

## BOARD OF EDUCATION MEETING Tuesday, June 8, 2023

6:00 p.m. Regular Meeting, LLCS Cafeteria

- I. Call to Order President of the Board
  - a. Pledge of Allegiance
  - b. \*Minutes of the May 9, 2023 Regular Meeting
  - c. \*Minutes of the May 16, 2023 Budget Hearing
  - d. Next Regular Meeting TBD
- II. Presentations
  - a. John Jojo, Mosaic Architect, Capital Project
- III. Public Participation
- IV. Superintendent's Update
- V. Business Affairs
  - a. \*April 2023 Treasurer Reports
  - b. Comprehensive Budget and Revenue Status Reports
  - c. Warrants
  - d. \*Budget Transfers
- VI. Recommendations for Approval
  - a. \*Results of May 16, 2023 Vote
  - \*School Physician / Medical Director / Director of School Health Services Contract for the 2023-2024 School Year
  - c. \*Rates of Pay for the 2023-2024 School Year
  - d. \*Tamara Combs as Arts in Education Coordinator, Joshua Tremblay as Athletic Coordinator, Christopher Sass as Technology Coordinator, Aaron Chambers as Boys Modified Soccer Coach, Kami Farr as Elementary Basketball Coach, Trisha Hosley as Boys Varsity Basketball Coach, James Piraino as Boys Modified Baseball Coach, Tamara Combs as 9th Grade Advisor, Michele Gannon as 10th Grade Advisor, Bradley Countermine as 11th Grade Advisor, Joshua Tremblay as 12th Grade Advisor, Kami Farr as Trapshooting Club Advisor for Fall, Kami Farr as Trapshooting Club Advisor for Fall, Kami Farr as Trapshooting Club Advisor, Sean O'Shell as Student Council Advisor, Lacey Dukett as National Honor Society Advisor, Molly Stewart as Outing Club Advisor, Sean O'Shell as Student Council Advisor, Michele Gannon as Yearbook Advisor for 2023-2024 School Year
  - e. \*Recognize Benjamin Conboy as Boys Varsity Soccer Coach, Emily Stephen as Girls Varsity Soccer Coach, Ray Hoag as Girls Modified Soccer Coach, Eric McCauliffe as Girls Varsity Basketball Coach, Travis Howe as Boys Modified Basketball Coach, Ray Hoag as Boys Varsity Baseball for 2023-2024 School Year
  - f. \*Legal Retainer with Girvin & Ferlazzo for the 2023-2024 School Year

- g. \*Non-Resident Student Tuition Rates for the 2023-2024 School Year
- h. \*Bus Maintenance Contract with Tupper Lake School District for 2023-2024 School Year
- i. \*Stage Monitor Donation to Music Department
- j. \*CSE Recommendations for Student #s 202715, 202827
- k. \*Aaron Chambers as PK-12 Physical Education/Health Teacher effective September 1, 2023

### VII. General Discussion

a. Community Bank Interest Match Offer

## VIII. Policy 1st Readings

- a. \*Policy #6121 Sexual Harassment in the Workplace
- b. \*Policy #6130 Evaluation of Personnel
- c. \*Policy #7150 Remote Learning
- d. \*Policy #8450 Home, Hospital, or Institutional Instruction (Homebound Instruction)
- IX. 2<sup>nd</sup> Public Participation
- X. Executive Session
- XI. Adjourn

## LONG LAKE CENTRAL SCHOOL DISTRICT DRAFT BOARD MEETING MINUTES

Date:

May 9, 2023

Time:

5:00 p.m.

Type of Meeting:

Regular Meeting

Place:

LLCS Cafeteria

**Members Present:** 

Michael Farrell

Trisha Hosley- arrived at 5:20pm

Joan Paula Tara Murphy

Members Absent:

None

Others Present: Noelle Short-Principal/Superintendent, Elizabeth Hosley-Clerk of the Board, David Snide, Dale Breault, Paul (PJ) Preuss

Call to Order: The President called the meeting to order at 5:01 p.m. and followed with the Pledge of Allegiance.

**Approved:** On Motion by Tara Murphy, seconded by Mike Farrell, with all in favor, **minutes of the April 20, 2023, regular meeting**.

**Approved:** On Motion by Joan Paula, seconded by Tara Murphy, with all in favor, **minutes of the April 25, 2023, special meeting**.

The next meeting date is Thursday, June 8, 2023, at 6 p.m.

Public Participation: None

### **Presentations:**

Dale Breault, FEH BOCES District Superintendent, presented his consulting services for Selecting a New Superintendent of Schools.

Trisha Hosley arrived at 5:20 pm.

Approved: On Motion by Michael Farrell, seconded by Trisha Hosley, with all in favor, to appoint Dale L. Breault, Jr., District Superintendent of Schools, as search consultant for the position of Long Lake Central School Superintendent of Schools.

### Superintendent's Update:

Student Council is hosting **Prom** on Sat May 13, 2023 at the Long View Lodge. The theme this year is Enchanted Evening.

**Budget Vote** is Tuesday, May 16<sup>th</sup>, between 2pm – 8pm in the cafeteria.

**Spring Concert** is May 16<sup>th</sup> at 6pm. The music selected this year is from the students' favorite movies.

Three teams competed at the **Envirothon** this year and won first and third place. First place winners will compete at the state tournament later in May.

Griffin Farr shot a perfect straight 25 during Clay Target competition.

The 3-6 graders had an exciting and fun Spring Fling dance in the gym.

On April 25<sup>th</sup> fifteen students participated in the **CASMA Spring Festival**. Both choir and band preformed at the event.

**Pre-K and Kindergarten Registration** is open until May 17<sup>th</sup>. It is advertised in newspapers, on the school website and sign, on Facebook and local parents have been reached out to. May 31<sup>st</sup> will be the screenings.

**Tennis courts** are open for the year. They are open to the public from dawn to dusk excluding hours school is in session.

The school is participating in the Town of Long Lake and the County **Memorial Day Parades** to be held on May 29<sup>th</sup>. The American Legion reached out with an idea to include elementary students carring flags during the parades. Long Lake Central School marching band including students in 7-12 grade band will perform in both parades.

The conversation with Newcomb about merging sports programs will not be moving forward.

Fall 2023 Soccer sign-ups are up.

The Health Safety and Wellness Committee met with the Maintenance Committee and discussed topics such as emergency evacuations, Narcan, air purifier maintenance and NYS Police walk throughs.

Bike Long Lake will be donating a bike rack to be placed by the tennis courts.

Open House activities are being scheduled.

The new above ground Fuel Tank is online. The underground tank will be closed per DEC regulations.

An onsite contractor meeting for phase two of the **Capital Project** is scheduled for May 19<sup>th</sup> to discuss logistics for the summer project completion.

Physical Education open teacher position is posted as well as a anticipated opening for an Elementary Education teacher.

### **Business Affairs:**

**Approved:** On Motion by Trisha Hosley, seconded by Joan Paula, with all in favor, the March 2023 **Treasurer Reports**.

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

### Recommendations for Approval:

**Approved:** On Motion by Michael Farrell, seconded by Tara Murphy, with all in favor, **Policy #7512 Student Physicals.** 

Approved: On Motion by Tara Murphy, seconded by Trisha Hosley, with all in favor, Policy #7670 Due Process Complaints: Selection and Board Appointment of Impartial Hearing Officers.

Approved: On Motion by Michael Farrell, seconded by Trisha Hosley, with all in favor, CSE Recommendations for Student #s 202771, 202827, 202746, 202402.

Approved: On Motion by Trisha Hosley, seconded by Tara Murphy, with all in favor, Resignation of Alexander Garrett as PK-12 Physical Education/Health Teacher effective June 30, 2023.

