



**Long Lake**  
CENTRAL SCHOOL DISTRICT

BOARD OF EDUCATION MEETING  
Tuesday, October 10, 2023  
6:00 p.m. Regular Meeting, LLCS Cafeteria

- I. Call to Order – Clerk of the Board
  - a. Pledge of Allegiance
  - b. \*Minutes of the September 12, 2023 Regular Meeting
  - c. Next Regular Meeting November 14, 2023
- II. Public Participation
- III. Presentations
- IV. Superintendent's Update
- V. Business Affairs
  - a. \*August 2023 Treasurer Reports
  - b. Comprehensive Budget and Revenue Status Reports
  - c. Warrants
- VI. Recommendations for Approval
  - a. \*Sharyn Penrose as Substitute
  - b. \*Ravyn Sotomayor as Substitute
  - c. \*Jacob Fisch as Substitute
  - d. \*Hildegaard Link as Long-Term Science Substitute
  - e. \*Amber Wambach as Volunteer Elementary Soccer Helper
  - f. \*Cara Seaman as Teacher's Aide
  - g. \*Christopher Sass as Occasional Driver
  - h. \*Art Club
  - i. \*Michele Gannon as Art Club Advisor
  - j. \*Pat Curtain as Minecraft Club Advisor
- VII. General Discussion
- VIII. Policy 1<sup>st</sup> Readings
  - 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
- 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. Employment History of One Particular Person

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. Carney's 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.

**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 4<sup>th</sup> 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 Advances Emergency Day on April 8, 2024.**

**Policy 1<sup>st</sup> 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

Va

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

For the Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$ 256,028.36

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
August	Deposits	
	Interest	\$ 1,127.89
	Total Receipts	\$ 1,127.89
	Total receipts, including balance	\$ 257,156.25

Disbursements made during the month:

By Check:	
EFT Transfers	\$ -
By Debit	\$ -

Total amount of checks issued and debit charges \$ -

Cash balance as shown by records \$ 257,156.25

**RECONCILIATION WITH BANK STATEMENT**

Balance as given on bank statement, end of month \$ 257,156.25

Less outstanding checks

Net balance in bank (Should agree with Cash Balance above unless there are undeposited funds in treasurer's hands) \$ 257,156.25

Amount of receipts undeposited \$ -

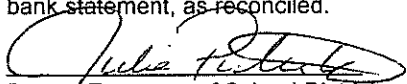
Total available balance (must agree with Cash Balance above if there is a true reconciliation) \$ 257,156.25

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

\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board of Education

This is to certify that the above cash balance is in agreement with my bank statement, as reconciled.

  
Deputy Treasurer of School District

TREASURER'S MONTHLY REPORT FUND: LUNCH FUND

For the Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$ 12,847.11

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
August	Deposits	\$ 70.85
	Interest	<u>2.19</u>

Total Receipts \$ 73.04

Total receipts, including balance \$ 12,920.15

Disbursements made during the month:

By Check-From Check 2478	\$ 32.80
EFT Transfers	

Total amount of checks issued and debit charges \$ 32.80

Cash balance as shown by records \$ 12,887.35

RECONCILIATION WITH BANK STATEMENT

Balance as given on bank statement, end of month \$ 12,916.30

Less outstanding checks see attached \$ 28.95

Net balance in bank (Should agree with Cash Balance above unless  
There are undeposited funds in treasurer's hands)

\$ 12,887.35

Amount of receipts undeposited

-

Total available balance (must agree with Cash Balance above if there is a  
true reconciliation)

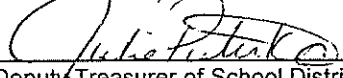
\$ 12,887.35

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\_\_\_\_\_ 20\_\_\_\_

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Clerk of the Board of Education

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Deputy Treasurer of School District

TREASURER'S MONTHLY REPORT FUND: GENERAL FUND

For Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$ 33,522.83

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
August	Deposits	\$ 141,325.49
	Interest	8.16

Total Receipts \$ 141,333.65

Total receipts, including balance \$ 174,856.48

Disbursements made during the month:

By Check-From Check #18224 - 18265	\$ 91,521.94
EFT Transfers	57,348.81
	\$ -

Total amount of checks issued and debit charges \$ 148,870.75

Cash balance as shown by records \$ 25,985.73

RECONCILIATION WITH BANK STATEMENT

Balance as given on bank statement, end of month \$ 31,134.97

Deposit in transit \$ -

Less outstanding checks see attached \$ 5,149.24

Net balance in bank (Should agree with Cash Balance above unless \$ 25,985.73

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 true reconciliation) \$ 25,985.73

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

\_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Clerk of the Board of Education

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Deputy Treasurer of School District

TREASURER'S MONTHLY REPORTFUND: MONEY MARKET ACCOUNT

For the Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$ 799,661.38

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
August	Deposits	\$ 23,943.12
	Interest	\$ 3,188.38
	Total Receipts	\$ 27,131.50
	Total receipts, including balance	\$ 826,792.88

Disbursements made during the month:

By Check:	
EFT Transfers	\$ 141,325.49
By Debit	\$ -

Total amount of checks issued and debit charges \$ 141,325.49

Cash balance as shown by records \$ 685,467.39

RECONCILIATION WITH BANK STATEMENT

Balance as given on bank statement, end of month \$ 685,467.39

Less outstanding checks

Net balance in bank (Should agree with Cash Balance above unless there are undeposited funds in treasurer's hands) \$ 685,467.39

Amount of receipts undeposited \$ -

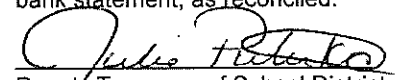
Total available balance (must agree with Cash Balance above if there is a true reconciliation) \$ 685,467.39

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

\_\_\_\_\_ 20 \_\_\_\_\_

Clerk of the Board of Education

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Deputy Treasurer of School District

TREASURER'S MONTHLY REPORTFUND: CAPITAL FUND

For the Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$466,646.85

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>
August	Deposits
	Interest

\$ 79.08

Total Receipts \$ 79.08

Total receipts, including balance \$ 466,725.93

Disbursements made during the month:

By Check: 1112-1116	\$ 15,401.07
EFT Transfers	\$ -
By Debit Charge	\$ -

Total amount of checks issued and debit charges: \$ 15,401.07

Cash balance as shown by records \$ 451,324.86

RECONCILIATION WITH BANK STATEMENT

Balance as given on bank statement, end of month \$451,324.86

Less total of outstanding checks \$ -

Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) \$ 451,324.86

Amount of receipts undeposited (See attached schedules)

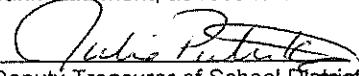
Total available balance (must agree with Cash Balance above if there is a true reconciliation) \$451,324.86

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Clerk of the Board of Education

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Deputy Treasurer of School District

**TREASURER'S MONTHLY REPORT****FUND: EXTRACURRICULAR ACCT.**

For the Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$ 8,280.84

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
August	Deposits	
	Interest	\$ 1.41

Total Receipts \$ 1.41

Total receipts, including balance \$ 8,282.25

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 \$ 8,282.25

**RECONCILIATION WITH BANK STATEMENT**

Balance as given on bank statement, end of month \$ 8,282.25

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)

\$ 8,282.25

Amount of receipts undeposited (See attached schedules)

Total available balance (must agree with Cash Balance above if there is a true reconciliation)

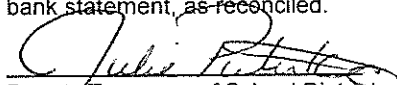
\$ 8,282.25

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

\_\_\_\_\_ 20\_\_\_\_

Clerk of the Board of Education

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Deputy Treasurer of School District

**TREASURER'S MONTHLY REPORT****FUND: COURTNEY SCHOLARSHIP-NY CLASS**

For the Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$ 2,168.72

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
August	Deposits	\$ -
	Interest	\$ 9.58

Total Receipts \$ 9.58

Total receipts, including balance \$ 2,178.30

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 \$ 2,178.30

**RECONCILIATION WITH BANK STATEMENT**

Balance as given on bank statement, end of month \$ 2,178.30

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)

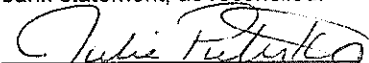
\$ 2,178.30

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

\_\_\_\_\_ 20 \_\_\_\_\_

Clerk of the Board of Education

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Deputy Treasurer of School District



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

For the Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$ 7,062.73

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
August	Deposits	\$ -
	Interest	\$ 31.12

Total Receipts \$ 31.12

Total receipts, including balance \$ 7,093.85

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 \$ 7,093.85

**RECONCILIATION WITH BANK STATEMENT**

Balance as given on bank statement, end of month \$ 7,093.85

less outstanding checks \$ -

see attached \$ -

Net balance in bank (Should agree with Cash Balance above unless

There are undeposited funds in treasurer's hands)

\$ 7,093.85

Amount of receipts undeposited (See attached schedules)

-

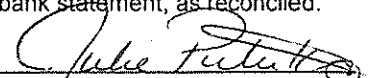
Total available balance (must agree with Cash Balance above if there is a true reconciliation)

\$ 7,093.85

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

\_\_\_\_\_20\_\_\_\_

Clerk of the Board of Education

This is to certify that the  
above cash balance is  
in agreement with my  
bank statement, as reconciled.  
Deputy Treasurer of School District

TREASURER'S MONTHLY REPORTFUND: TED ABER SCHOLARSHIP-NY CLASS

For the Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$ 9,481.56

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
August	Deposits	\$ -
	Interest	\$ 39.65

Total Receipts \$ 39.65

Total receipts, including balance \$ 9,521.21

Disbursements made during the month:

By Check-from Check #	\$ -
EFT Transfers	500.00
	-

Total amount of checks issued and debit charges \$ 500.00

Cash balance as shown by records \$ 9,021.21

RECONCILIATION WITH BANK STATEMENT

Balance as given on bank statement, end of month \$ 9,021.21

less outstanding checks \$ -

see attached \$ -

Net balance in bank (Should agree with Cash Balance above unless

There are undeposited funds in treasurer's hands)

\$ 9,021.21

Amount of receipts undeposited (See attached schedules)

-

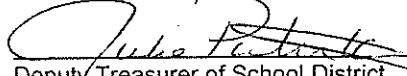
Total available balance (must agree with Cash Balance above if there is a true reconciliation)

\$ 9,021.21

Received by the Board of Education and entered  
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\_\_\_\_\_ 20\_\_\_\_

Clerk of the Board of Education

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bank statement, as reconciled.  
Deputy Treasurer of School District

TREASURER'S MONTHLY REPORTFUND: SCHOLARSHIP FUND-NY CLASS

For the Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$ 70,350.32

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
August	Deposits	\$ 500.00
	Interest	\$ 312.07

Total Receipts \$ 812.07

Total receipts, including balance \$ 71,162.39

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 \$ 71,162.39

RECONCILIATION WITH BANK STATEMENT

Balance as given on bank statement, end of month \$ 71,162.39

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)

71,162.39

Total available balance (must agree with Cash Balance above if there is a true reconciliation)

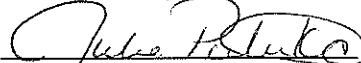
\$ 71,162.39

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

\_\_\_\_\_ 20\_\_\_\_

Clerk of the Board of Education

This is to certify that the above cash balance is in agreement with my bank statement, as reconciled.



