education profession. The professional learning standards are aspirational, sometimes providing a description of what is expected, while framing a vision of advancement by articulating clearly defined expectations and indicators of professional learning. The standards, as defined by the domains and quality indicators, will provide a framework that develops professional knowledge for learning and leading. They are grounded in the core belief that the most appropriate content for professional learning is contextual: the content needs to fit the needs of the individual and their educational context. Through the utilization of these standards, educators have the opportunity to take an active role over their own professional learning. The New York State Professional Learning Standards are based on an analysis and adaptation of the New York State Professional Development Standards (2009), Learning Forward Standards, as well as other national, state, and professional standards. The standards reference the importance of all stakeholders, including P-12 staff, parents, social workers, counselors, community members, teacher educators, higher education representatives and students.

#### **Seven Domains**

#### A. Professional Growth and Collaboration.

Professional learning fosters a foundation of continuous professional growth characterized by collaborative relationships, reflection, respect, and commitment to student and educator learning. Professional learning for professional growth and collaboration:

- 1. is ongoing, sustained, and supported from a systemic approach.
- 2. ensures that educators have the tools and opportunity to collaborate in a respectful and trusting environment.

- 3. increases educator effectiveness for all students and occurs within learning communities committed to continuous improvement, collective responsibility, and progress towards goals.
- 4. develops a culture for systemic shifts over time based on vision, growth, and collaboration.
- 5. focuses on the local school culture and individual needs of educators.
- 6. encompasses all stakeholders to create a vision for prioritizing, monitoring, and coordinating professional learning.
- 7. includes a support system for change not only within a school system, but also with relevant stakeholders and professional organizations.

#### B. Expanding Professional Capacity.

Professional learning builds individual and collective capacity for deepening and expanding educator expertise and improving outcomes for all students. Professional learning for expanding professional capacity:

- 1. deepens educator knowledge of the local and individual needs of students.
- 2. prepares educators to read, understand, apply, and/or conduct research and use data for informed decision-making.
- 3. leads to individual and collective approaches to sustain the long-term importance and relevance of professional learning.
- 4. leads to more effective and sustainable learning communities.
- 5. equips educators to identify and address problems of practice.
- grows educator content and pedagogical content knowledge.
- 7. prepares educators to access and apply available resources.
- 8. encourages educators to reflect, identify and address areas for personal and professional growth.

#### C. Leadership.

Professional learning develops and fosters skillful leaders who cultivate vision, capacity, advocacy, communication, and support systems. Professional learning for leadership:

- 1. includes teachers, teacher leaders, and administrators, at all levels who build a vision for professional learning.
- 2. emphasizes continuous learning, and capacity building to learn and lead for professional learning.
- 3. necessitates a thorough understanding of curriculum and instruction, effective and relevant practices and research, data, management, resources and budget.
- 4. demonstrates a commitment to P-20 collaboration, and coordination among all stakeholders.
- 5. prioritizes resources through a decision making process that engages appropriate stakeholders in determining needs and effectiveness of professional learning.

- 6. coordinates and assesses professional learning in ways that effectively utilize resources and ensure equity.
- 7. uses understandings of policy and complex systems to support change and growth of organizational frameworks for professional learning.
- 8. capitalizes on peer coaching/mentoring to support new educators as they incorporate new strategies into their educational setting.

#### D. Professional Learning Approaches.

Professional learning integrates theories, research, and models of adult learning to achieve intended outcomes. Professional learning approaches:

- 1. are goal oriented and engage in authentic problem solving and decision making.
- 2. provide feedback, ongoing assessment and an opportunity for professional reflection.
- 3. integrate appropriate technology to enhance and expand professional learning experiences.
- 4. are research guided and informed by local needs and demographics, providing context and relevance for all stakeholders.
- 5. incorporate diverse modes of teaching and learning strategies.
- 6. foster participatory engagement.
- 7. provide choice, differentiated instruction, individualized learning, and/or role or content specific options.
- 8. give consideration to alternative opportunities for individual educators to develop further expertise.
- 9. should be aligned to professional and/or content standard and translate theory to practice.
- 10. provide sustained experiences over time with continued support and opportunities.