Approved: On Motion by Michael Farrell, seconded by Joan Paula, with all in favor, Resignation of Julie Puterko as Girls Varsity Softball Coach Effective May 1, 2023.

Approved: On Motion by Mike Farrell, seconded by Tara Murphy, with all in favor, Recognition of Eric McCauliffe as Girls Varsity Softball Coach Effective May 1, 2023.

Approved: On Motion by Trisha Hosley, seconded by Michael Farrell, with all in favor, Food Service Agreement with Tupper Lake Central School District for 2023-2024 School Year.

Approved: On Motion by Tara Murphy, seconded by Joan Paula, with all in favor, Envirothon Trip May 23-24, 2023.

Approved: On Motion by Trisha Hosley, seconded by Tara Murphy, with all in favor, Dustin Traynor's Request for Five (5) Unpaid Days Off.

### General Discussion:

The Board reviewed the received property purchase offer and the NYS school law that says a school can not sell a piece of property that is in use. This piece of property is in use and not available for sale.

Policy 1st Readings: None

Approved: On Motion by Michael Farrell seconded by Tara Murphy, with all in favor, to extend the regular meeting in order to begin the Budget Hearing at 7:00.

**Approved:** On Motion by Michael Farrell seconded by Trisha Hosley, with all in favor, to resume the regular meeting at 7:32.

2<sup>nd</sup> Public Participation: None

Executive Session: On Motion by Michael Farrell seconded by Trisha Hosley, with all in favor, enter Executive Session at 7:33 to discuss employment history of one particular person.

**Approved:** On Motion by Tara Murphy seconded by Trisha Hosley, with all in favor, to leave Executive Session at 7:59 p.m.

**Adjournment:** On Motion by Tara Murphy, seconded by Trisha Hosley, with all in favor, the Board adjourned at 8:00 p.m.

Clerk of the Board

Elizabeth Hosley

## LONG LAKE CENTRAL SCHOOL DISTRICT DRAFT BUDGET HEARING MINUTES

**Date:** May 16, 2023

**Time:** 7:00 p.m.

Type of Meeting: Annual Budget Hearing

Place: LLCS Cafeteria

Members Present: Michael Farrell

Trisha Hosley Joan Paula Tara Murphy

Members Absent: None

Others Present: Noelle Short-Principal/Superintendent, Elizabeth Hosley-Clerk of the Board, David Snide, Paul (PJ) Preuss

The meeting was called to order at 7:02 p.m.

### **Budget Comments:**

The School District Budget, School District Report Card and Financial Transparency Report were made available to the public and available on our website.

Noelle Short highlighted the district facts, proposed 2023-2024 budget, the estimated tax levy and the estimated tax rate.

The meeting adjourned at 7:32 p.m.

Clerk of the Board

Elizabeth Hosley

bank statement, as reconciled.

Deputy Treasurer of School-District

### TREASURER'S MONTHLY REPORT **FUND: SCHOLARSHIP FUND** For the Period from April 1, 2023 thru April 30, 2023 Total available balance as reported at the end of preceding period \$ 2,291,88 Receipts during the month: (with breakdown of source including full amount of all short-term loans) <u>Date</u> Source Deposits April \$ 1,895.00 Interest \$ 0.03 **Total Receipts** 1,895.03 Total receipts, including balance \$ 4,186.91 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 4,186.91 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month 4,186.91 less outstanding checks see attached Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) 4,186.91 Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a true reconciliation) 4,186.91 Received by the Board of Education and entered This is to certify that the as a part of the minutes of the Board meeting held above cash balance is in agreement with my

Clerk of the Board of Education

### TREASURER'S MONTHLY REPORT **FUND: MONEY MARKET-NY CLASS** For the Period from April 1, 2023 thru April 30, 2023 Total available balance as reported at the end of preceding period 1,737,411.75 Receipts during the month: (with breakdown of source including full amount of all short-term loans) <u>Date</u> Source<sub></sub> April Deposits Interest \$ 6,710.88 Total Receipts \$ 6,710.88 Total receipts, including balance 1,744,122.63 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 1,744,122.63 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month 1,744,122.63 Less outstanding checks Net balance in bank (Should agree with Cash Balance above unless 1,744,122.63 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) 1,744,122.63

This is to certify that the

bank statement, as reconciled.

Deputy Treasurer of School District

above cash balance is in agreement with my

Received by the Board of Education and entered

Clerk of the Board of Education

as a part of the minutes of the Board meeting held

### TREASURER'S MONTHLY REPORT **FUND: LUNCH FUND** For the Period from April 1, 2023 thru April 30, 2023 Total available balance as reported at the end of preceding period \$ 18,289.80 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source April Deposits 937.35 Interest 0.12 **Total Receipts** 937.47 Total receipts, including balance 19,227.27 Disbursements made during the month: By Check-From Check 2454 - 2458 \$ 4,146.13 **EFT Transfers** 6,743.30 Total amount of checks issued and debit charges \$ 10,889.43 Cash balance as shown by records 8,337.84 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month \$ 8,337.84 Less outstanding checks see attached Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) 8.337.84 Amount of receipts undeposited Total available balance (must agree with Cash Balance above if there is a true reconciliation) 8,337.84

This is to certify that the

bank statement, as reconciled.

Deputy Treasurer of School District

above cash balance is in agreement with my

Received by the Board of Education and entered

Clerk of the Board of Education

as a part of the minutes of the Board meeting held

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## TREASURER'S MONTHLY REPORT FUND: GENERAL FUND

For Period from April 1, 2023 thru April 30, 2023

Total available balance as reporte	ed at the end of preceding period		\$	86,085.04
Receipts during the month: (with of all short-term loans)	breakdown of source including full amou	ınt		
<u>Date</u> April	<u>Source</u> Deposits Interest		\$	405,632.45 1.13
	Total Receipts Total receipts, including b	palance	\$ \$	405,633.58 491,718.62
Disbursements made during the r	· · · · · · · · · · · · · · · · · · ·		•	, , , , , , , , , , , , , , , , ,
	By Check-From Check #18025-18075 EFT Transfers		\$ \$	238,353.87 160,509.03 -
Total amount of checks issued an	d debit charges		\$	398,862.90
Cash balance as shown by recor	ds		\$	92,855.72
RECONCILIATION WITH BANK S Balance as given on bank statement Deposit in transit			\$	96,418.88
Less outstanding checks	see attached		\$	3,563.16
Net balance in bank (Should agre there are undeposited funds in Amount of receipts undeposited(S			\$	92,855.72 -
Total available balance (must agrettrue reconciliation)	ee with Cash Balance above if there is a		\$	92,855.72
Received by the Board of Education as a part of the minutes of the Board	ard meeting held		above in agr	is to certify that the e cash balance is reement with my statement, as reconciled.
	20			Julie Peterto
Clerk of the Board of Education			Depu	ty Treasurer of School District

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

For the Period from April 1, 2023 thru April 30, 2023 Total available balance as reported at the end of preceding period \$ 7,169.62 Receipts during the month: (with breakdown of source including full amount of all short-term loans) **Date** Source 5 | Deposits 657.20 April \$ Interest \$ 0.06 **Total Receipts** \$ 657.26 Total receipts, including balance 7,826.88 Disbursements made during the month: By Check-From Check:# **EFT Transfers** \$363.51 By Debit Charge Total amount of checks issued and debit charges 363.51 Cash balance as shown by records 7,463.37 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month 7,563.37 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) \$ 7,463.37 Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a 7,463.37 true reconciliation) This is to certify that the Received by the Board of Education and entered above cash balance is as a part of the minutes of the Board meeting held in agreement with my 20 bank statement, as reconciled. Clerk of the Board of Education Deputy Treasurer of School District