Deputy Treasurer of School District

TREASURER'S MONTHLY REPORTFUND: PAYROLL FUND

For the Period from August 1, 2023 thru August 31, 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)

<u>Date</u>	<u>Source</u>	
August	Deposits	39,295.55

Total Receipts \$ 39,295.55

Total receipts, including balance \$ 40,295.55

Disbursements made during the month:

By Check: #	
EFT Transfers/Direct Deposit	\$ 39,295.55

Total amount of checks issued and debit charges: \$ 39,295.55

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-

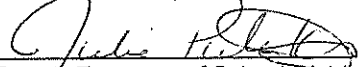
Total available balance (must agree with Cash Balance above if there is a true reconciliation) \$ 1,000.00

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\_\_\_\_\_ 20 \_\_\_\_\_

Clerk of the Board of Education

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Deputy Treasurer of School District

TREASURER'S MONTHLY REPORT FUND: SCHOLARSHIP FUND

For the Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$ 4,289.15

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
August	Deposits	\$ -
	Interest	\$ 0.74

Total Receipts \$ 0.74

Total receipts, including balance \$ 4,289.89

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 \$ 4,289.89

RECONCILIATION WITH BANK STATEMENT

Balance as given on bank statement, end of month \$ 4,389.89

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) \$ 4,289.89

Amount of receipts undeposited (See attached schedules)

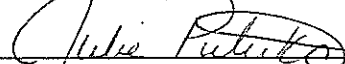
Total available balance (must agree with Cash Balance above if there is a true reconciliation) \$ 4,289.89

Received by the Board of Education and entered  
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\_\_\_\_\_ 20 \_\_\_\_\_

Clerk of the Board of Education

This is to certify that the  
above cash balance is  
in agreement with my  
bank statement, as reconciled.

  
Deputy Treasurer of School District

TREASURER'S MONTHLY REPORTFUND: BUS RESERVE-NY CLASS

For the Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$ 58,623.36

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
August	Deposits	-
	Interest	\$ 258.26

Total Receipts \$ 258.26

Total receipts, including balance \$ 58,881.62

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 \$ 58,881.62

RECONCILIATION WITH BANK STATEMENT

Balance as given on bank statement, end of month \$ 58,881.62

less outstanding checks

see attached \$ -

\$ -

Net balance in bank (Should agree with Cash Balance above unless

There are undeposited funds in treasurer's hands)

\$ 58,881.62

Amount of receipts undeposited (See attached schedules)

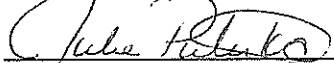
Total available balance (must agree with Cash Balance above if there is a true reconciliation)

\$ 58,881.62

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

\_\_\_\_\_ 20 \_\_\_\_\_

Clerk of the Board of Education

This is to certify that the  
above cash balance is  
in agreement with my  
bank statement, as reconciled.

Deputy Treasurer of School District

TREASURER'S MONTHLY REPORTFUND: TAX RESERVE-NY CLASS

For the Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$ 10,424.27

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
August	Deposits	-
	Interest	\$ 45.91

Total Receipts \$ 45.91

Total receipts, including balance \$ 10,470.18

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 \$ 10,470.18

RECONCILIATION WITH BANK STATEMENT

Balance as given on bank statement, end of month \$ 10,470.18

less outstanding checks

see attached \$ -

\$ -

Net balance in bank (Should agree with Cash Balance above unless  
There are undeposited funds in treasurer's hands)

\$ 10,470.18

Amount of receipts undeposited (See attached schedules)

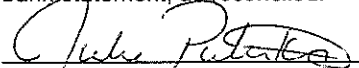
Total available balance (must agree with Cash Balance above if there is a  
true reconciliation)

\$ 10,470.18

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

\_\_\_\_\_ 20\_\_\_\_

Clerk of the Board of Education

This is to certify that the  
above cash balance is  
in agreement with my  
bank statement, as reconciled.  
Deputy Treasurer of School District

TREASURER'S MONTHLY REPORTFUND: REPAIR RESERVE-NY CLASS

For the Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$ 14,452.80

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
August	Deposits	-
	Interest	\$ 63.67

Total Receipts \$ 63.67

Total receipts, including balance \$ 14,516.47

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 \$ 14,516.47

RECONCILIATION WITH BANK STATEMENT

Balance as given on bank statement, end of month \$ 14,516.47

less outstanding checks

\$ -
\$ -

Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands)

\$ 14,516.47

Amount of receipts undeposited (See attached schedules)

Total available balance (must agree with Cash Balance above if there is a true reconciliation)

\$ 14,516.47

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

\_\_\_\_\_ 20\_\_\_\_

Clerk of the Board of Education

This is to certify that the above cash balance is in agreement with my bank statement, as reconciled.



Deputy Treasurer of School District



**TREASURER'S MONTHLY REPORT****FUND: CAPITAL RESERVE-NY CLASS**

For the Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$ 40,935.54

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
August	Deposits	-
	Interest	\$ 180.35

Total Receipts \$ 180.35

Total receipts, including balance \$ 41,115.89

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 \$ 41,115.89

RECONCILIATION WITH BANK STATEMENT

Balance as given on bank statement, end of month \$ 41,115.89

less outstanding checks

see attached

Net balance in bank (Should agree with Cash Balance above unless

There are undeposited funds in treasurer's hands)

\$ 41,115.89

Amount of receipts undeposited (See attached schedules)

Total available balance (must agree with Cash Balance above if there is a true reconciliation)

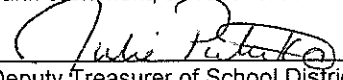
\$ 41,115.89

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

\_\_\_\_\_ 20\_\_\_\_

Clerk of the Board of Education

This is to certify that the above cash balance is in agreement with my bank statement, as reconciled.

  
Deputy Treasurer of School District

TREASURER'S MONTHLY REPORT FUND: HRA

For the Period from August 1, 2023 thru August 31, 2023

Total available balance as reported at the end of preceding period \$ 150,240.00

Receipts during the month: (with breakdown of source including full amount of all short-term loans)

<u>Date</u>	<u>Source</u>	
August	Deposits	
	Interest	\$ -
	Total Receipts	\$ -
	Total receipts, including balance	\$ 150,240.00

Disbursements made during the month:

By Check:	
EFT Transfers	\$ 475.63
By Debit Charge	\$ -

Total amount of checks issued and debit charges \$ 475.63

Cash balance as shown by records \$ 149,764.37

RECONCILIATION WITH BANK STATEMENT

Balance as given on bank statement, end of month \$149,764.37

Less outstanding checks \$ -

Net balance in bank (Should agree with Cash Balance above unless there are undeposited funds in treasurer's hands) \$ 149,764.37

Amount of receipts undeposited(See attached schedules) -

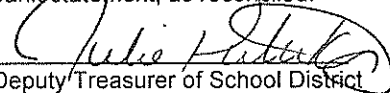
Total available balance (must agree with Cash Balance above if there is a true reconciliation) \$149,764.37

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

\_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Clerk of the Board of Education

This is to certify that the above cash balance is in agreement with my bank statement, as reconciled.

  
Deputy Treasurer of School District

# LONG LAKE CSD

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



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1010.400-0000	BOE Contractual Expense	7,100.00	0.00	7,100.00	42.00	0.00	7,058.00
A 1010.450-0000	BOE Materials and Supplies	1,800.00	0.00	1,800.00	0.00	162.00	1,638.00
A 1010.490-0000	BOE BOCES Services	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
<b>1010</b>	<b>BOARD OF EDUCATION</b>	<b>16,900.00</b>	<b>0.00</b>	<b>16,900.00</b>	<b>42.00</b>	<b>162.00</b>	<b>16,696.00</b>
A 1040.160-0000	BOE District Clerk Salaries	2,572.00	0.00	2,572.00	692.44	0.00	1,879.56
A 1040.400-0000	BOE District Clerk Contractual	4,500.00	0.00	4,500.00	2,044.52	0.00	2,455.48
<b>1040</b>	<b>DISTRICT CLERK</b>	<b>7,072.00</b>	<b>0.00</b>	<b>7,072.00</b>	<b>2,736.96</b>	<b>0.00</b>	<b>4,335.04</b>
<b>10</b>	<b>Support Staff Salaries</b>	<b>23,972.00</b>	<b>0.00</b>	<b>23,972.00</b>	<b>2,778.96</b>	<b>162.00</b>	<b>21,031.04</b>
A 1240.160-0000	Central Admin Contractual	153,906.00	0.00	153,906.00	50,410.77	0.00	103,495.23
A 1240.400-0000	Central Admin Materials & Supplies	15,755.00	0.00	15,755.00	2,640.50	0.00	13,114.50
A 1240.450-0000		2,000.00	30.97	2,030.97	236.32	69.83	1,724.82
<b>1240</b>	<b>CHIEF SCHOOL ADMINISTRATOR</b>	<b>171,661.00</b>	<b>30.97</b>	<b>171,691.97</b>	<b>53,287.59</b>	<b>69.83</b>	<b>118,334.55</b>
<b>12</b>	<b>Finance Business Admin Salaries</b>	<b>171,661.00</b>	<b>30.97</b>	<b>171,691.97</b>	<b>53,287.59</b>	<b>69.83</b>	<b>118,334.55</b>
A 1310.160-0000	Finance BOCES Services	81,104.00	0.00	81,104.00	22,121.60	0.00	58,982.40
A 1310.490-0000		29,376.00	0.00	29,376.00	0.00	0.00	29,376.00
<b>1310</b>	<b>BUSINESS ADMINISTRATION</b>	<b>110,480.00</b>	<b>0.00</b>	<b>110,480.00</b>	<b>22,121.60</b>	<b>0.00</b>	<b>88,358.40</b>
A 1320.160-0000	Finance Auditing Salaries	515.00	0.00	515.00	0.00	0.00	515.00
A 1320.400-0000	Finance Auditor Contractual	8,400.00	0.00	8,400.00	-4,500.00	0.00	12,900.00
<b>1320</b>	<b>AUDITING</b>	<b>8,915.00</b>	<b>0.00</b>	<b>8,915.00</b>	<b>-4,500.00</b>	<b>0.00</b>	<b>13,415.00</b>
A 1325.160-0000	Finance District Treasurer	19,864.00	0.00	19,864.00	5,325.60	0.00	14,538.40
A 1325.450-0000	Finance District Treasurer Supplies	250.00	0.00	250.00	0.00	0.00	250.00
<b>1325</b>	<b>TREASURER</b>	<b>20,114.00</b>	<b>0.00</b>	<b>20,114.00</b>	<b>5,325.60</b>	<b>0.00</b>	<b>14,788.40</b>
A 1330.160-0000	Finance Tax Collector Salary	4,433.00	0.00	4,433.00	1,773.20	0.00	2,659.80
A 1330.400-0000	Finance Tax Collector Contractual	1,500.00	0.00	1,500.00	200.00	0.00	1,300.00
A 1330.450-0000	Finance Tax Collector Materials & Supplies	100.00	0.00	100.00	0.00	0.00	100.00
<b>1330</b>	<b>TAX COLLECTOR</b>	<b>6,033.00</b>	<b>0.00</b>	<b>6,033.00</b>	<b>1,973.20</b>	<b>0.00</b>	<b>4,059.80</b>
<b>13</b>	<b>Legal Contractual</b>	<b>145,542.00</b>	<b>0.00</b>	<b>145,542.00</b>	<b>24,920.40</b>	<b>0.00</b>	<b>120,621.60</b>
A 1420.400-0000		14,000.00	0.00	14,000.00	1,250.00	0.00	12,750.00
<b>1420</b>	<b>LEGAL</b>	<b>14,000.00</b>	<b>0.00</b>	<b>14,000.00</b>	<b>1,250.00</b>	<b>0.00</b>	<b>12,750.00</b>
A 1430.490-0000	Personnel - BOCES Services	1,973.00	0.00	1,973.00	0.00	0.00	1,973.00
<b>1430</b>	<b>PERSONNEL</b>	<b>1,973.00</b>	<b>0.00</b>	<b>1,973.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,973.00</b>
A 1480.400-0000	Public Info Contractual	450.00	0.00	450.00	0.00	0.00	450.00
A 1480.450-0000	Public Info/Printing Charges	500.00	0.00	500.00	0.00	0.00	500.00