### E. Utilizing Data.

Professional learning incorporates a variety of sources and types of student, educator, and system data to monitor student progress, sustain professional growth, and inform, plan, assess, and evaluate professional learning. Professional learning utilizing data:

- 1. emphasizes the use of student pre and post assessments; formal and informal teacher and administrator evaluations; teacher, school, or state collected data; needs assessments; informal surveys; and community input.
- 2. examines disaggregated student data by race, gender, English language learning, special needs, eligibility for free or reduced lunch and other factors.
- 3. needs to be relevant and appropriate to the context and population of students both culturally and demographically and to be evaluated for bias and cultural sensitivity.
- 4. is informed by a needs assessment, shaped by ongoing feedback throughout the experience, and evaluated for the professional learning impact.

#### F. Cultural Responsiveness.

Professional learning responds to a culturally and linguistically diverse population of learners and promotes academic and social-emotional growth by emphasizing and building upon their cultural strengths, knowledge, and skills. Professional learning for enhancing cultural responsiveness:

- 1. reflects on cultural self-awareness to help recognize one's own biases.
- 2. addresses the differing expectations and bias sometimes associated with culturally and linguistically diverse students by holding high expectations for all students accompanied by accessible and meaningful supports.
- 3. provides increased capacity for an on-going commitment to recognize, engage, and incorporate diverse cultures and backgrounds as assets for learning.
- 4. supports educators in developing safe, secure, affirming, supportive, and equitable learning environments for all students.

#### G. Engagement Among Diverse Communities.

Professional learning builds capacity for educators, families, community members, and other stakeholders for shared ownership of student and community success. Professional learning for engagement among diverse communities:

- 1. fosters dialogue and effective means of communication within and among families, community members and other relevant stakeholders to increase understandings of diversity and culture.
- 2. assists educators with the knowledge, skill, and opportunity to meet the diverse learning needs of all students, and to engage and collaborate with parents, families, and other community members as active partners in the education of children and young adults.
- 3. develops understanding and continued learning about modern society, in which there are ever increasing connections and benefits of cross-cultural and international collaborations.
- 4. appropriately and effectively supports educators with professional learning to tap into resources within the geographic communities to support students, families, and educators.
- 5. promotes a respectful understanding of cultural, language, and socioeconomic issues affecting families in the local community and aligns resources to support unique demographics of the Long Lake community.
- 6. encourages partnerships among schools, higher education, community organizations, and cultural institutions that benefit students and families.
- 7. considers current events and policy to proactively prepare for changes that may raise new challenges and opportunities.

### Differentiation Across Grade Levels

Our current professional learning plan includes both district wide training as well as grade level differentiation. Our district incorporates breakaway sessions into monthly faculty meetings when appropriate and these sessions can be tailored to specific grades or grade ranges. Our district also plans on breakaway sessions during the True North Professional Development Day in the fall; these groups are content and/or grade specific.

# Impact on Student Achievement and Educational Practices

Student learning outcomes will be analyzed at superintendent conference days and faculty meetings as data becomes available. The Professional Development Committee will follow up on these faculty-wide discussions and explore relevant PD opportunities as necessary. The 2021-2022 New York State Report Card is available here.

# **Expected Participation in Professional Learning**

Teachers are expected to participate in four Superintendent's Conference Days throughout the school year and ten faculty meetings, each one hour in length. They will review the school Safety Plan on a yearly basis. They will also complete yearly mandatory trainings on the following topics provided by Vector Solutions:

- Hazard Communication: Right To Understand (GCS)
- Bloodborne Pathogen Exposure Prevention
- Stress Management
- Diversity, Equity and Inclusion (DEI) Practices: Staff-to-Staff
- Sexual Harassment: Staff-to-Staff
- Student Mental Health: Awareness, Intervention and Referral.

The Superintendent/Principal is expected to attend the following:

- Monthly FEH BOCES Chief School Officer meetings, including in the summer
- o Quarterly FEH BOCES elementary and secondary administrator meetings
- Annual Recertification for APPR evaluators
- Quarterly True North Superintendent meetings

All staff members are expected to complete yearly mandatory trainings on the following topics provided by Vector Solutions:

- Hazard Communication: Right To Understand (GCS)
- Bloodborne Pathogen Exposure Prevention
- Stress Management
- Diversity, Equity and Inclusion (DEI) Practices: Staff-to-Staff
- Sexual Harassment: Staff-to-Staff

Faculty and staff are encouraged to participate in PD experiences that enrich the professionalism, rigor, and relevance of their curriculum, teaching practices, classroom management, and the culture of the school. Faculty meetings and Superintendent Conference Days are planned so that they are CTLE eligible; all faculty members are required to attend these experiences. Faculty members are required to track their own CTLE credit and to plan their requests for professional learning outside of required experiences accordingly. My Learning Plan can be utilized to catalog individual and group activities. Those holding a Professional Certificate must complete 100 hours of CTLE training within a five-year period.