### TREASURER'S MONTHLY REPORT FUND: MONEY MARKET ACCOUNT

For the Period from April 1, 2023 thru April 30, 2023 893,401.83 Total available balance as reported at the end of preceding period \$ Receipts during the month: (with breakdown of source including full amount of all short-term loans) Source Date April Deposits \$ 27,997.06 Interest \$ 56.44 28,053.50 **Total Receipts** Total receipts, including balance \$ 921,455.33 Disbursements made during the month: By Check: **EFT Transfers** \$ 398,525.64 By Debit \$ Total amount of checks issued and debit charges \$ 398,525.64 Cash balance as shown by records 522,929.69 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month \$ 522,929.69 Less outstanding checks Net balance in bank (Should agree with Cash Balance above unless 522,929.69 \$ 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) 522,929.69 Received by the Board of Education and entered This is to certify that the above cash balance is as a part of the minutes of the Board meeting held in agreement with my 20 bank-statement, as reconciled. Clerk of the Board of Education Deputy Treasurer of School District

### TREASURER'S MONTHLY REPORT

FUND: CAPITAL FUND

For the Period from April 1, 2023 thru April 30, 2023

Total available balance as reporte	d at the end of preceding period	\$553,746.74
Receipts during the month: (with of all short-term loans)	breakdown of source including full amount	
<u>Date</u>	Source	
April	Deposits	
	Interest	<u>\$ 4.43</u>
	Total Receipts	\$ 4.43
	Total receipts, including bala	nce \$ 553,751.17
Disbursements made during the m		
	By Check: 1099	\$ 32,402.75
	EFT Transfers	\$ -
	By Debit Charge	<u>\$</u>
Total amount of checks issued and	d debit charges:	\$ 32,402.75
Cash balance as shown by record	ds	\$ 521,348.42
RECONCILIATION WITH BANK S Balance as given on bank stateme Less total of outstanding checks		\$521,348.42
Net balance in bank (Should agree There are undeposited funds in Amount of receipts undeposited (S	treasurer's hands)	\$ 521,348.42 
Total available balance (must agre true reconciliation)	e with Cash Balance above if there is a	<u>\$521,348.42</u>
Received by the Board of Education	n and entered	This is to certify that the
as a part of the minutes of the Boa		above cash balance is
	20	in agreement with my bank statement, as reconciled.
Clerk of the Board of Education		Deputy Treasurer of School District

### TREASURER'S MONTHLY REPORT FUND: COURTNEY SCHOLARSHIP-NY CLASS For the Period from April 1, 2023 thru April 30, 2023 2,133.75 Total available balance as reported at the end of preceding period \$ Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source \$ April Deposits 8.22 Interest \$ **Total Receipts** 8.22 \$ Total receipts, including balance 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 2,141.97 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month \$ 2,141.97 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) 2,141.97 Received by the Board of Education and entered This is to certify that the above cash balance is as a part of the minutes of the Board meeting held in agreement with my bank statement, as reconciled. 20

Deputy Treasurer of School District

Clerk of the Board of Education

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

For the Period from April 1, 2023 thru April 30, 2023 Total available balance as reported at the end of preceding period \$ 6,949.03 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source April Deposits \$ Interest \$ 26.85 **Total Receipts** \$ 26.85 Total receipts, including balance \$ 6,975.88 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 6,975.88 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month \$ 6,975.88 less outstanding checks \$ see attached \$ Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) 6,975.88 Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a true reconciliation) 6,975.88 Received by the Board of Education and entered This is to certify that the as a part of the minutes of the Board meeting held above cash balance is in agreement with my bank statement, as-reconciled. Clerk of the Board of Education Deputy Treasurer of School District

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

For the Period from April	1, 2023 thru April 30,	2023		
Total available balance a	s reported at the end	of preceding period	\$	9,328.94
of all short-term loans)		f source including full amount		
<u>Date</u> April	<u>Source</u> Deposits		\$	_
дрш	Interest		\$	36.05
		Total Receipts	\$	36.05
		Total receipts, including balance	\$	9,364.99
Disbursements made du	ring the month:			
	y Check-from Check #		\$	-
	EFT Trans	fers		-
Total amount of checks is	ssued and debit chard	es	\$	<u> </u>
			<u> </u>	
Cash balance as shown	by records		\$	9,364.99
RECONCILIATION WITH	H BANK STATEMENT			
Balance as given on ban	k statement, end of m	onth	\$	9,364.99
less outstanding checks	ee attached		\$ \$	-
50	ee allached		Ψ	<del>-</del>
Net balance in bank (Sho	ould agree with Cash E	Balance above unless		
There are undeposited			\$	9,364.99
Amount of receipts under	posited (See attached	schedules)		
Total available balance (r	must agree with Cash	Balance above if there is a		
true recor	nciliation)		\$	9,364.99
Received by the Board of	f Education and entere	ed.	This is	s to certify that the
as a part of the minutes of			above	cash balance is
	00			eement with my
	20		bank	statement, as reconciled.
				file Putation
Clerk of the Board of Edu	ıcation		Deput	Treasurer of School District

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

For the Period from April 1, 20	23 thru April 30, 2023			
Total available balance as repo	orted at the end of precedi	ing period	\$	74,164.62
Receipts during the month: (w of all short-term loans)	vith breakdown of source i	ncluding full amount		
<u>Date</u>	Source		•	
April	Deposits Interest		\$ \$	286.47
	meresi		Ψ	200.47
	Total R	eceipts	\$	286.47
		eceipts, including balance	\$	74,451.09
			·	•
Disbursements made during th			•	
By Che	eck-from Check # EFT Transfers		\$	<u>-</u>
	EFT Hallsters			-
Total amount of checks issued	l and debit charges		\$	
	•			
Cash balance as shown by re-	cords		\$	74,451.09
DECONOU INTIONI MITTI DAN	IV CTATEMENT			
RECONCILIATION WITH BAN Balance as given on bank state			\$	74,451.09
less outstanding checks	oment, end of monar		\$	-
see atta	ached		\$	
Net balance in bank (Should a		bove unless		
There are undeposited fund	•	->		
Amount of receipts undeposite	d (See attached schedule	s)		74,451.09
				7 1, 10 1,00
Total available balance (must a	agree with Cash Balance a	above if there is a		
true reconciliati			\$	74,451.09
Received by the Board of Educ				s to certify that the e cash balance is
as a part of the minutes of the	Board meeting neid			e cash balance is eement with my
	20			statement, as reconciled.
				1, 2
<u> </u>				Julie Felfulls
Clerk of the Board of Education	n		Depui	ty Treasurer of School District

### TREASURER'S MONTHLY REPORT

Clerk of the Board of Education

### **FUND: PAYROLL FUND**

For the Period from April 1, 2023 thru April 30, 2023 \$ 1,000.00 Total available balance as reported at the end of preceding period Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source April Deposits 102,109.40 **Total Receipts** \$ 102,109.40 Total receipts, including balance \$ 103,109.40 Disbursements made during the month: 102,109.40 **EFT Transfers/Direct Deposit** 102,109.40 Total amount of checks issued and debit charges: 1,000.00 Cash balance as shown by records 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-1,000.00 Total available balance (must agree with Cash Balance above if there is a true reconciliation) This is to certify that the Received by the Board of Education and entered above cash balance is in agreement with my as a part of the minutes of the Board meeting held bank statement, as reconciled. 20

Deputy Treasurer of School District

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

For the Period from April 1, 2023 thru April 30, 2023

Total available balance as reported at the end of preceding period \$ 57,680.09

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

Date Source

<u>Date</u> Source Deposits April Interest 222.76 **Total Receipts** \$ 222.76 Total receipts, including balance \$ 57,902.85 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 57,902.85 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month \$ 57,902.85 less outstanding checks \$ see attached

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)

\$ 57,902.85

Total available balance (must agree with Cash Balance above if there is a true reconciliation) \$ 57,902.85

Received by the Board of Education and entered as a part of the minutes of the Board meeting held above cash balance is in agreement with my

Clerk of the Board of Education Deputy Treasurer of School District

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

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Clerk of the Board of Education

For the Period from April 1, 2023 thru April 30, 2023 Total available balance as reported at the end of preceding period \$ 10,256.54 Receipts during the month: (with breakdown of source including full amount of all short-term loans) <u>Date</u> Source April Deposits Interest 39.64 **Total Receipts** 39.64 \$ Total receipts, including balance 10,296.18 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 10,296.18 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month \$ 10,296.18 less outstanding checks \$ see attached \$ Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) 10,296.18 Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a true reconciliation) 10,296.18 Received by the Board of Education and entered This is to certify that the as a part of the minutes of the Board meeting held above cash balance is

in agreement with my

bank statement, as reconciled.