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# LONG LAKE CSD

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



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<b>1480</b>	<b>PUBLIC INFORMATION &amp; SERVICES</b>	<b>950.00</b>	<b>0.00</b>	<b>950.00</b>	<b>0.00</b>	<b>0.00</b>	<b>950.00</b>
<b>14</b>		<b>16,923.00</b>	<b>0.00</b>	<b>16,923.00</b>	<b>1,250.00</b>	<b>0.00</b>	<b>15,673.00</b>
<u>A 1620.160-0000</u>	Central Services Support Staff Salaries	107,665.00	0.00	107,665.00	30,856.31	0.00	76,808.69
<u>A 1620.400-0000</u>	Central Services Contractual	71,566.00	0.00	71,566.00	124,938.34	3,060.00	-56,432.34
<u>A 1620.410-0000</u>	Central Services Fuel Oil	103,750.00	0.00	103,750.00	0.00	0.00	103,750.00
<u>A 1620.420-0000</u>	Central Services Television	2,000.00	0.00	2,000.00	404.10	0.00	1,595.90
<u>A 1620.430-0000</u>	Central Services Electricity	28,000.00	0.00	28,000.00	4,469.89	0.00	23,530.11
<u>A 1620.440-0000</u>	Central Services Water Rent	1,000.00	0.00	1,000.00	1,000.00	0.00	0.00
<u>A 1620.450-0000</u>	Central Services Materials & Supplies	24,000.00	0.00	24,000.00	5,527.53	5,325.05	13,147.42
<u>A 1620.460-0000</u>	Central Services Telephone	5,000.00	0.00	5,000.00	1,308.93	0.00	3,691.07
<u>A 1620.480-0000</u>	Central Services LP Gas	100.00	0.00	100.00	40.00	0.00	60.00
<u>A 1620.490-0000</u>	Central Services BOCES	11,200.00	0.00	11,200.00	0.00	0.00	11,200.00
<b>1620</b>	<b>OPERATION OF PLANT</b>	<b>354,281.00</b>	<b>0.00</b>	<b>354,281.00</b>	<b>168,545.10</b>	<b>8,385.05</b>	<b>177,350.85</b>
<u>A 1621.160-0000</u>	Mainten Support Staff Salaries	16,954.00	0.00	16,954.00	4,659.93	0.00	12,294.07
<u>A 1621.400-0000</u>	Maintenance Contractual Exp	33,835.00	5,129.70	38,964.70	36,689.70	1,761.03	513.97
<b>1621</b>	<b>MAINTENANCE OF PLANT</b>	<b>50,789.00</b>	<b>5,129.70</b>	<b>55,918.70</b>	<b>41,349.63</b>	<b>1,761.03</b>	<b>12,808.04</b>
<u>A 1670.400-0000</u>	Contractual	825.00	0.00	825.00	0.00	0.00	825.00
<u>A 1670.450-0000</u>	Postage	3,000.00	0.00	3,000.00	500.00	0.00	2,500.00
<u>A 1670.490-0000</u>	Printing - BOCES Services	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<b>1670</b>	<b>CENTRAL PRINTING &amp; MAILING</b>	<b>4,825.00</b>	<b>0.00</b>	<b>4,825.00</b>	<b>500.00</b>	<b>0.00</b>	<b>4,325.00</b>
<u>A 1680.490-0000</u>	Central DP - BOCES Services	60,000.00	0.00	60,000.00	0.00	0.00	60,000.00
<b>1680</b>	<b>CENTRAL DATA PROCESSING</b>	<b>60,000.00</b>	<b>0.00</b>	<b>60,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>60,000.00</b>
<b>16</b>		<b>469,895.00</b>	<b>5,129.70</b>	<b>475,024.70</b>	<b>210,394.73</b>	<b>10,146.08</b>	<b>254,483.89</b>
<u>A 1910.400-0000</u>	Unallocated Insurance	1,000.00	0.00	1,000.00	717.00	0.00	283.00
<b>1910</b>	<b>UNALLOCATED INSURANCE</b>	<b>1,000.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>717.00</b>	<b>0.00</b>	<b>283.00</b>
<u>A 1920.400-0000</u>	School Association Dues	5,150.00	0.00	5,150.00	4,811.00	0.00	339.00
<b>1920</b>	<b>SCHOOL ASSOCIATION DUES</b>	<b>5,150.00</b>	<b>0.00</b>	<b>5,150.00</b>	<b>4,811.00</b>	<b>0.00</b>	<b>339.00</b>
<u>A 1981.490-0000</u>	BOCES Administrative Costs	26,000.00	0.00	26,000.00	0.00	0.00	26,000.00
<b>1981</b>	<b>BOCES ADMINISTRATIVE COSTS</b>	<b>26,000.00</b>	<b>0.00</b>	<b>26,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>26,000.00</b>
<u>A 1983.490-0000</u>	BOCES Capital Expenses	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
<b>1983</b>	<b>BOCES CAPITAL EXPENSE</b>	<b>4,000.00</b>	<b>0.00</b>	<b>4,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,000.00</b>
<b>19</b>		<b>36,150.00</b>	<b>0.00</b>	<b>36,150.00</b>	<b>5,528.00</b>	<b>0.00</b>	<b>30,622.00</b>
<b>1</b>		<b>864,143.00</b>	<b>5,160.67</b>	<b>869,303.67</b>	<b>298,159.68</b>	<b>10,377.91</b>	<b>560,766.08</b>

# LONG LAKE CSD

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



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2020.150-0000</u>	Supervision Instructional	15,077.00	0.00	15,077.00	0.00	0.00	15,077.00
<b>2020</b>	<b>SUPERVISION - REGULAR SCHOOL</b>	<b>15,077.00</b>	<b>0.00</b>	<b>15,077.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,077.00</b>
<u>A 2070.150-0000</u>	Instructional Salaries	6,228.00	0.00	6,228.00	9,606.52	0.00	-3,378.52
<u>A 2070.490-0000</u>	Inservices - BOCES Services	20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
<b>2070</b>	<b>INSERVICE TRAINING - INSTRUCTION</b>	<b>26,228.00</b>	<b>0.00</b>	<b>26,228.00</b>	<b>9,606.52</b>	<b>0.00</b>	<b>16,621.48</b>
<b>20</b>		<b>41,305.00</b>	<b>0.00</b>	<b>41,305.00</b>	<b>9,606.52</b>	<b>0.00</b>	<b>31,698.48</b>
<u>A 2110.120-0000</u>	Teaching K-6 Salaries	427,860.00	0.00	427,860.00	28,993.56	0.00	398,866.44
<u>A 2110.130-0000</u>	Teaching 7-12 Salaries	500,272.00	0.00	500,272.00	41,741.62	0.00	458,530.38
<u>A 2110.140-0000</u>	Substitute Teachers	25,000.00	0.00	25,000.00	2,225.90	0.00	22,774.10
<u>A 2110.160-0000</u>	Support Staff Salaries	46,095.00	0.00	46,095.00	3,374.92	0.00	42,720.08
<u>A 2110.170-0000</u>	Payment in Lieu of Health Insurance	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
<u>A 2110.180-0000</u>	Leave Sellback	0.00	0.00	0.00	10,000.00	0.00	-10,000.00
<u>A 2110.200-0000</u>	Teaching Equipment	5,200.00	0.00	5,200.00	300.00	0.00	4,900.00
<u>A 2110.400-0000</u>	Teaching Contractual	16,730.00	145.20	16,875.20	1,907.36	470.20	14,497.64
<u>A 2110.410-0000</u>	Field Trips	25,000.00	0.00	25,000.00	190.00	0.00	24,810.00
<u>A 2110.411-0000</u>	Conference Attendance	5,000.00	0.00	5,000.00	642.34	300.00	4,057.66
<u>A 2110.412-0000</u>	Mileage Reimbursement	1,000.00	0.00	1,000.00	134.93	0.00	865.07
<u>A 2110.413-0000</u>	Arts in Education	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
<u>A 2110.450-0000</u>	Teaching Materials & Supplies	8,000.00	2,555.25	10,555.25	4,564.41	232.23	5,758.61
<u>A 2110.451-0000</u>	Elementary - Grade 1	150.00	0.00	150.00	119.57	6.86	23.57
<u>A 2110.451-1000</u>	Summer School	100.00	0.00	100.00	0.00	0.00	100.00
<u>A 2110.451-2000</u>	Art Program	1,500.00	0.00	1,500.00	510.35	0.00	989.65
<u>A 2110.451-4000</u>	Teachers Assistant-Dukett	200.00	0.00	200.00	0.00	0.00	200.00
<u>A 2110.451-5000</u>	English	150.00	0.00	150.00	109.07	0.00	40.93
<u>A 2110.451-6000</u>	Spanish	100.00	0.00	100.00	0.00	0.00	100.00
<u>A 2110.451-8000</u>	Health Education	90.00	0.00	90.00	0.00	0.00	90.00
<u>A 2110.451-9000</u>	Math	185.00	0.00	185.00	0.00	0.00	185.00
<u>A 2110.452-1000</u>	Elementary - Gaffney/SPED	300.00	0.00	300.00	0.00	100.00	200.00
<u>A 2110.452-2000</u>	Music	850.00	0.00	850.00	139.32	414.24	296.44
<u>A 2110.452-3000</u>	Phys Ed	800.00	0.00	800.00	0.00	0.00	800.00
<u>A 2110.452-4000</u>	Science	980.00	0.00	980.00	412.50	269.70	297.80
<u>A 2110.452-6000</u>	Technology	900.00	0.00	900.00	0.00	0.00	900.00
<u>A 2110.452-7000</u>	Elementary - PreK/Teaching Assistant	250.00	0.00	250.00	0.00	0.00	250.00