# Continuous and Sustained Professional Learning

All new teachers participate in a year-long mentor program with an experienced teacher (see 'Mentoring Program', pg. 9)

Other examples of ongoing professional learning:

| PL Opportunity                                     | Date 7   | opic  |
|--|--|---|
| Core Four Series Educational Elements Katie Harmon | Consult with school leadership:<br>Fall 2022.<br>Session 1: March<br>Superintendent's Conference Day<br>Session 2: April Faculty Meeting | Reflection and Goal Setting;<br>Targeted Instruction; Flexible Path<br>and Pace; Collaboration and<br>Creativity  |
| Faculty PLCs                                       | Faculty Meetings throughout the year   | Standards-based instruction;<br>school culture; STEAM learning;<br>needs of English Language<br>Learners; CDOS program; K-6<br>writing program; K-8 math<br>program |

## Measuring Outcomes

The yearly needs analysis will collect information about the effectiveness and appropriateness of the previous year's professional learning, both methods and approaches. Additionally, the host school of the fall True North Professional Development Day will solicit and evaluate feedback from this inter-district experience.

# Continuing Teacher and Leader Education Opportunities: English Language Learners

LLCSD applies annually for the CR Part 154 Progressional Development Waiver. This exempts the district from: the requirement to provide holders of ESOL certificates or with a bilingual extension a minimum of 50% of PL clock hours in language acquisition; the requirement to provide a minimum of 15% of PL clock hours for all other professional certificates in language acquisition addressing the needs of English language learners; the requirement to provide a minimum of 15% of PL clock hours for holders of a level III teaching assistant certification addressing the needs of English language learners.

# Supporting Professional Growth

LLCSD, BOCES and other regional organizations provide substantial PL opportunities for educators on a wide variety of topics. Educators have access to several regional BOCES' catalogs through *Frontline Professional Learning Management*, including:

- HFM BOCES WEBREG
- JEFFERSON-LEWIS BOCES
- QUESTAR III BOCES
- ST. LAWRENCE/LEWIS BOCES
- WSWHE BOCES WEBREG
- FEH BOCES

Educators can also access the following non-BOCES catalogs through *Frontline Professional Learning Management:* 

- NYSUT
- NERIC

Under the "Faculty/Staff Curriculum / Professional Development" page on the LLCSD website, educators have access to the following additional resources:

- Adirondack Teacher Center
- Engage NY
- Safe Schools Trainings
- NYSED Free Courses
- Castle Learning
- PD Google Classroom
- NYSED Remote Learning
- Bureau of Education & Research Online Courses
- Teacher 2 Teacher Education
- Links to NYSED Teaching Standards broken down by subject

At least once a year, the PD Committee will search regional BOCES' catalogs for professional development offerings related to:

- Violence prevention and intervention.
- Child abuse recognition.
- The needs of children with autism,
- Dignity for All Students Act

Opportunities to attend training related to each of these areas will be emailed to all staff, and those who are able to attend will be encouraged to share their takeaways with the district to spark conversation and reflection.

# **LLCSD Mentoring Program**

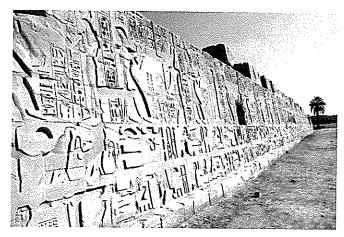
The purpose of mentoring is to provide support and reflective guidance to teachers new to the district. An effective mentoring program needs trust, confidentiality, nonjudgmental interactions and mutual respect. The intent of mentoring is to create more effective teaching and a collegial atmosphere that encourages professional growth, to provide the celebration of success and to provide a comfortable transition for new teachers into the culture of the Long Lake Central School District.

#### Goals:

- Ease transition of new teachers
- Celebrate success
- Develop effective teaching practices

The full mentoring program plan can be accessed <u>here</u>.

### Hieroglyphics



Most Ancient Egyptians could not read or write (in fact – only 1% could!), except for scribes who were almost always men and were highly respected. The ancient Egyptian script of hieroglyphs contained over 750 symbols. Some symbols represented sounds like our letters, while others represented entire words. As time passed, the ancient Egyptians developed similar scripts – the

demonic and hieratic scripts. These could be written more quickly and were used for everyday writing. After pagan temples were shut down in 392 CE (when Christianity was declared an official religion of Rome), people lost the ability to read and write in hieroglyphs.