Deputy Treasurer of School District

### TREASURER'S MONTHLY REPORT **FUND: REPAIR RESERVE-NY CLASS** For the Period from April 1, 2023 thru April 30, 2023 14,220.19 Total available balance as reported at the end of preceding period \$ Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source April Deposits 54.95 Interest 54.95 **Total Receipts** Total receipts, including balance 14,275.14 Disbursements made during the month: By Check-from check # \$ **EFT Transfers** By Debit Charge \$ Total amount of checks issued and debit charges 14,275.14 Cash balance as shown by records \$ RECONCILIATION WITH BANK STATEMENT 14,275.14 \$ Balance as given on bank statement, end of month less outstanding checks \$ \$ 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)

true reconciliation)

Received by the Board of Education and entered

Clerk of the Board of Education

as a part of the minutes of the Board meeting held

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

20

14,275.14

14,275.14

This is to certify that the above cash balance is

bank statement, as reconciled.

Deputy Treasurer of School District

in agreement with my

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

For the Period from April 1, 2023 thru April 30, 2023 Total available balance as reported at the end of preceding period \$ 40,276.80 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source April Deposits Interest 155.57 155.57 **Total Receipts** \$ 40,432.37 Total receipts, including balance Disbursements made during the month: \$ By Check-from check # **EFT Transfers** By Debit Charge Total amount of checks issued and debit charges 40,432.37 Cash balance as shown by records RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month \$ 40,432.37 less outstanding checks see attached Net balance in bank (Should agree with Cash Balance above unless 40,432.37 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 40,432.37 true reconciliation) This is to certify that the Received by the Board of Education and entered as a part of the minutes of the Board meeting held above cash balance is in agreement with my bank statement, as reconciled. 20 Deputy Treasurer of School District Clerk of the Board of Education

## FUND: HRA TREASURER'S MONTHLY REPORT For the Period from April 1, 2023 thru April 30, 2023 \$ Total available balance as reported at the end of preceding period Receipts during the month: (with breakdown of source including full amount of all short-term loans) <u>Date</u> Source 250.00 April Deposits Interest \$ **Total Receipts** 250.00 Total receipts, including balance 250.00 Disbursements made during the month: By Check: **EFT Transfers** By Debit Charge Total amount of checks issued and debit charges 250.00 Cash balance as shown by records RECONCILIATION WITH BANK STATEMENT \$250.00 Balance as given on bank statement, end of month Less outstanding checks Net balance in bank (Should agree with Cash Balance above unless 250.00

\$250.00

bank statement, as reconciled.

Deputy Treasurer of School District

This is to certify that the

above cash balance is in agreement with my

there are undeposited funds in treasurer's hands)
Amount of receipts undeposited(See attached schedules)

true reconciliation)