# LONG LAKE CSD



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

Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.452-9000	Teachers Aide Supplies-Kilpatrick	200.00	0.00	200.00	0.00	0.00	200.00
A 2110.454-0000	Elementary - Grade 2	150.00	0.00	150.00	0.00	150.00	0.00
A 2110.455-0000	Elementary - Grade 3/4	150.00	0.00	150.00	89.68	0.00	60.32
A 2110.456-0000	Elementary - Grade 5/6	300.00	0.00	300.00	132.06	0.00	167.94
A 2110.458-0000	Elementary - Grade K	300.00	0.00	300.00	155.11	25.00	119.89
A 2110.459-1000	Ace Committee	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
A 2110.459-2000	STEM	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.459-3000	Committees	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2110.480-0000	Teaching Textbooks	1,000.00	0.00	1,000.00	371.41	0.00	628.59
A 2110.490-0000	Teaching BOCES	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
<b>2110</b>	<b>TEACHING - REGULAR SCHOOL</b>	<b>* 1,091,362.00</b>	<b>2,700.45</b>	<b>1,094,062.45</b>	<b>96,114.11</b>	<b>1,968.23</b>	<b>995,980.11</b>
<b>21</b>		<b>** 1,091,362.00</b>	<b>2,700.45</b>	<b>1,094,062.45</b>	<b>96,114.11</b>	<b>1,968.23</b>	<b>995,980.11</b>
A 2250.150-0000	Instructional Salaries	64,726.00	0.00	64,726.00	4,619.42	0.00	60,106.58
A 2250.160-0000	Non Instructional Salaries	39,120.00	0.00	39,120.00	8,294.28	0.00	30,825.72
A 2250.400-0000	Students w/Disab Contractual	5,400.00	0.00	5,400.00	5,378.47	0.00	21.53
A 2250.470-0000	Special Tuition	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
A 2250.490-0000	BOCES Services	92,000.00	0.00	92,000.00	0.00	0.00	92,000.00
<b>2250</b>	<b>PROGRAM FOR STUDENTS W/DISABILITIES SCHOOL AGE - SCHOOL YEAR</b>	<b>* 203,746.00</b>	<b>0.00</b>	<b>203,746.00</b>	<b>18,292.17</b>	<b>0.00</b>	<b>185,453.83</b>
A 2280.490-0000	BOCES Services	40,500.00	0.00	40,500.00	0.00	0.00	40,500.00
<b>2280</b>	<b>OCCUPATIONAL EDUCATION (GRADES 9-12)</b>	<b>40,500.00</b>	<b>0.00</b>	<b>40,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>40,500.00</b>
<b>22</b>		<b>** 244,246.00</b>	<b>0.00</b>	<b>244,246.00</b>	<b>18,292.17</b>	<b>0.00</b>	<b>225,953.83</b>
A 2330.150-0000	Adult Education Salary	12,836.00	0.00	12,836.00	0.00	0.00	12,836.00
A 2330.151-0000	Special Schools Salary	15,696.00	0.00	15,696.00	350.80	0.00	15,345.20
A 2330.400-0000	Special Schools Contractual	4,090.00	0.00	4,090.00	0.00	0.00	4,090.00
A 2330.450-0000	Special Schools Materials & Supplies	500.00	0.00	500.00	0.00	0.00	500.00
<b>2330</b>	<b>TEACHING - SPECIAL SCHOOLS</b>	<b>* 33,122.00</b>	<b>0.00</b>	<b>33,122.00</b>	<b>350.80</b>	<b>0.00</b>	<b>32,771.20</b>
<b>23</b>		<b>** 33,122.00</b>	<b>0.00</b>	<b>33,122.00</b>	<b>350.80</b>	<b>0.00</b>	<b>32,771.20</b>
A 2610.150-0000	Library Salaries	59,934.00	0.00	59,934.00	4,794.72	0.00	55,139.28
A 2610.450-0000	Library Materials & Supplies	400.00	0.00	400.00	0.00	0.00	400.00
A 2610.451-0000	Library Computers/Media	900.00	0.00	900.00	0.00	0.00	900.00
A 2610.460-0000	Library Books/Magazines/Subscriptions	1,000.00	0.00	1,000.00	962.60	65.00	-27.60

# LONG LAKE CSD



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

Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2610.490-0000</u>	Library BOCES Services	11,000.00	0.00	11,000.00	0.00	0.00	11,000.00
<b>2610</b>	<b>SCHOOL LIBRARY &amp; AUDIOVISUAL</b>	<b>73,234.00</b>	<b>0.00</b>	<b>73,234.00</b>	<b>5,757.32</b>	<b>65.00</b>	<b>67,411.68</b>
<u>A 2630.220-0000</u>	Computer Hardware	5,000.00	166.00	5,166.00	0.00	0.00	5,166.00
<u>A 2630.450-0000</u>	Computer Materials & Supplies	1,800.00	0.00	1,800.00	0.00	246.67	1,553.33
<u>A 2630.460-0000</u>	Computer Software	4,000.00	0.00	4,000.00	2,141.62	0.00	1,858.38
<u>A 2630.490-0000</u>	Computer BOCES	62,000.00	0.00	62,000.00	0.00	0.00	62,000.00
<b>2630</b>	<b>COMPUTER ASSISTED INSTRUCTION</b>	<b>72,800.00</b>	<b>166.00</b>	<b>72,966.00</b>	<b>2,141.62</b>	<b>246.67</b>	<b>70,577.71</b>
<b>26</b>	<b>Attendance</b>	<b>146,034.00</b>	<b>166.00</b>	<b>146,200.00</b>	<b>7,898.94</b>	<b>311.67</b>	<b>137,989.39</b>
<u>A 2805.160-0000</u>		4,500.00	0.00	4,500.00	428.58	0.00	4,071.42
<b>2805</b>	<b>ATTENDANCE - REGULAR SCHOOL</b>	<b>4,500.00</b>	<b>0.00</b>	<b>4,500.00</b>	<b>428.58</b>	<b>0.00</b>	<b>4,071.42</b>
<u>A 2810.150-0000</u>	Guidance Instructional Salaries	70,752.00	0.00	70,752.00	7,479.23	0.00	63,272.77
<u>A 2810.450-0000</u>	Guidance Materials & Supplies	575.00	0.00	575.00	226.25	0.00	348.75
<u>A 2810.451-0000</u>	Guidance Testing and Materials	365.00	0.00	365.00	0.00	108.00	257.00
<b>2810</b>	<b>GUIDANCE - REGULAR SCHOOL</b>	<b>71,692.00</b>	<b>0.00</b>	<b>71,692.00</b>	<b>7,705.48</b>	<b>108.00</b>	<b>63,878.52</b>
<u>A 2815.160-0000</u>	Support Staff Salaries	41,276.00	0.00	41,276.00	3,759.56	0.00	37,516.44
<u>A 2815.400-0000</u>	Health Contractual	6,500.00	0.00	6,500.00	165.00	45.00	6,290.00
<u>A 2815.450-0000</u>	Health Materials & Supplies	1,300.00	0.00	1,300.00	217.77	0.00	1,082.23
<b>2815</b>	<b>HEALTH SERVICES - REGULAR SCHOOL</b>	<b>49,076.00</b>	<b>0.00</b>	<b>49,076.00</b>	<b>4,142.33</b>	<b>45.00</b>	<b>44,888.67</b>
<u>A 2820.400-0000</u>	Psychologist Contractual	20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
<b>2820</b>	<b>PSYCHOLOGICAL SERVICES - REGULAR SCHOOL</b>	<b>20,000.00</b>	<b>0.00</b>	<b>20,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20,000.00</b>
<u>A 2825.400-0000</u>	Contractual	16,000.00	0.00	16,000.00	0.00	0.00	16,000.00
<b>2825</b>	<b>SOCIAL WORK SERVICES - REGULAR SCHOOL</b>	<b>16,000.00</b>	<b>0.00</b>	<b>16,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16,000.00</b>
<u>A 2850.150-0000</u>	Co-curricular Salaries	28,264.00	0.00	28,264.00	80.00	0.00	28,184.00
<u>A 2850.450-0000</u>	Co-curricular Materials & Supplies	500.00	0.00	500.00	0.00	0.00	500.00
<b>2850</b>	<b>CO-CURRICULAR ACTIVITIES - REGULAR SCHOOL</b>	<b>28,764.00</b>	<b>0.00</b>	<b>28,764.00</b>	<b>80.00</b>	<b>0.00</b>	<b>28,684.00</b>
<u>A 2855.150-0000</u>	Interscholastic Salaries	10,000.00	0.00	10,000.00	80.00	0.00	9,920.00
<u>A 2855.400-0000</u>	Interscholastic Contractual	20,500.00	365.35	20,865.35	0.00	510.80	20,354.55
<u>A 2855.450-0000</u>	Interscholastic Materials & Supplies	3,300.00	147.45	3,447.45	911.94	1,409.60	1,125.91
<u>A 2855.490-0000</u>	BOCES Interscholastic	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
<b>2855</b>	<b>INTERSCHOLASTIC ATHLETICS - REGULAR SCHOOL</b>	<b>36,300.00</b>	<b>512.80</b>	<b>36,812.80</b>	<b>991.94</b>	<b>1,920.40</b>	<b>33,900.46</b>