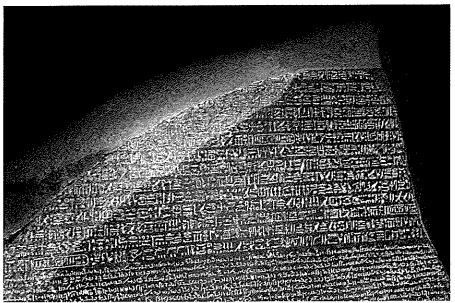
#### More detail

The word hieroglyphics is Greek. "Hero" means "holy" and "glyphics" means "marks" or "writings." Combined, the word means holy writings. At first, hieroglyphic symbols were laid out in columns. People read down each column, from top to bottom. From about 2000 BCE, the symbols were arranged in rows, more like our writing. Sometimes they were read from left to right and other times from right to left. So the reader knew where to start, a symbol of a person, animal or bird was put at the start or end of the line. The direction in which the symbol faced marked the start of a line. For example, if a bird faced right, you would read the line from right to left.

#### The Rosetta Stone

A French soldier in 1799 found a special stone in the sity of Rosetta. The stone had a message carved into it, written in three types of writing (called scripts) and was an important clue that helped experts learn to read Egyptian hieroglyphs. The writing on the Stone was an official message, called a decree, about the king. The decree was copied on to large stone slabs which were put in every temple in Egypt. The important thing for us is that the decree is inscribed three times:

- <u>Hieroglyphs</u> (suitable for a priestly decree),
- <u>Demotic</u> (the native Egyptian script used for daily purposes 'language of the people'), and



• <u>Ancient Greek</u> (the language of the administration).

The importance of this to the study of ancient Egypt is HUGE. When it was discovered, nobody knew how to read ancient Egyptian

hieroglyphs. Because the inscriptions say the same thing in three different scripts, and scholars could still read Ancient Greek, the Rosetta Stone became a valuable key to deciphering the hieroglyphs.

Task 1:

Use the chart to write your own name in hieroglyphic script!

Task 2:

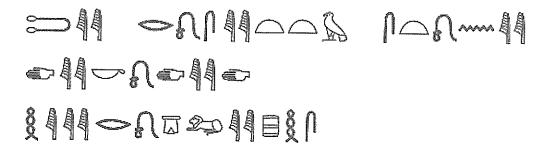
Match the facts with the words below

| Term | Description  |
|------|--|
|      | Translates to "holy writings" in Greek                         |
|      | Egyptians who knew how to read and write                       |
|      | Found by Greek soldier in 1799                                 |
|      | The Rosetta stone had writing in hieroglyphs, demonic and      |
|      | The official message written on the Rosetta stone is called a  |
|      | Percentage of people in Ancient Egypt who could read and write |
|      | The amount of symbols in hieroglyphics                         |

| 1 | Rosetta | Decree | Hieroglyphs | Ancient | 750 | Scribes |
|---|---------|--------|-------------|---------|-----|---------|
|   | Stone   |        |             | Greek   |     |         |

#### **Reflection Questions**

- 1. What does the word 'hieroglyph' mean?
- 2. Why was the Rosetta Stone such a key/important find?
- 3. <u>Use the chart from Task 1</u> to decode the message shown below:



## BUS REPLACEMENT PLAN

Revision Date 10/30/23

Assumptions: In December, 2000 the Board of Education formally acknowledged past practice by approving a ten year replacement cycle for the district's full size school buses. Smaller buses and other vehicles will be replaced as we see the need.

| Bus#  | <u>Passenger</u> | Model Year              | Replacement Budget Year  |  |  |
|---|------------------|-------------------------|--|--|--|
| 29  | 60               | 2019                    | School Year 2026-2027<br>(In Service 10/17), Mileage 42,292                      |  |  |
| *from this point on all BUS purchases will need to be ELECTRIC. |                  |                         |  |  |  |
| 30  | 60               | 2019                    | School Year 2028-2029<br>(In Service 9/18), Mileage 31,041                       |  |  |
| 31  | 30               | 2020                    | School Year 2030-2031<br>(In Service 12/20), Mileage 25,953                      |  |  |
| C1  | 4                | 2016                    | School Year 2024-2025<br>(In Service 11/15), Chevy Equinox<br>Mileage 83,657     |  |  |
| T1  | 8                | 2022                    | School Year 2032-2033<br>(In Service 11/22), Toyota Sienna<br>Van Mileage 11,875 |  |  |
| Other Vehicles  |                  | Replacement Budget Year |  |  |  |
| 2015 Ford F25   | 50 4x4 Pick-up   |                         | School Year 2025-2026<br>(In service 10/14), Mileage 22,820                      |  |  |