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

Clerk of the Board of Education

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

20





Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumpered	Available
A 1010.400-0000	BOE Contractual Expense		7,100.00	0.00	7,100.00	1,321.34	00:00	5,778.66
A 1010,450-0000	BOE Materials and Supplies		1,800.00	0.00	1,800.00	511.70	147.97	1,140.33
A 1010.490-0000	BOE BOCES Services		7,687.00	0.00	7,687.00	5,832.09	0.00	1,854.91
1010	BOARD OF EDUCATION	*	16,587.00	0.00	16,587.00	7,665.13	147.97	8,773.90
A 1040,160-0000	BOE District Clerk Salaries		2,496.00	0.00	2,496.00	2,604.96	00:00	-108.96
A 1040,400-0000	BOE District Clerk Contractual		4,500.00	0.00	4,500.00	3,682.55	0.00	817.45
1040	DISTRICT CLERK	*	6,996.00	0.00	6,996.00	6,287.51	00:00	708.49
10		*	23,583.00	00.0	23,583.00	13,952.64	147.97	9,482.39
A 1240.160-0000	Support Staff Salaries		140,175.00	00:00	140,175.00	113,600.60	0.00	26,574.40
A 1240.170-0000	Leave Sellback		0.00	9,234.00	9,234.00	9,234.00	0.00	0.00
A 1240.200-0000	Central Admin Equipment		1,000.00	0.00	1,000.00	483.83	00:00	516.17
A 1240.400-0000	Central Admin Contractual		15,805.00	-2,440.00	13,365.00	8,189.27	00.00	5,175.73
A 1240.450-0000	Central Admin Materials & Supplies		2,000.00	71.97	2,071.97	1,328.84	0.00	743.13
1240	CHIEF SCHOOL ADMINISTRATOR	*	158,980.00	6,865.97	165,845.97	132,836.54	0.00	33,009.43
12		*	158,980.00	6,865.97	165,845.97	132,836.54	0.00	33,009.43
A 1310.160-0000	Finance Business Admin Salaries		78,669.00	00.00	78,669.00	80,895.12	00:00	-2,226.12
A 1310,490-0000	Finance BOCES Services		24,370.00	00:00	24,370.00	18,766.36	00'0	5,603.64
1310	BUSINESS ADMINISTRATION	*	103,039.00	0.00	103,039.00	99,661.48	00'0	3,377.52
A 1320.160-0000	Finance Auditing Salaries		583.00	0.00	583.00	22.65	00:00	560.35
A 1320.400-0000	Finance Auditor Contractual		8,000.00	00:0	8,000.00	900.00	0.00	7,100.00
1320	AUDITING	*	8,583.00	0.00	8,583.00	922,65	0.00	7,660.35
A 1325.160-0000	Finance District Treasurer		19,282.00	0.00	19,282.00	17,776.80	00.00	1,505.20
A 1325.450-0000	Finance District Treasurer Supplies		250.00	0.00	250.00	00.00	00.00	250.00
1325	TREASURER	*	19,532.00	0.00	19,532.00	17,776.80	0.00	1,755.20
A 1330.160-0000	Finance Tax Collector Salary		4,304.00	0.00	4,304.00	4,304.00	0.00	0.00
A 1330.400-0000	Finance Tax Collector Contractual		1,500.00	0.00	1,500.00	1,496.52	00.00	3.48
A 1330.450-0000	Finance Tax Collector Materials & Supplies	plies	100.00	00:00	100.00	00:00	00.00	100.00
1330	TAX COLLECTOR	*	5,904.00	0.00	5,904.00	5,800.52	0.00	103.48
13		*	137,058.00	0.00	137,058.00	124,161.45	0.00	12,896.55
A 1420.400-0000	Legal Contractual		14,000.00	00:0	14,000.00	6,062.50	0.00	7,937.50
1420	LEGAL	*	14,000.00	0.00	14,000.00	6,062.50	00'0	7,937.50
A 1430,490-0000	Personnel - BOCES Services		1,957.00	00.00	1,957.00	1,502.78	0.00	454.22
1430	PERSONNEL	*	1,957.00	0.00	1,957.00	1,502.78	0.00	454.22
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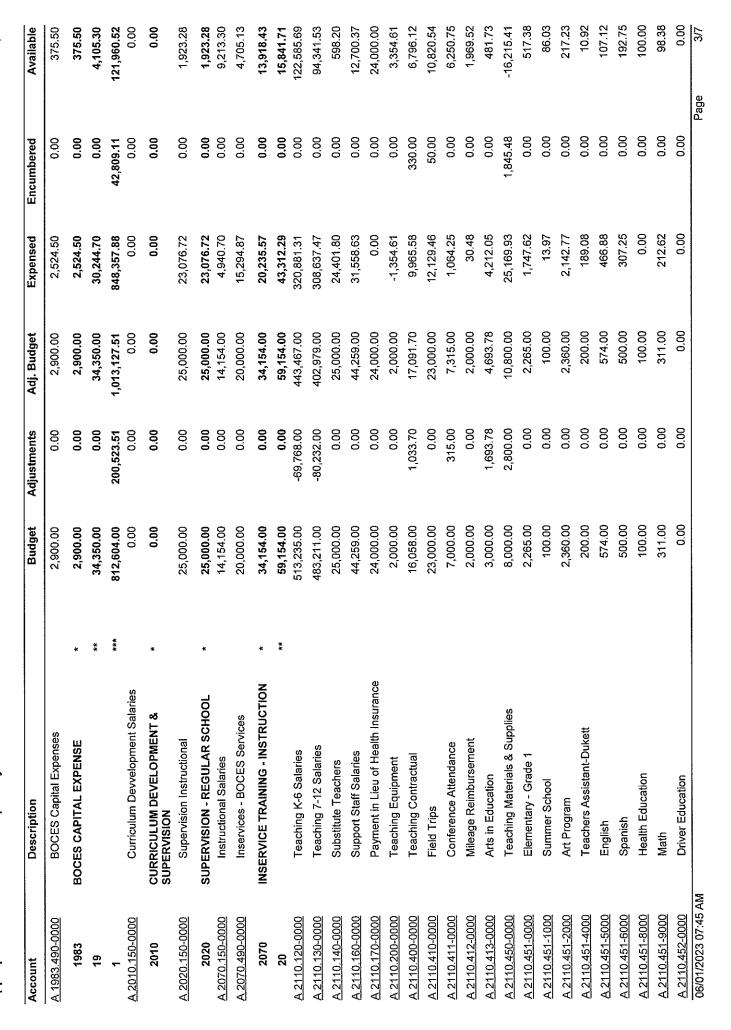
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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumpered	Available
A 1480.400-0000	Public Info Contractual		400.00	0.00	400.00	79.00	00.0	321.00
A 1480.450-0000	Public Info/Printing Charges		1,000.00	0.00	1,000.00	0.00	00'0	1,000.00
1480	PUBLIC INFORMATON & SERVICES	*	1,400.00	0.00	1,400.00	79.00	00'0	1,321.00
14		**	17,357.00	0.00	17,357.00	7,644.28	0.00	9,712.72
A 1620.160-0000	Central Services Support Staff Salaries	10	100,829.00	00'0	100,829.00	94,288.59	00.00	6,540.41
A 1620.200-0000	Central Services Equipment		0.00	00:00	0.00	0.00	0.00	0.00
A 1620.400-0000	Central Services Contractual	7	72,166.00	150,150.00	222,316.00	219,906.45	00.00	2,409.55
A 1620.410-0000	Central Services Fuel Oil	8	85,000.00	0.00	85,000.00	51,286.49	33,441.86	271.65
A 1620.420-0000	Central Services Television		2,000.00	0.00	2,000.00	1,584.64	00.00	415.36
A 1620.430-0000	Central Services Electricity	N	25,000.00	0.00	25,000.00	17,879.56	0.00	7,120.44
A 1620,440-0000	Central Services Water Rent		1,000.00	0.00	1,000.00	1,000.00	0.00	0.00
A 1620.450-0000	Central Services Materials & Supplies	Q	25,000.00	749.49	25,749.49	21,173.48	4,089.58	486.43
A 1620.451-0000	Custodial Supplies - COVID		00:00	2,443.16	2,443.16	2,443.16	00:00	0.00
A 1620.460-0000	Central Services Telephone		9,000.00	00.00	00'000'6	4,559.31	0.00	4,440.69
A 1620.480-0000	Central Services LP Gas		100.00	00'0	100.00	36.72	0.00	63.28
A 1620,490-0000	Central Services BOCES	•	11,000.00	0.00	11,000.00	9,259.32	0.00	1,740.68
1620	OPERATION OF PLANT	*	331,095.00	153,342.65	484,437.65	423,417.72	37,531.44	23,488.49
A 1621.160-0000	Mainten Support Staff Salaries		15,856.00	0.00	15,856.00	15,742.99	00:00	113.01
A 1621,400-0000	Maintenance Contractual Exp	(4	27,500.00	40,300.00	67,800.00	45,514.88	5,129.70	17,155.42
1621	MAINTENANCE OF PLANT	*	43,356.00	40,300.00	83,656.00	61,257.87	5,129.70	17,268.43
A 1670,400-0000	Contractual		825.00	0.00	825.00	811.80	0.00	13.20
A 1670,450-0000	Postage		3,000.00	14.89	3,014.89	1,688.15	00:00	1,326.74
A 1670.490-0000	Printing - BOCES Services		1,000.00	0.00	1,000.00	297.00	00.00	703.00
1670	CENTRAL PRINTING & MAILING	*	4,825.00	14.89	4,839.89	2,796.95	0.00	2,042.94
A 1000.430-0000		•	02,000.00	00.0	92,000.00	52,045.73	00:0	9,904.27
1600	CENTRAL DATA PROCESSING		02,000.00	0.00	624 022 54	52,045.73	0.00	9,904.2/
A 1910.400-0000	Unallocated Insurance		1,000.00	0.00	1,000.00	584.10	0.00	415.90
1910	UNALLOCATED INSURANCE	*	1,000.00	0.00	1,000.00	584.10	0.00	415.90
A 1920.400-0000	School Association Dues		5,450.00	0.00	5,450.00	4,880.00	0.00	570.00
1920	SCHOOL ASSOCIATION DUES	*	5,450.00	0.00	5,450.00	4,880.00	0.00	570.00
A 1981,490-0000	BOCES Administrative Costs		25,000.00	0.00	25,000.00	22,256.10	0.00	2,743.90
1981	BOCES ADMINISTRATIVE COSTS	*	25,000.00	0.00	25,000.00	22,256.10	0.00	2,743.90
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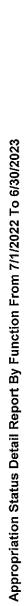








Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.452-1000	Elementary - Gaffney/SPED	300.00	0.00	300.00	19.46	0.00	280.54
A 2110.452-2000	Music	1,162.00	0.00	1,162.00	974.93	0.00	187.07
A 2110.452-3000	Phys Ed	1,715.00	0.00	1,715.00	1,568.14	0.00	146.86
A 2110.452-4000	Science	1,080.00	0.00	1,080.00	460.39	146.12	473.49
A 2110.452-5000	Social Studies	150.00	0.00	150.00	143.31	0.00	69.9
A 2110.452-6000	Technology	1,650.00	0.00	1,650.00	1,043.96	0.00	606.04
A 2110.452-7000	Elementary - PreK/Teaching Assistant	00'006	0.00	900.00	686.55	0.00	213.45
A 2110.452-9000	Teachers Aide Supplies-Kilpatrick	250.00	0.00	250.00	215.22	0.00	34.78
A 2110.453-0000	Elementary - Furlong	416.00	0.00	416.00	310.08	30.94	74.98
A 2110.454-0000	Elementary - Grade 2	650.00	0.00	650.00	423.74	00'0	226.26
A 2110.455-0000	Elementary - Grade 3/4	00.009	0.00	600.00	341.77	51.48	206.75
A 2110.456-0000	Elementary - Grade 5/6	250.00	0.00	250.00	30.97	0.00	219.03
A 2110.458-0000	Elementary - Grade K	500.00	0.00	500.00	63.98	0.00	436.02
A 2110.459-1000	Ace Committee	1,500.00	0.00	1,500.00	60.00	0.00	1,440.00
A 2110,459-2000	STEM	1,160.00	0.00	1,160.00	908.14	0.00	251.86
A 2110,459-3000	Committees	1,500.00	0.00	1,500.00	355.82	00.0	1,144.18
A 2110.480-0000	Teaching Textbooks	7,550.00	0.00	7,550.00	4,790.57	0.00	2,759.43
A 2110.490-0000	Teaching BOCES	0.00	0.00	0.00	-6,186.87	0.00	6,186.87
2110	TEACHING - REGULAR SCHOOL *	1,178,506.00	-144,157.52	1,034,348.48	747,986.70	2,454.02	283,907.76
21	**	1,178,506.00	-144,157.52	1,034,348.48	747,986.70	2,454.02	283,907.76
A 2250,150-0000	Instructional Salaries	82,878.00	0.00	82,878.00	-2,649.84	0.00	85,527.84
A 2250.160-0000	Non Instructional Salaries	37,347.00	0.00	37,347.00	30,295.68	0.00	7,051.32
A 2250.400-0000	Students w/Disab Contractual	5,004.00	0.00	5,004.00	5,003.23	00'0	7.20
A 2250.450-0000	Special Ed Materials & Supplies	175.00	0.00	175.00	173.53	0.00	1.47
A 2250.470-0000	Special Tuition	2,500.00	0.00	2,500.00	0.00	00'0	2,500.00
A 2250.490-0000	BOCES Services	92,000.00	00.00	92,000.00	16,267.64	0.00	75,732.36
2250	PROGRAM FOR STUDENTS W/DISABILITIES SCHOOL AGE - SCHOOL YEAR	219,904.00	0.00	219,904.00	49,090.24	0.00	170,813.76
A 2280.490-0000	BOCES Services	40,500.00	0.00	40,500.00	22,680.00	00.00	17,820.00
2280	OCCUPATIONAL EDUCATION (GRADES 9- * 12)	40,500.00	0.00	40,500.00	22,680.00	0.00	17,820.00
22	**	260,404.00	0.00	260,404.00	71,770.24	0.00	188,633.76
A 2330.150-0000	Adult Education Salary	11,976.00	00.00	11,976.00	1,332.20	0.00	10,643.80
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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2330.151-0000	Special Schools Salary	21,240.00	00:00	21,240.00	3,721.80	0.00	17,518.20
A 2330.400-0000	Special Schools Contractual	3,802.00	00:00	3,802.00	328.80	0.00	3,473.20
A 2330,450-0000	Special Schools Materials & Supplies	200.00	00:00	500.00	140.28	0.00	359.72
2330	TEACHING - SPECIAL SCHOOLS	* 37,518.00	0.00	37,518.00	5,523.08	0.00	31,994.92
23		** 37,518.00	0.00	37,518.00	5,523.08	0.00	31,994.92
A 2610.150-0000	Library Salaries	57,768.00	00:00	57,768.00	43,903.68	0.00	13,864.32
A 2610,450-0000	Library Materials & Supplies	1,150.00	00:00	1,150.00	260,66	0.00	889.34
A 2610,451-0000	Library Computers/Media	1,365.00	0.00	1,365.00	1,071.65	0.00	293.35
A 2610,460-0000	Library Books/Magazines/Subscriptions	3,280.00	0.00	3,280.00	1,004.25	0.00	2,275.75
A 2610.490-0000	Library BOCES Services	9,100.00	00.00	9,100.00	8,144.10	0.00	955.90
2610	SCHOOL LIBRARY & AUDIOVISUAL	* 72,663.00	0.00	72,663.00	54,384.34	0.00	18,278.66
A 2630,220-0000	Computer Hardware	25,000.00	1,064.24	26,064.24	19,122.84	166.00	6,775.40
A 2630,450-0000	Computer Materials & Supplies	1,870.00	15.00	1,885.00	1,884.17	0.00	0.83
A 2630.460-0000	Computer Software	8,000.00	-15.00	7,985.00	3,088.47	0.00	4,896.53
A 2630.490-0000	Computer BOCES	56,000.00	00:0	56,000.00	50,318.99	0.00	5,681.01
2630	COMPUTER ASSISTED INSTRUCTION	* 90,870.00	1,064.24	91,934.24	74,414.47	166.00	17,353.77
26		** 163,533.00	1,064.24	164,597.24	128,798.81	166.00	35,632.43
A 2805.160-0000	Attendance	4,500.00	0.00	4,500.00	4,500.00	0.00	00:00
2805	ATTENDANCE - REGULAR SCHOOL	* 4,500.00	0.00	4,500.00	4,500.00	0.00	0.00
A 2810.150-0000	Guidance Instructional Salaries	68,195.00	0.00	68,195.00	51,678.27	0.00	16,516.73
A 2810.450-0000	Guidance Materials & Supplies	00.099	12.00	672.00	243.75	471.01	-42.76
A 2810.451-0000	Guidance Testing and Materials	1,220.00	00.00	1,220.00	159.00	0.00	1,061.00
2810	GUIDANCE - REGULAR SCHOOL	* 70,075.00	12.00	70,087.00	52,081.02	471.01	17,534.97
A 2815.160-0000	Support Staff Salaries	38,340.00	0.00	38,340.00	30,595.14	00'0	7,744.86
A 2815.400-0000	Health Contractual	6,500.00	0.00	6,500.00	3,047.35	13.90	3,438.75
A 2815.450-0000	Health Materials & Supplies	1,400.00	0.00	1,400.00	799.00	0.00	601.00
2815	HEALTH SERVICES - REGULAR SCHOOL	* 46,240.00	0.00	46,240.00	34,441.49	13.90	11,784.61
A 2820.400-0000	Psychologist Contractual	50,357.00	-19,450.00	30,907.00	00'0	00'0	30,907.00
A 2820.450-0000	Psychologist Materials & Supplies	700.00	00.00	700.00	0.00	0.00	700.00
A 2820.490-0000	BOCES Psychologist	12,000.00	16,500.00	28,500.00	27,214.00	00:0	1,286.00
2820	PSYCHOLOGICAL SERVICES - REGULAR SCHOOL	* 63,057.00	-2,950.00	60,107.00	27,214.00	0.00	32,893.00
A 2825.400-0000	Contractual	6,000.00	2,950.00	8,950.00	7,950.00	0.00	1,000.00