# LONG LAKE CSD



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

Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
28		** 226,332.00	512.80	226,844.80	13,348.33	2,073.40	211,423.07
2		*** 1,782,401.00	3,379.25	1,785,780.25	145,610.87	4,353.30	1,635,816.08
A 5510.160-0000	Transportation Salaries	73,992.00	0.00	73,992.00	12,978.24	0.00	61,013.76
A 5510.210-0000	Purchase of Buses	22,000.00	0.00	22,000.00	0.00	0.00	22,000.00
A 5510.400-0000	Transportation Contractual	14,000.00	0.00	14,000.00	7,027.50	0.00	6,972.50
A 5510.450-0000	Transportation Materials & Supplies/Parts	13,000.00	0.00	13,000.00	1,442.50	500.00	11,057.50
A 5510.451-0000	Diesel/Gasoline	18,000.00	0.00	18,000.00	189.10	0.00	17,810.90
A 5510.454-0000	Labor	13,000.00	0.00	13,000.00	1,552.43	0.00	11,447.57
A 5510.490-0000	BOCES Contractual	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
5510	DISTRICT TRANSPORTATION SERVICES	* 155,492.00	0.00	155,492.00	23,189.77	500.00	131,802.23
55		** 155,492.00	0.00	155,492.00	23,189.77	500.00	131,802.23
5		*** 155,492.00	0.00	155,492.00	23,189.77	500.00	131,802.23
A 9010.800-0000	NYS Retirement	0.00	0.00	0.00	-10,300.00	0.00	10,300.00
9010	STATE RETIREMENT	* 0.00	0.00	0.00	-10,300.00	0.00	10,300.00
A 9020.800-0000	Teacher Retirement	155,000.00	0.00	155,000.00	-87,795.97	0.00	242,795.97
9020	TEACHERS' RETIREMENT	* 155,000.00	0.00	155,000.00	-87,795.97	0.00	242,795.97
A 9030.800-0000	Social Security	155,000.00	0.00	155,000.00	18,995.34	0.00	136,004.66
9030	SOCIAL SECURITY	* 155,000.00	0.00	155,000.00	18,995.34	0.00	136,004.66
A 9040.800-0000	Worker Compensation	8,000.00	0.00	8,000.00	7,691.00	0.00	309.00
9040	WORKERS' COMPENSATION	* 8,000.00	0.00	8,000.00	7,691.00	0.00	309.00
A 9050.800-0000	Unemployment	20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
9050	UNEMPLOYMENT INSURANCE	* 20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
A 9055.800-0000	Disability Plan	3,400.00	0.00	3,400.00	668.64	0.00	2,731.36
9055	DISABILITY INSURANCE	* 3,400.00	0.00	3,400.00	668.64	0.00	2,731.36
A 9060.800-0000	Hospitalization	1,136,751.00	0.00	1,136,751.00	296,855.85	0.00	839,895.15
9060	HOSPITAL, MEDICAL & DENTAL INSURANCE	* 1,136,751.00	0.00	1,136,751.00	296,855.85	0.00	839,895.15
A 9089.800-0000	Other Employee Benefits	3,700.00	0.00	3,700.00	1,163.04	0.00	2,536.96
9089	Other Employee Benefits	* 3,700.00	0.00	3,700.00	1,163.04	0.00	2,536.96
90		*** 1,481,851.00	0.00	1,481,851.00	227,277.90	0.00	1,254,573.10
A 9711.600-0000	Serial Bonds - Principal	170,000.00	0.00	170,000.00	0.00	0.00	170,000.00
A 9711.700-0000	Serial Bonds - Interest	78,575.00	0.00	78,575.00	0.00	0.00	78,575.00
9711	Serial Bonds	* 248,575.00	0.00	248,575.00	0.00	0.00	248,575.00
97		** 248,575.00	0.00	248,575.00	0.00	0.00	248,575.00



# LONG LAKE CSD

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



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 9901.930-0000	Transfer to School Food Svc Fund	152,977.00	0.00	152,977.00	0.00	0.00	152,977.00
9901	TRANSFERS TO FUNDS	152,977.00	0.00	152,977.00	0.00	0.00	152,977.00
99		152,977.00	0.00	152,977.00	0.00	0.00	152,977.00
9		1,883,403.00	0.00	1,883,403.00	227,277.90	0.00	1,656,125.10
	Fund A Totals:	4,685,439.00	8,539.92	4,693,978.92	694,238.22	15,231.21	3,984,509.49
Grand Totals:							
		4,685,439.00	8,539.92	4,693,978.92	694,238.22	15,231.21	3,984,509.49

# LONG LAKE CSD

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



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
C 2860.160-0000	Cafeteria Salaries	75,779.00	0.00	75,779.00	5,670.10	0.00	70,108.90
C 2860.400-0000	Cafeteria Contractual	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
C 2860.410-0000	Cafeteria Food	32,800.00	0.00	32,800.00	1,733.92	0.00	31,066.08
C 2860.450-0000	Cafeteria Materials & Supplies	2,950.00	37.01	2,987.01	316.18	37.01	2,633.82
2860	SCHOOL FOOD SERVICE	114,529.00	37.01	114,566.01	7,720.20	37.01	106,808.80
28		114,529.00	37.01	114,566.01	7,720.20	37.01	106,808.80
2		114,529.00	37.01	114,566.01	7,720.20	37.01	106,808.80
C 9010.800-0000	Cafeteria Employees Retirement	8,500.00	0.00	8,500.00	-2,800.00	0.00	11,300.00
9010	STATE RETIREMENT	8,500.00	0.00	8,500.00	-2,800.00	0.00	11,300.00
C 9030.800-0000	Cafeteria Social Security	5,798.00	0.00	5,798.00	0.00	0.00	5,798.00
9030	SOCIAL SECURITY	5,798.00	0.00	5,798.00	0.00	0.00	5,798.00
C 9060.800-0000	Cafeteria Health Insurance	61,000.00	0.00	61,000.00	0.00	0.00	61,000.00
9060	HOSPITAL, MEDICAL & DENTAL INSURANCE	61,000.00	0.00	61,000.00	0.00	0.00	61,000.00
90		75,298.00	0.00	75,298.00	-2,800.00	0.00	78,098.00
9		75,298.00	0.00	75,298.00	-2,800.00	0.00	78,098.00
	Fund CTotals:	189,827.00	37.01	189,864.01	4,920.20	37.01	184,906.80
	Grand Totals:	189,827.00	37.01	189,864.01	4,920.20	37.01	184,906.80

# LONG LAKE CSD



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

Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
A 1001	Real Property Taxes	0.00	0.00	0.00	3,370,486.19	-3,370,486.19
A 1085	School Tax Relief Reimb (STAR)	0.00	0.00	0.00	26,373.81	-26,373.81
A 1090	Penalty on Taxes	3,000.00	0.00	3,000.00	0.00	3,000.00
A 1310	Day School Tuition	3,150.00	0.00	3,150.00	2,650.00	500.00
A 1335	Other Student Fees/Charges	1,000.00	0.00	1,000.00	37.00	963.00
A 2401	Interest on Earnings	15,000.00	0.00	15,000.00	10,529.51	4,470.49
A 2701	Refunds of Prior Years Expenditures	0.00	0.00	0.00	4,458.60	-4,458.60
A 3101.A	General Aid	495,000.00	0.00	495,000.00	34,526.51	460,473.49
A 3101.B	Excess Cost Aid	0.00	0.00	0.00	-1,224.00	1,224.00
A 3103	BOCES Aid	65,000.00	0.00	65,000.00	-80.78	65,080.78
A 3260	Textbook Aid	4,000.00	0.00	4,000.00	0.00	4,000.00
A 4601	Medicaid Assistance, HRSS	10,000.00	0.00	10,000.00	0.00	10,000.00
A Totals:		596,150.00	0.00	596,150.00	3,447,756.84	-2,851,606.84
Grand Totals:		596,150.00	0.00	596,150.00	3,447,756.84	-2,851,606.84

# LONG LAKE CSD



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

Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<u>C 1440.B</u>	Breakfast - Student Sale of Meals	2,300.00	0.00	2,300.00	0.00	2,300.00
<u>C 1440.L</u>	Lunch - Student Sale of Meals	8,500.00	0.00	8,500.00	844.95	7,655.05
<u>C 1445.L</u>	A La Carte Sales	500.00	0.00	500.00	0.00	500.00
<u>C 2401</u>	Interest and Earnings	0.00	0.00	0.00	4.59	-4.59
<u>C 3190.FB</u>	Breakfast - Federal Reimbursement	7,000.00	0.00	7,000.00	0.00	7,000.00
<u>C 3190.FL</u>	Lunch - Federal Reimbursement	15,000.00	0.00	15,000.00	0.00	15,000.00
<u>C 3190.FS</u>	Snack - Federal Reimbursement	550.00	0.00	550.00	0.00	550.00
<u>C 3190.SB</u>	Breakfast - State Reimbursement	400.00	0.00	400.00	-48.00	448.00
<u>C 3190.SL</u>	Lunch - State Reimbursement	600.00	0.00	600.00	-107.00	707.00
<u>C 4190</u>	USDA Surplus Food	2,000.00	0.00	2,000.00	0.00	2,000.00
<u>C 5031</u>	Interfund Transfer	152,977.00	0.00	152,977.00	0.00	152,977.00
<b>C Totals:</b>		<b>189,827.00</b>	<b>0.00</b>	<b>189,827.00</b>	<b>694.54</b>	<b>189,132.46</b>
<b>Grand Totals:</b>		<b>189,827.00</b>	<b>0.00</b>	<b>189,827.00</b>	<b>694.54</b>	<b>189,132.46</b>

# LONG LAKE CSD



## Check Warrant Report For A - 6: Cash Disbursement Aug 23 General Fund For Dates 8/1/2023 - 8/31/2023

Check #	Check Date	Vendor ID	Vendor Name	Check Description	PO Number	Check Amount
18225	08/10/2023	2279	F-E-H BOCES TREASURER	2022-2023 Supplemental Billing		1,774.00
18226	08/10/2023	4903	The Drain Strainer	Crown Adapter to Replace Garbage Disposal	240007	890.00
18226	08/10/2023	4903	**VOID** The Drain Strainer	**VOID**	240007	-890.00
18227	08/10/2023	4812	FIRST NATIONAL BANK OF OMAHA	NoviSign Subscription 23-24		180.00
18228	08/10/2023	4039	DENTON PUBLICATIONS, INC.	Help Wanted Ads		168.75
18229	08/10/2023	4198	W.B. MASON CO., INC.	Cleaning Supplies	240005	576.75
18230	08/10/2023	4411	NYSMEC	Electric Installment 2 of 6		4,469.89
18231	08/10/2023	4885	Bestco Hartford	Hartford Express Scripts		5,371.72
18232	08/10/2023	3217	FRONTIER	Phone Bill Aug		435.53
18233	08/10/2023	4426	SCHOOL MATE	Planners	240014	226.25
18234	08/10/2023	4199	NYS EMPLOYEES' HEALTH INSURANCE	NYSHIP Sept 23		56,021.23
18235	08/10/2023	4457	MARSHALL MEMO LLC	Annual Subscription 9 readers		160.00
18236	08/10/2023	4896	David Snide	Mileage		45.98
18237	08/10/2023	3194	REALLY GOOD STUFF		*See Detail Report	71.33
18238	08/10/2023	2965	DISCOUNT SCHOOL SUPPLIES	PreK - K Materials and Supplies	240027	42.26
18239	08/10/2023	2060	LEONARD BUS SALES, INC.	Bus 29 Parts		1,070.38
18240	08/10/2023	3064	TRI-LAKES 3HREE PRESS CORP.	Help Wanted Ads		204.00
18241	08/10/2023	3759	ATIS ELEVATOR INSPECTIONS LLC	Semi Annual QEI Inspection		675.00
18242	08/10/2023	4525	SLIC NETWORK SOLUTIONS	Cable TV August		134.70
18243	08/10/2023	1147	FOLLETT LIBRARY BOOK CO.	Elementary Books	240001	502.65
18244	08/10/2023	4883	THE WOOD CARTE	Elementary Library Bookshelves	230282	4,829.70
18245	08/10/2023	2385	ADIRONDACK CHAPTER NYSASBO	Annual Subscription Hosley		50.00
18246	08/10/2023	4792	ROCHESTER 100	English Materials	240015	31.00
18247	08/10/2023	1360	HAMILTON COUNTY TREASURER	Gas and Diesel June 23		399.48
18248	08/10/2023	4768	HOMETOWN SEWER SERVICE	Septic Pumping	240037	900.00
18249	08/10/2023	2004	FORTUNE'S HARDWARE	Maintance Materials and Supplies	240004	874.41
18250	08/10/2023	4838	TEACHER SYNERGY LLC	Grande 3/4	240011	35.99
18251	08/10/2023	3825	AMAZON		*See Detail Report	2,603.12
18252	08/10/2023	4812	FIRST NATIONAL BANK OF OMAHA	Drain Strainer paid for on CC		890.00
18254	08/22/2023	4629	THE POST STAR	Help Wanted Ads		1,480.64
18255	08/22/2023	1369	NCC SYSTEMS INC.	Annual Fire Extinguisher/Fire Alarm inspection		504.00
18256	08/22/2023	4776	MOLLY STEWART	Mileage		134.93
18257	08/22/2023	1485	INDUSTRIAL APPRAISAL COMPANY	Yearly Fixed Asset Report		370.00