## Projected Expense for Replacement Vehicles by School Year

| School Year | <b>Expense</b> | Vehicle to be Replaced    |
|-------------|----------------|---------------------------|
| 2024-2025   | \$30,000       | 2016 Chevy Equinox        |
| 2025-2026   | \$45,000       | 2015 Ford Pickup          |
| 2026-2027   | \$135,000      | Bus 29 – 60 passenger bus |
| 2027-2028   | -0-            |                           |
| 2028-2029   | \$500,000???   | Bus 30 – 60 passenger bus |
| 2029-2030   | -0-            |                           |
| 2030-2031   | \$300,000???   | Bus 31 – 30 passenger bus |
| 2031-2032   | -0-            |                           |
| 2032-2033   | \$45,000       | Toyota Sienna Van         |

<sup>\*</sup>The Bus Purchase Reserve Fund has \$1,813.43 available for bus purchases. This is used to fund large school buses, not cars used as buses.

#### Suggestions/Items to Consider

- Approving an increase in the maximum amount allowed to be held in the Bus Purchase Reserve Fund to accommodate for the mandates toward all-electric fleets. Currently only \$300,000 can be funded over 10 years. The purchase of one electric bus will easily exceed that.
- Do not replace C1. Once it can no longer pass DOT inspection get a NYS inspection. Decide in 2026 if there is need for an additional school vehicle.

20 School Lane P.O. Box 217 Long Lake, New York 12847

P (518) 624-2221 F (518) 624-3896 W www.longlakecsd.org



Superintendent/Principal David Snide

> District Treasurer Elizabeth Hosley

November 1, 2023

The Honorable Kathy Hochul Governor of New York State New York State Capitol Building Albany, New York 12224

Dear Governor Hochul, et al:

Once again, we appeal to you to modify the tax cap so that our school (and others) will not be bankrupt.

The current cap, with its mystical formula that even Albert Einstein might not understand, often does not reflect the consumer price index for inflation. For example, this school year our cap is a laughable 1.13% compared to the 8% CPI of last year. Such gaps, though not as extreme, have existed since the beginning of the tax cap in 2012 and have required us to spend down our fund balance (rainy day savings) to the point that unfunded mandates (for example, \$500,000 e-buses) and other surprises are going to force tax overrides that our citizens are unlikely to support. This risks the dissolution of our small school which, with its small classes and individual attention to student needs, provides some of the best education in the state.

At the least, we think that the tax cap should be standardized to a clear reflection of the CPI. Better yet, it should follow the same rule for overrides that towns and counties enjoy—a supermajority of the board members, not a supermajority of taxpayers. Expecting the general public to understand and intelligently vote on a complex budget is foolishness, especially when a supermajority is required. For example, our local town board has voted (always unanimously) to override the tax cap every year since the cap was instituted because the council members directly work to construct a budget and understand the expenses in running a public entity. Why should a school board not operate under the same rules? If voters are unhappy with the budget, they can still vote it down and vote out board members who chose to override.

We understand our responsibility to provide sound educational opportunities for students and our fiscal responsibility to the taxpayers. We survived just fine in this state without a tax cap before 2012. If we must retain one now at least more realistically peg it to the CPI or, better yet, make the override the responsibility of the Board of Education, not the general public.

Sincerely,

Long Lake Central School Board of Education

cc: Senator Stec, Assemblyman Smullen, Commissioner Rosa

|                            | Board o                      | f Education ———— |  |
|----------------------------|------------------------------|------------------|--|
| Michael Farrell, President | Trisha Hosley Vice President | T                |  |

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20 School Lane P.O. Box 217 Long Lake, New York 12847

P (518) 624-2221 F (518) 624-3896 W www.longlakecsd.org



Superintendent/Principal David Snide

> District Treasurer Elizabeth Hosley

> School Counselor Ashley Johnson

To: Board of Education Members

From: Liz Hosley

Re:

Eric Hample

Semiannual Asbestos Surveillance Report

Date: October 18, 2023

This is to certify that we have conducted the required six month visual inspection of the asbestos containing materials (ACM) in the building.

All suspected areas containing asbestos remain encapsulated and in good condition.

Eric Hample asbestos contractor/supervisor certificate will expire November 2023. He will take a refresher class November 15, 2023.