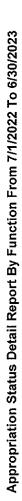
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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
2825	SOCIAL WORK SERVICES - REGULAR SCHOOL	* 6,000.00	2,950.00	8,950.00	7,950.00	00:00	1,000.00
A 2850.150-0000	Co-curricular Salaries	31,815.00	0.00	31,815.00	7,757.00	00.00	24,058.00
A 2850.450-0000	Co-curricular Materials & Supplies	500.00	00.00	500.00	-1,028.60	106.91	1,421.69
2850	CO-CURRICULAR ACTIVITIES - REGULAR SCHOOL	* 32,315.00	0.00	32,315.00	6,728.40	106.91	25,479.69
A 2855,150-0000	Interscholastic Salaries	10,000.00	0.00	10,000.00	9,939.31	00.00	69.09
A 2855.400-0000	Interscholastic Contractual	20,500.00	-2,950.00	17,550.00	9,279.72	610.35	7,659.93
A 2855.450-0000	Interscholastic Materials & Supplies	2,500.00	2,950.00	5,450.00	5,302.84	147,45	-0.29
A 2855.490-0000	BOCES Interscholastic	2,100.00	0.00	2,100.00	2,350.44	0.00	-250.44
2855	INTERSCHOLASTIC ATHLETICS - REGULAR SCHOOL	* 35,100.00	0.00	35,100.00	26,872.31	757.80	7,469.89
28		** 257,287.00	12.00	257,299.00	159,787.22	1,349.62	96,162.16
2		*** 1,956,402.00	-143,081.28	1,813,320.72	1,157,178.34	3,969.64	652,172.74
A 5510.160-0000	Transportation Salaries	73,775.00	0.00	73,775.00	62,497.05	0.00	11,277.95
A 5510.200-0000	Transportation Equipment	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 5510.210-0000	Purchase of Buses	0.00	34,929.00	34,929.00	34,929.00	0.00	00:00
A 5510.400-0000	Transportation Contractual	15,600.00	250.00	15,850.00	15,844.45	0.00	5.55
A 5510.450-0000	Transportation Materials & Supplies/Parts	10,500.00	0.00	10,500.00	6,382.86	2,225.85	1,891.29
A 5510.451-0000	Diesel/Gasoline	18,000.00	00.00	18,000.00	11,524.57	00.00	6,475.43
A 5510.452-0000	Tires	0.00	00.00	0.00	00'0	0.00	0.00
A 5510.454-0000	Labor	13,000.00	-250.00	12,750.00	8,507.42	00:00	4,242.58
A 5510.490-0000	BOCES Contractual	1,400.00	00.00	1,400.00	1,222.10	00.00	177.90
5510	DISTRICT TRANSPORTATION SERVICES	* 133,275.00	34,929.00	168,204.00	140,907.45	2,225.85	25,070.70
55		** 133,275.00	34,929.00	168,204.00	140,907.45	2,225.85	25,070.70
5		*** 133,275.00	34,929.00	168,204.00	140,907.45	2,225.85	25,070.70
A 9010.800-0000	NYS Retirement	45,000.00	00:00	45,000.00	41,959.00	0.00	3,041.00
9010	STATE RETIREMENT	* 45,000.00	0.00	45,000.00	41,959.00	0.00	3,041.00
A 9020.800-0000	Teacher Retirement	153,000.00	00:00	153,000.00	-14,436.55	0.00	167,436.55
9020	TEACHERS' RETIREMENT	* 153,000.00	0.00	153,000.00	-14,436.55	0.00	167,436.55
A 9030.800-0000	Social Security	147,178.00	0.00	147,178.00	109,606.02	0.00	37,571.98
9030	SOCIAL SECURITY	* 147,178.00	0.00	147,178.00	109,606.02	0.00	37,571.98
A 9040.800-0000	Worker Compensation	12,633.00	0.00	12,633.00	12,633.00	0.00	0.00
9040	WORKERS' COMPENSATION	* 12,633.00	0.00	12,633.00	12,633.00	0.00	0.00
114 110 00001 10100	*						

Page 06/01/2023 07:45 AM





Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 9050,800-0000	Unemployment		20,000.00	0.00	20,000.00	3,257.81	0.00	16,742.19
<b>9050</b> A 9055.800-0000	UNEMPLOYMENT INSURANCE Disability Plan	*	<b>20,000.00</b> 3,300.00	<b>0.00</b> 0.00	<b>20,000.00</b> 3,300.00	<b>3,257.81</b> 3,031.08	<b>0.00</b> 0.00	<b>16,742.19</b> 268.92
<b>9055</b> A 9060.800-0000	DISABILITY INSURANCE Hospitalization	*	<b>3,300.00</b> 1,045,000.00	<b>0.00</b> 0.00	<b>3,300.00</b> 1,045,000.00	<b>3,031.08</b> 1,107,271.34	<b>0.00</b> 0.00	<b>268.92</b> -62,271.34
0906	HOSPITAL, MEDICAL & DENTAL INSURANCE	*	1,045,000.00	0.00	1,045,000.00	1,107,271.34	0.00	-62,271.34
A 9089.800-0000	Other Employee Benefits		1,700.00	0.00	1,700.00	2,049.41	0.00	-349.41
6806	Other Employee Benefits	*	1,700.00	00.0	1,700.00	2,049.41	0.00	-349.41
<b>90</b> A 9711.600-000 <u>0</u>	Serial Bonds - Principal	*	<b>1,427,811.00</b> 195,000.00	<b>0.0</b> 0.00	1,427,811.00 195,000.00	1,2 <b>65,371.11</b> 0.00	<b>0.00</b>	<b>162,439.89</b> 195,000.00
A 9711.700-0000	Serial Bonds - Interest		48,100.00	0.00	48,100.00	24,050.00	0.00	24,050.00
<b>9711</b> A 9731.700-0 <u>000</u>	Serial Bonds Bond Anticipation Notes - Interest	*	<b>243,100.00</b> 12,500.00	<b>0.00</b> 0.00	<b>243,100.00</b> 12,500.00	<b>24,050.00</b> 0.00	<b>0.00</b> 0.00	<b>219,050.00</b> 12,500.00
9731	Bond Anticipaction Notes	*	12,500.00	0.00	12,500.00	0.00	0.00	12,500.00
97	Transfer to Sobool Food Sire Eund	*	255,600.00	0.00	255,600.00	24,050.00	0.00	231,550.00
9901	TRANSFERS TO FUNDS	*	148,996.00	0.00	148,996.00	75,000.00	0.00	73,996.00
66		*	148,996.00	0.00	148,996.00	75,000.00	0.00	73,996.00
6		***	1,832,407.00	0.00	1,832,407.00	1,364,421.11	0.00	467,985.89
	Fund ATotals:		4,734,688.00	92,371.23	4,827,059.23	3,510,864.78	49,004.60	1,267,189.85
	Grand Totals:		4,734,688.00	92,371.23	4,827,059.23	3,510,864.78	49,004.60	1,267,189.85





Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
C 2860.160-0000	Cafeteria Salaries		70,841.00	00.0	70,841.00	63,111.80	0.00	7,729.20
C 2860.400-0000	Cafeteria Contractual		3,000.00	0.00	3,000.00	2,018.00	00:00	982.00
C 2860,410-0000	Cafeteria Food		30,300.00	0.00	30,300.00	25,950.06	7,452.33	-3,102.39
C 2860,450-0000	Cafeteria Materials & Supplies		2,750.00	341.04	3,091.04	2,173.49	418.37	499.18
2860	SCHOOL FOOD SERVICE	*	106,891.00	341.04	107,232.04	93,253.35	7,870.70	6,107.99
28		‡	106,891.00	341.04	107,232.04	93,253.35	7,870.70	6,107.99
7		***	106,891.00	341.04	107,232.04	93,253,35	7,870.70	6,107.99
C 9010,800-0000	Cafeteria Employees Retirement		9,500.00	0.00	9,500.00	-2,500.00	00:00	12,000.00
9010	STATE RETIREMENT	*	9,500.00	0.00	9,500.00	-2,500.00	0.00	12,000.00
C 9030.800-0000	Cafeteria Social Security		5,573.00	00.00	5,573.00	00'0	00'0	5,573.00
9030	SOCIAL SECURITY	*	5,573.00	0.00	5,573.00	0.00	0.00	5,573.00
C 9060,800-0000	Cafeteria Health Insurance		62,682.00	0.00	62,682.00	00:00	00:00	62,682.00
0906	HOSPITAL, MEDICAL & DENTAL INSURANCE	*	62,682.00	0.00	62,682.00	0.00	0.00	62,682.00
06		*	77,755.00	0.00	77,755.00	-2,500.00	0.00	80,255.00
6		**	77,755.00	0.00	77,755.00	-2,500.00	0.00	80,255.00
	Fund CTotals:		184,646.00	341.04	184,987.04	90,753.35	7,870.70	86,362.99
	Grand Totals:		184,646.00	341.04	184,987.04	90,753.35	7,870.70	86,362.99