# LONG LAKE CSD



Check Warrant Report For A - 6: Cash Disbursement Aug 23 General Fund For Dates 8/1/2023 - 8/31/2023

Check #	Check Date	Vendor ID	Vendor Name	Check Description	PO Number	Check Amount
18258	08/22/2023	2543	NASSP	NHS Tassles, Pins Seals, Cords	240043	261.50
18259	08/22/2023	4606	Document Solution of the North Country	Copies July		58.58
18260	08/22/2023	4117	ED & ED BUSINESS TECHNOLOGY INC.	Ink for Postage Machine (June 23 bill that came in August after books closed)		205.34
18261	08/22/2023	3940	LUKES MOBIL	Tires Bus 31		903.80
18262	08/22/2023	4906	AleraEdge	Annual Set Up and Monthly Admin Fee for HRA		350.00
18263	08/22/2023	2742	TUPPER LAKE CENTRAL SCHOOL	Bus Maintenance July		2,091.13

Number of Transactions: 39

Warrant Total: 89,104.04

Vendor Portion: 89,104.04

\*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

To The District Treasurer: I hereby certify that I have verified the above claims, 39 in number, in the total amount of \$89,104.04. 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.

9/8/23 Date [Signature] Superintendent

## Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$89,104.04. 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.

9.8.23 Date [Signature] Claims Auditor

# LONG LAKE CSD

Check Warrant Report For C - 1: Cash Disbursement Cafe Aug 23 For Dates 8/1/2023 - 8/31/2023



Check #	Check Date	Vendor ID	Vendor Name	Check Description	PO Number	Check Amount
2478	08/10/2023	3912	SAMUEL KELLER	Lunch Money reimbursement		32.80
Number of Transactions: 1						Warrant Total: 32.80
						Vendor Portion: 32.80

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 1 in number, in the total amount of \$ 32.80. 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.

8/8/23 [Signature]  
Date Superintendent

## Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 32.80. 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.

9.8.23 [Signature]  
Date Claims Auditor

# LONG LAKE CSD



Check Warrant Report For H - 2: Cash Disbursement Capital Fund August For Dates 8/1/2023 - 8/31/2023

Check #	Check Date	Vendor ID	Vendor Name	Check Description	PO Number	Check Amount
1112	08/22/2023	2988	GIRVIN & FERLAZZO, P.C.	Construction Matters		198.00
1113	08/22/2023	4088	MOSAIC ASSOCIATES	Construction Admin		11,400.00
1114	08/22/2023	4088	MOSAIC ASSOCIATES	Construction Admin		900.00
1115	08/22/2023	4088	MOSAIC ASSOCIATES	Reconstruction Project		1,355.00
1116	08/22/2023	4762	BARCLAY DAMON LLP	Legal Services Bond Counsel		1,548.07
Number of Transactions: 5						
Warrant Total:						15,401.07
Vendor Portion:						15,401.07

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 5 in number, in the total amount of \$ 15,401.07. 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.

9/8/23      [Signature]  
Date                      Superintendent

## Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 15,401.07. 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.

9-8-23      [Signature]  
Date                      Claims Auditor



# LONG LAKE CSD



## Check Warrant Report For A - 5: Payroll Deductions form General Fund For Dates 8/1/2023 - 8/31/2023

Check #	Check Date	Vendor ID	Vendor Name	Check Description	PO Number	Check Amount
1036	08/03/2023	3407	NYS INCOME TAX	Trust & Agency Payment		697.25
1037	08/03/2023	3411	VOYA INSTITUTIONAL TRUST COMPANY	Trust & Agency Payment		100.00
1038	08/03/2023	3591	NEW YORK STATE DEFERRED COMP PLAN	Trust & Agency Payment		200.00
1039	08/03/2023	4340	LLCS GENERAL FUND	Trust & Agency Payment		12,098.37
1040	08/03/2023	4375	EFTPS Enrollment Processing	Trust & Agency Payment		3,605.95
1041	08/17/2023	3407	NYS INCOME TAX	Trust & Agency Payment		942.20
1042	08/17/2023	3411	VOYA INSTITUTIONAL TRUST COMPANY	Trust & Agency Payment		100.00
1043	08/17/2023	3591	NEW YORK STATE DEFERRED COMP PLAN	Trust & Agency Payment		200.00
1044	08/17/2023	4340	LLCS GENERAL FUND	Trust & Agency Payment		14,924.63
1045	08/17/2023	4375	EFTPS Enrollment Processing	Trust & Agency Payment		4,793.14
1046	08/31/2023	3407	NYS INCOME TAX	Trust & Agency Payment		751.94
1047	08/31/2023	3411	VOYA INSTITUTIONAL TRUST COMPANY	Trust & Agency Payment		100.00
1048	08/31/2023	3413	NYS EMPLOYEES RETIREMENT SYSTEM	Trust & Agency Payment		981.70
1049	08/31/2023	3591	NEW YORK STATE DEFERRED COMP PLAN	Trust & Agency Payment		200.00
1050	08/31/2023	4340	LLCS GENERAL FUND	Trust & Agency Payment		12,272.55
1051	08/31/2023	4375	EFTPS Enrollment Processing	Trust & Agency Payment		3,805.46
18224	08/03/2023	3406	C.S.E.A., INC.	Trust & Agency Payment - DUES-CSEA		111.50
18253	08/17/2023	3406	C.S.E.A., INC.	Trust & Agency Payment - DUES-CSEA		111.50
18264	08/31/2023	3406	C.S.E.A., INC.	Trust & Agency Payment - DUES-CSEA		111.50
18265	08/31/2023	3408	C.S.E.A. EMPLOYEE BENEFIT FUND	Trust & Agency Payment - DENTAL/VISION		2,083.40

Number of Transactions: 20

Warrant Total: 58,191.09

Vendor Portion: 58,191.09

### Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 20 in number, in the total amount of \$58,191.09. 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.

9/8/23  
Date

Superintendent

Vlh

BOE approved:

**Club Proposal:** LLCS Art Club

**Faculty Advisor:** Michele Gannon

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**Art Club Description:** Art Club can be a refuge for those who do not have enough time in their schedule to take an art class or enough time to go deeper into an art medium that they would like to explore more.

**Art Club Mission Statement:** Inspire students to create openly and allow the potential to tap deeper into their imaginations and need to create.

**Proposal:** Students will meet monthly during the new scheduled club meeting times. As all existing clubs, members will need to come up with and follow through with (2) community based projects. They will need to problem solve and collaborate on how these community projects can enhance the connection between students and the greater community. This club will enhance the members art experience by allowing participants to experiment with new techniques and more involved projects that they would not be able to pursue during their regular class time. Students can feel open to express themselves through their own ideas and imagination. They need the space and time to work through their own artistic expression. It will also give students more time for those who want to submit work to different art shows or prepare a portfolio if they are thinking about pursuing a career in the arts.

# POLICY

2013

3410  
1 of 5

Community Relations

## SUBJECT: CODE OF CONDUCT ON SCHOOL PROPERTY

The District has developed and will amend, as appropriate, a written *Code of Conduct* for the Maintenance of Order on School Property, including school functions, which shall govern the conduct of students, teachers and other school personnel, as well as visitors and/or vendors. The Board of Education shall further provide for the enforcement of such *Code of Conduct*.

For purposes of this policy, and the implemented *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 shall mean a school-sponsored extracurricular event or activity regardless of where such event or activity takes place, including those that take place in another state.

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 *Code of Conduct* shall include, at a minimum, the following:

- a) Provisions regarding conduct, dress and language deemed appropriate and acceptable on school property and at school functions, and conduct, dress and language deemed unacceptable and inappropriate on school property; provisions regarding acceptable civil and respectful treatment of teachers, school administrators, other school personnel, students and visitors on school property and at school functions; the appropriate range of disciplinary measures which may be imposed for violation of such Code; and the roles of teachers, administrators, other school personnel, the Board of Education and parents/persons in parental relation to the student;
- b) Provisions prohibiting discrimination, bullying and/or harassment against any student, by employees or students on school property, at a school function, or off school property when the actions create or would foreseeably create a risk of substantial disruption within the school environment or where it is foreseeable that the conduct might reach school property, that creates a hostile environment by conduct, with or without physical contact, threats, intimidation or abuse (verbal or non-verbal), of such a severe nature that:
  1. Has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional and/or physical well-being; or
  2. Reasonably causes or would reasonably be expected to cause a student to fear for his/her physical safety.

(Continued)

**SUBJECT: CODE OF CONDUCT ON SCHOOL PROPERTY (Cont'd.)**

When the term "bullying" is used, even if not explicitly stated, such term includes cyberbullying, meaning such harassment or bullying that occurs through any form of electronic communication.

Such conduct shall include, but is not limited to, threats, intimidation, or abuse based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practices, disability, sexual orientation, gender as defined in Education Law Section 11(6), or sex; provided that nothing in this subdivision shall be construed to prohibit a denial of admission into, or exclusion from, a course of instruction based on a person's gender that would be permissible under Education Law Sections 3201-a or 2854(2) (a) and Title IX of the Education Amendments of 1972 (20 USC Section 1681, et seq.), or to prohibit, as discrimination based on disability, actions that would be permissible under 504 of the Rehabilitation Act of 1973;

- c) Standards and procedures to assure security and safety of students and school personnel;
- d) Provisions for the removal from the classroom and from school property, including a school function, of students and other persons who violate the Code;
- e) Provisions prescribing the period for which a disruptive student may be removed from the classroom for each incident, provided that no such student shall return to the classroom until the Principal (or his/her designated School District administrator) makes a final determination pursuant to Education Law Section 3214(3-a)I or the period of removal expires, whichever is less;
- f) Disciplinary measures to be taken for incidents on school property or at school functions involving the use of tobacco, the possession or use of illegal substances or weapons, the use of physical force, vandalism, violation of another student's civil rights, harassment and threats of violence;
- g) Provisions for responding to acts of discrimination, bullying and/or harassment against students by employees or students on school property, at a school function, or off school property when the actions create or would foreseeably create a risk of substantial disruption within the school environment or where it is foreseeable that the conduct might reach school property, pursuant to clause (b) of this subparagraph;
- h) Provisions for detention, suspension and removal from the classroom of students, consistent with Education Law Section 3214 and other applicable federal, state and local laws, including provisions for school authorities to establish procedures to ensure the provision of continued educational programming and activities for students removed from the classroom, placed in detention, or suspended from school, which shall include alternative educational programs appropriate to individual student needs;

(Continued)

**SUBJECT: CODE OF CONDUCT ON SCHOOL PROPERTY (Cont'd.)**

- i) Procedures by which violations are reported and determined, and the disciplinary measures imposed and carried out;
- j) Provisions ensuring the *Code of Conduct* and its enforcement are in compliance with state and federal laws relating to students with disabilities;
- k) Provisions setting forth the procedures by which local law enforcement agencies shall be notified of Code violations which constitute a crime;
- l) Provisions setting forth the circumstances under and procedures by which parents/persons in parental relation to the student shall be notified of Code violations;
- m) Provisions setting forth the circumstances under and procedures by which a complaint in criminal court, a juvenile delinquency petition or person in need of supervision ("PINS") petition as defined in Articles 3 and 7 of the Family Court Act will be filed;
- n) Circumstances under and procedures by which referral to appropriate human service agencies shall be made;
- o) A minimum suspension period for students who repeatedly are substantially disruptive of the educational process or substantially interfere with the teacher's authority over the classroom, provided that the suspending authority may reduce such period on a case-by-case basis to be consistent with any other state and federal law. For purposes of this requirement, as defined in Commissioner's Regulations, "repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom" shall mean engaging in conduct which results in the removal of the student from the classroom by teacher(s) pursuant to the provisions of Education Law Section 3214(3-a) and the provisions set forth in the *Code of Conduct* on four (4) or more occasions during a semester, or three (3) or more occasions during a trimester, as applicable;
- p) A minimum suspension period for acts that would qualify the student to be defined as a violent student pursuant to Education Law Section 3214(2-a)(a). However, the suspending authority may reduce the suspension period on a case-by-case basis consistent with any other state and federal law;
- q) A Bill of Rights and Responsibilities of Students which focuses upon positive student behavior and a safe and supportive school climate, which shall be written in plain-language, publicized and explained in an age-appropriate manner to all students on an annual basis; and

(Continued)

**SUBJECT: CODE OF CONDUCT ON SCHOOL PROPERTY (Cont'd.)**

- r) Guidelines and programs for in-service education programs for all District staff members to ensure effective implementation of school policy on school conduct and discipline, including but not limited to, guidelines on promoting a safe and supportive school climate while discouraging, among other things, discrimination, bullying and/or harassment against students by students and/or school employees; and including safe and supportive school climate concepts in the curriculum and classroom management.

The District's *Code of Conduct* shall be adopted by the Board of Education only after at least one (1) public hearing that provided for the participation of school personnel, parents/persons in parental relation, students, and any other interested parties.

The *Code of Conduct* shall be reviewed on an annual basis, and updated as necessary in accordance with law. The District may establish a committee pursuant to Education Law Section 2801(5)(a) to facilitate review of its *Code of Conduct* and the District's response to *Code of Conduct* violations. The School Board shall reapprove any updated *Code of Conduct* or adopt revisions only after at least one (1) public hearing that provides for the participation of school personnel, parents/persons in parental relation, students, and any other interested parties. The District shall file a copy of its *Code of Conduct* and any amendments with the commissioner, in a manner prescribed by the Commissioner, no later than thirty (30) days after their respective adoptions.

The Board of Education shall 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 to the Code as soon as practicable following initial adoption or amendment of the Code. New teachers shall be provided a complete copy of the current Code upon their employment; and
- e) Making complete copies available for review by students, parents or persons in parental relation to students, other school staff and other community members.

(Continued)



# POLICY

2013

3410  
5 of 5

Community Relations

**SUBJECT: CODE OF CONDUCT ON SCHOOL PROPERTY (Cont'd.)**

## **Privacy Rights**

As part of any investigation, the District has the right to search all school property and equipment including District computers. Rooms, desks, cabinets, lockers, computers, etc. are provided by the District for the use of staff and students, but the users do not have exclusive use of these locations or equipment and should not expect that materials stored therein will be private.

Education Law Sections 11(8), 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*

Adoption Date – August 8, 2013

2023

3410  
1 of 2

## 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

(Continued)



2023

3410  
2 of 2

Community Relations

**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*

Adoption Date

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3420  
1 of 4

Community Relations

**SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE SCHOOL DISTRICT**

The Board of Education is committed to providing an environment free from discrimination and harassment. Accordingly, the Board prohibits discrimination and harassment on the basis of race, color, religion, national origin, sex, sexual orientation, age, disability or other legally protected category. Such actions and occurrences are prohibited regardless of whether they take place on School District premises or at school-sponsored events, programs, or activities held at other locations. *2/1/16*

**Prohibited Conduct**

Determinations as to whether conduct or occurrences constitute discrimination or harassment for the purposes of this Policy and its implementing Administrative Regulations will be made consistent with applicable law. Such determinations may depend upon a number of factors, including but not limited to: the particular conduct or occurrence at issue, the ages of the parties involved, the context in which the conduct or occurrence takes place, the relationship of the parties to one another, the category or characteristic that is alleged to have been the basis for the action or occurrence, and other considerations as are necessary and consistent with law. The characterizations and examples below are intended to serve as a general guide for individuals in determining whether to file a complaint of discrimination or harassment, and should not be construed to add or limit the rights individuals and entities possess as a matter of law.

Discrimination is, generally, the practice of conferring or denying privileges on the basis of 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 his/her membership in a protected class, denying an individual access to facilities or educational benefits on the basis of his/her membership in a protected class, or impermissibly instituting policies or practices that disproportionately and adversely impact members of a protected class.

Harassment generally consists of subjecting an individual, on the basis of his/her membership in a protected class, to conduct and/or communications that are sufficiently severe, pervasive, or persistent as to have the purpose or effect of: 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.

Harassment can include unwelcome verbal, written, or physical conduct which offends, denigrates, or belittles an individual because of his/her membership in a protected class. Such conduct includes, but is not limited to: derogatory remarks, jokes, 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.

(Continued)

**SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE SCHOOL DISTRICT (Cont'd.)****Civil Rights Compliance Officer**

The District will designate one or more individuals to serve as Civil Rights Compliance Officer. The Civil Rights Compliance Officer will be responsible for coordinating the District's efforts to comply with and carry out its responsibilities regarding non-discrimination and anti-harassment, including investigations of complaints alleging discrimination, harassment, or the failure of the District to comply with its obligations under relevant non-discrimination and anti-harassment laws and regulations (e.g., the Americans with Disabilities Act, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973).

Prior to the beginning of each school year, the District shall issue an appropriate public announcement or publication which advises students, parents/guardians, employees and other relevant individuals of the District's established grievance procedures for resolving complaints of discrimination and harassment. Included in such announcement or publication will be the name, address, telephone number, and email address of the Civil Rights Compliance Officer(s).

The Civil Rights Compliance Officer(s) for the District is/are appointed annually at the Board of Education Reorganizational Meeting.

**Investigation of Complaints and Grievances**

The School District will act to promptly, thoroughly, and equitably investigate all complaints, whether verbal or written, of discrimination and/or harassment based on any of the characteristics described above, and will promptly take appropriate action to protect individuals from further discrimination or harassment. In the event an anonymous complaint is filed, the District will respond to the extent possible.

It is essential that any individual who is aware of a possible occurrence of discrimination or harassment immediately report such occurrence. All reports will be directed or forwarded to the District's designated Civil Rights Compliance Officer(s). Such complaints are recommended to be in writing, although verbal complaints of discrimination or harassment will also be promptly investigated in accordance with applicable law and District policy and procedure. In the event the Civil Rights Compliance Officer is the alleged offender, the report will be directed to another Civil Rights Compliance Officer, if the District has designated another individual to serve in such a capacity, or to the Superintendent.

(Continued)

## Community Relations

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

To the extent possible, all complaints will be treated as confidential. Disclosure may, however, be necessary to complete a thorough investigation of the charges and/or notify law enforcement officials.

If an investigation reveals that discrimination or harassment has occurred, the District will take immediate corrective action as warranted. Such action will be taken in accordance with applicable laws and regulations, as well as any and all relevant codes of conduct, District policies and administrative regulations, collective bargaining agreements, and/or third-party contracts.

**Knowingly Makes False Accusations**

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

**Prohibition of Retaliatory Behavior**

The Board prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participated in the investigation of a complaint of discrimination and/or harassment. Complaints of retaliation may be directed to the Civil Rights Compliance Officer. In the event the Civil Rights Compliance Officer is the alleged offender, the report will be directed to another Civil Rights Compliance Officer, if the District has designated another individual to serve in such a capacity, or to the Superintendent.

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

**Additional Provisions**

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

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

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

(Continued)

Community Relations

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

This policy should not be read to abrogate other District policies and/or regulations or the *District Code of Conduct* prohibiting other forms of unlawful discrimination, harassment, and/or inappropriate behavior within this District. It is the intention of the District that all such policies and/or regulations be read consistently to provide protection from unlawful discrimination and harassment. However, different treatment of any individual which has a legitimate, legal, and nondiscriminatory reason shall not be considered a violation of District policy.

Age Discrimination in Employment Act, 29 USC Section 621  
Americans with Disabilities Act, 42 USC Section 12101 et seq.  
Section 504 of the Rehabilitation Act of 1973, 29 USC Section 794 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 of 1972, 20 USC Section 1681 et seq.  
Education Law Section 2801(1)  
Executive Law Section 290 et seq.

NOTE: Refer also to Policies #6120 -- Equal Employment Opportunity  
#6121 -- Sexual Harassment of District Personnel  
#6122 -- Employee Grievances  
#7550 -- Dignity For All Students Act  
#7551 -- Sexual Harassment of Students  
*District Code of Conduct*

Adoption Date – February 12, 2015

**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;
- ab) Race;
- c) Creed;
- ed) Religion;
- be) Color;
- ef) National origin;
- g) Citizenship or immigration status;
- fh) Sexual orientation;
- gi) Gender identity or expression;
- hj) Military status;
- ik) Sex;
- j) ~~Age;~~ and
- dl) Disability;
- m) Predisposing genetic characteristics;

(Continued)

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

- n) Familial status;
- ko) 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.

(Continued)

**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 ~~his or her~~ their membership in a protected class; denying an individual access to facilities or educational benefits on the basis of ~~his or her~~ their membership in a protected class; or impermissibly instituting policies or practices that disproportionately and adversely impact members of a protected class.

(Continued)



## Community Relations

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

Generally stated, harassment consists of subjecting an individual, on the basis of ~~his or her~~ **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. ~~Petty slights or trivial inconveniences generally do not constitute harassing conduct.~~

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.

*\*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**

~~Any person may report discrimination and/or harassment regardless of whether they are the alleged victim or not.~~ 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 the a CRCO, or by any other means that results in the a CRCO receiving the person's oral-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 the 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 will-must be immediately forwarded to the CRCO. 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 discrimination and/or harassment must immediately inform the CRCO.~~ Failure to immediately inform the CRCO may subject the employee to discipline up to and including termination.

~~In addition to complying with this policy, District employees must comply with any other applicable 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).~~

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.

(Continued)



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

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).

**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.

(Continued)



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

**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.

~~—The District will act to promptly, thoroughly, and equitably investigate all complaints, whether oral or written, of discrimination and/or harassment based on any legally protected class and will promptly take appropriate action to protect individuals from further discrimination and/or harassment.~~

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 ~~federal and state laws~~ and regulations, 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*.

(Continued)

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

**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 retaliation against any individual because the individual made a report or complaint, testified, assisted, or participated or refused to participate in an investigation, proceeding, or hearing related to a complaint of discrimination and/or harassment.~~

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.

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.

(Continued)



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

**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.

~~National Labor Relations Act (NLRA), 29 USC Section 151 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.

(Continued)

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

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, and 215, and 740  
New York State Human Rights Law, Executive Law Section 290 et seq.  
Military Law Sections 242, 243, and 318  
8 NYCRR Section 100.2  
9 NYCRR Section 466 et seq.

NOTE: Refer also to Policies #3421 -- Title IX and Sex Discrimination  
#6120 -- Equal Employment Opportunity  
#6121 -- Sexual Harassment in the Workplace  
#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*

Adoption Date

**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;

(Continued)



## Community Relations

**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.

(Continued)

## Community Relations

**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.

(Continued)

## Community Relations

**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.]*

~~Dr. Robert C. B.~~

Superintendent 20 School Lan

District Treasurer 20 School 6

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.

phon  
?  
email

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.

*\*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)

## Community Relations

**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).

(Continued)

**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.

(Continued)

**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.

(Continued)

## Community Relations

**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.

(Continued)

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

Regulations and/or procedures will be developed for reporting, investigating, and remediating 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 seq.

Military Law Sections 242, 243, and 318

8 NYCRR Section 100.2

9 NYCRR Section 466 et seq.

(Continued)



## Community Relations

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

NOTE: Refer also to Policies #3421 – ~~Title IX and Sex Discrimination~~ ✓  
#6120 – Equal Employment Opportunity ✓  
#6121 – Sexual Harassment in the Workplace ✓  
#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*

Adoption Date

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# POLICY

2020

3421  
1 of 20

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*.

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**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

(Continued)

# POLICY

2020

3421  
3 of 20

Community Relations

## **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](mailto: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.

(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.

# POLICY

2020

3421  
5 of 20

Community Relations

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

- f) "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



(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.
- l) 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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**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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**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.

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**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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**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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**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.

# POLICY

2020

3421  
13 of 20

Community Relations

(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.

(Continued)



# POLICY

2020

3421  
14 of 20

Community Relations

## **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.

(Continued)

**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.

(Continued)



**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

(Continued)

# POLICY

2020

3421  
17 of 20

Community Relations

## 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;

(Continued)

# POLICY

2020

3421  
18 of 20

Community Relations

## **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.

(Continued)

# POLICY

2020

3421  
19 of 20

Community Relations

## **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.

(Continued)

# POLICY

2020

3421  
20 of 20

Community Relations

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

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*

Adoption Date

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2019

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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.

**Statement of the Total Funding Allocation**

When required by law, the District will annually submit to the Commissioner of Education and the Director of the Budget a detailed statement of the total funding allocation for each school in the District for the upcoming school budget year. This statement will be in a form developed by the Director of the Budget, in consultation with the Commissioner of Education. This statement will be made publicly available and posted on the District website.

Education Law §§ 1604(35), 1709(20-a), 1711, 1718, 1724, 1950(4)(k), 2508, 2523-2526, 2554(2-a), and 3614

8 NYCRR §§ 170.12(c) and 170.2(l)

Adoption Date – October 10, 2019



**SUBJECT: ADMINISTRATION OF THE BUDGET**

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- 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.
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and 3614

8 NYCRR Sections 170.12(c) and 170.2(l)

*\*Customize to District -- Board approval is required in districts that have not adopted a resolution establishing the Office of Claims Auditor and appointed a Claims Auditor.*

Adoption Date

**SUBJECT: ADMINISTRATION OF THE BUDGET**

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8 NYCRR Sections 170.12(c) and 170.2(l)

*\*Customize to District – Board approval is required in districts that have not adopted a resolution establishing the Office of Claims Auditor and appointed a Claims Auditor.*

Adoption Date



**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.

(Continued)

## Personnel

**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.

(Continued)

## Personnel

**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 each day to allow an employee to express breast milk for her nursing child for up to three years following childbirth. The District will make reasonable efforts to provide a room or other location in close proximity to the work area where the employee can express milk in privacy. The District will not discriminate against an employee who chooses to express breast milk in the workplace.

Reasonable unpaid break time is generally no less than 20 minutes and no more than 30 minutes dependent upon the proximity of the designated location for expressing breast milk. In most situations, the District is required to provide unpaid break time at least once every three hours if requested by the employee. At the employee's option, the District will allow the employee to work before or after her 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 written notice to employees who are returning to work following the birth of a child of their right to take unpaid leave for the purpose of expressing breast milk. This notice may either be provided individually to affected employees or to all employees generally through publication of the notice in the employee handbook or posting of the notice in a central location.

Any employee wishing to avail herself of this benefit is required to give the District advance notice, preferably prior to her return to work, to allow the District an opportunity to establish a location and schedule leave time to accommodate employees as needed.

(Continued)

## Personnel

**SUBJECT: LEAVES OF ABSENCE (Cont'd.)****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 his or her 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 his or her 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.

**h) Military Leave**

The District will comply with state and federal laws regarding military leave and re-employment.

**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 his or her 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.

(Continued)

## Personnel

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

## 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 his or her 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.

## 29 USC § 207(r)

Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 USC §§ 4301-4333

Civil Service Law §§ 71-73 and 159-b

Education Law §§ 1709(16), 2509(6), 2573(12), 3005, 3005-a and 3005-b

General Municipal Law §§ 92, 92-c, and 92-d

Election Law § 3-110

Executive Law § 296(22)

Judiciary Law §§ 519 and 521

Labor Law §§ 202-a, 202-i, 202-j, 202-l and 206-c

Military Law §§ 242 and 243

Penal Law § 215.14

Adoption Date – October 8, 2020

**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.

(Continued)

**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.

(Continued)

**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 ~~each day~~ to allow an employee to express breast milk for ~~her~~ **their** nursing child **each time the employee has reasonable need to express breast milk** for up to three years following childbirth. ~~The District will make reasonable efforts to provide a room or other location in close proximity to the work area where the employee can express milk in privacy. The District will not discriminate against an employee who chooses to express breast milk in the workplace.~~

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.

~~Reasonable unpaid break time is generally no less than 20 minutes and no more than 30 minutes dependent upon the proximity of the designated location for expressing breast milk. In most situations, the District is required to provide unpaid break time at least once every three hours if requested by the employee.~~

(Continued)



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

At the employee's option, the District will allow the employee to work before or after ~~her~~ **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 written notice to employees who are returning to work following the birth of a child of their right to take unpaid leave for the purpose of expressing breast milk. This notice may either be provided individually to affected employees or to all employees generally through publication of the notice in the employee handbook or posting of the notice in a central location.~~

~~Any employee wishing to avail herself of this benefit is required to give the District advance notice, preferably prior to her return to work, to allow the District an opportunity to establish a location and schedule leave time to accommodate employees as needed.~~

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:

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 ~~his or her~~ **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

(Continued)

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

witness in a criminal proceeding, or consultation with the district attorney, or exercising his ~~or her~~ 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.

h) Military Leave

The District will comply with state and federal laws regarding military leave and re-employment.

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 his ~~or her~~ 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

(Continued)

## Personnel

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

~~his or her~~ 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.

29 USC Section 207~~(f)~~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

**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.

(Continued)

## Personnel

**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.

(Continued)

## Personnel

**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:

(Continued)

## Personnel

**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.

(Continued)

## Personnel

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

## h) Military Leave

The District will comply with state and federal laws regarding military leave and re-employment.

## 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.

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

(Continued)



**2023**

6550  
6 of 6

Personnel

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

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

# POLICY

2017

7240  
1 of 6

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;
- b) Not accessible or revealed to any other person except a temporary substitute; and
- 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,

(Continued)

# POLICY

2017

7240  
2 of 6

Students

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

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.

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.

(Continued)

# POLICY

2017

7240  
3 of 6

Students

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

### 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 postsecondary institution at which the student seeks or intends to enroll, or after the student has enrolled or transferred, so long as the disclosure 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) To Juvenile Justice Systems

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.

(Continued)

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

**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.

(Continued)

# POLICY

2017

7240  
6 of 6

Students

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

### **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.

### **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.

### **Parents' Bill of Rights**

The District posts a parents' bill of rights for data privacy and security on its website, and it includes this bill of rights with every contract it enters into with a third-party contractor that receives student, teacher, or principal data. The bill of rights informs parents of the legal requirements regarding privacy, security, and use of student data.

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

NOTE: Refer also to Policies #7241 -- Student Directory Information  
#7242 -- Military Recruiters' Access to Students  
#7243 -- Student Data Breaches  
#7643 -- Transfer Students with Disabilities

Adoption Date – September 14, 2017

**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;
- b) Not accessible or revealed to any other person except a temporary substitute; and
- 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.

(Continued)

## Students

**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

(Continued)



## Students

**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) To Juvenile Justice Systems

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.

(Continued)

## Students

**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.

(Continued)

## Students

**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.

l) For Conducting Studies

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.

(Continued)

**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.

**Parents' Bill of Rights**

~~—The District posts a parents' bill of rights for data privacy and security on its website, and it includes this bill of rights with every contract it enters into with a third-party contractor that receives student, teacher, or principal data. The bill of rights informs parents of the legal requirements regarding privacy, security, and use of student data.~~

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 -- Privacy and Security for Student Data and Teacher and Principal Data](#)

#7241 -- [Student Directory Information](#)

#7242 -- [Military Recruiters and Institutions of Higher Education](#)

~~#7243 -- [Student Data Breaches](#)~~

#7643 -- [Transfer Students with Disabilities](#)

Adoption Date

**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;
- b) Not accessible or revealed to any other person except a temporary substitute; and
- 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.

(Continued)

## Students

**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

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## Students

**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) To Juvenile Justice Systems

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.

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## Students

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(Continued)



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Family Educational Rights and Privacy Act of 1974, 20 USC § 1232g  
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Adoption Date