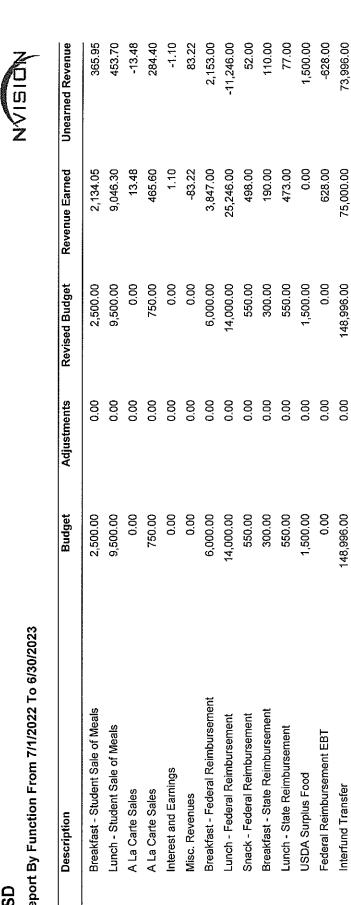
Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
A 1001	Real Property Taxes	3,263,298.00	0.00	3,263,298.00	3,263,014.07	283.93
A 1081	Other Payments in Lieu of Taxes	00.0	00:00	00:00	12,356.78	-12,356.78
A 1085	School Tax Relief Reimb (STAR)	28,602.00	0.00	28,602.00	28,602.00	0.00
A 1090	Penalty on Taxes	3,000.00	00:00	3,000.00	3,666.77	-666.77
A 1310	Day School Tuition	2,850.00	00:00	2,850.00	3,650.00	-800.00
A 1335	Other Student Fees/Charges	1,000.00	0.00	1,000.00	542.00	458.00
A 2401	Interest on Earnings	550.00	0.00	220.00	36,528.21	-35,978.21
A 2701	Refunds of Prior Years Expenditures	0.00	0.00	0.00	17,713.23	-17,713.23
A 2770	Other Unclassified Revenues	0.00	0.00	0.00	200.00	-200.00
A 3101.A	General Aid	490,000.00	00:00	490,000.00	388,802.90	101,197.10
A 3101.B	Excess Cost Aid	0.00	0.00	0.00	28,189.00	-28,189.00
A 3102	VLT Lottery Aid	0.00	00:00	00.00	25,595.02	-25,595.02
A 3103	BOCES Aid	65,000.00	00:00	65,000.00	14,934.72	50,065.28
A 3260	Textbook Aid	4,000.00	00:00	4,000.00	3,262.00	738.00
A 3262	Computer Software Aid	0.00	00:00	0.00	959.00	-959.00
A 3263	Library Material Aid	00.0	00:0	0.00	400.00	-400.00
A 3265	Small Government Assistance	0.00	0.00	0.00	158,956.00	-158,956.00
A 4601	Medicaid Assistance, HRSS	10,000.00	0.00	10,000.00	8,542.77	1,457.23
		A Totals: 3,868,300.00	0.00	3,868,300.00	3,995,914,47	-127,614.47
	ď	Grand Totals: 3,868,300.00	0.00	3,868,300.00	3,995,914.47	-127,614.47

Account

C 1440.B

C 1440.L





62,186.69

117,459.31

184,646.00

0.00

184,646.00

C Totals:

C 4190.EBT

C 5031

C 4190

C 3190.FB

C 2770

C 2401

C 1445.B

C 1445.L

C 3190.FL

C 3190.FS C 3190.SB C 3190.SL 67,186.69

117,459.31

184,646.00

0.00

184,646.00

**Grand Totals:** 

7



Check Warrant Report For A - 33: Cash Disbursement April 2023 For Dates 3/31/2023 - 4/30/2023

18025 18026 18027 18028	04/03/2023 04/03/2023 04/03/2023 04/03/2023	2279	**CONTINUED** F-E-H BOCES TREASURER F-E-H BOCES	Voided During Printing		0.00
18027	04/03/2023		F-E-H BOCES			
		2270	TREASURER	February Boces Bill		29,540.63
18028	04/03/2023		**CONTINUED** F-E-H BOCES TREASURER	Voided During Printing		0.00
		2279	F-E-H BOCES TREASURER	March Boces Bill		30,374.83
18029	04/03/2023	2819	MCCLARY MEDIA INC.	Legal Notice Budget Vote and Hearing		127.72
18030	04/03/2023	3952	NICOLE CURTIN	Materials for Science	230125	96.93
18031	04/03/2023	4828	ELIZABETH HOSLEY	Mileage to WSWHE Meeting		109.39
18032	04/03/2023	2697	DICK BLICK	Art Supplies	230242	577.64
18033	04/03/2023	3259	FIRST UNUM LIFE INSURANCE CO.	Disability April		268.96
18034	04/03/2023	1369	NCC SYSTEMS INC.	Semi Annual Hood Inspection		430.00
18035	04/03/2023	4838	TEACHER SYNERGY LLC		*See Detail Report	29.20
18036	04/03/2023	2988	GIRVIN & FERLAZZO, P.C.	Retainer March		625.00
18037	04/03/2023	4198	W.B. MASON CO., INC.	Cleaning Supplies	230133	453.12
18038	04/03/2023	4853	Alliance Trucks	Cutting Edge for Plow	230233	390.00
18039	04/03/2023	4166	CVW LONG LAKE PUBLIC LIBRARY	Balance of Library Tax		4,973.67
18040	04/03/2023	3639	INDIAN LAKE CENTRAL SCHOOL	Basketball Shared invoice		4,141.57
18041	04/03/2023	2695	CDW		*See Detail Report	16,781.26
18042	04/03/2023	3747	CARDIAC LIFE	Electodes	230214	92.20
18043	04/03/2023	4880	WIESER EDUCATIONAL, INC.	Elem Math Materials	230243	98.52
18044	04/03/2023	1420	TOWN OF LONG LAKE	Community Pride Sponsorship		30.00
18045	04/03/2023		HAMILTON COUNTY TREASURER (COMMUNITY SERVICES)	Social Work Services Feb		500.00
18046	04/03/2023	3940	LUKES MOBIL	C1 Emergency Brake replacement		878.02
18047	04/03/2023		TUPPER LAKE CENTRAL SCHOOL	Bus Maintance Feb		1,279.65
18048	04/03/2023	1840	GRAINGER	Unit Vent Heater parts	230219	571.46
18050	04/18/2023	3825	AMAZON		*See Detail Report	1,132.08
18051	04/18/2023		**CONTINUED** F-E-H BOCES TREASURER	Voided During Printing		0.00
18052 (	04/18/2023		F-E-H BOCES TREASURER	BOCES April		30,090.66
18053	04/18/2023	4198	W.B. MASON CO., INC.	Cleaning Supplies	230133	542.50
18054 (	04/18/2023		NYS EMPLOYEES' HEALTH INSURANCE	Health Insuracne May		101,908.42
18055	04/18/2023		TUPPER LAKE CENTRAL SCHOOL	Monthly Bus Maintance		758.33
18056	04/18/2023		NYS UNEMPLOYMENT INSURANCE	Q1 Unemployment		812.50
18057	04/18/2023	1709	QUILL	Science Supplies	230268	37.45





Check Amount	PO Number	Check Description	Vendor ID Vendor Name	Check Date	Check#
134.70		Cable TV April	4525 SLIC NETWORK SOLUTIONS	04/18/2023	18058
500.00		Social Work Services March	4879 HAMILTON COUNTY TREASURER (COMMUNITY SERVICES)	04/18/2023	18059
72.75	230195	Maintnace Supples	2004 FORTUNE'S HARDWARE	04/18/2023	18060
1,139.27		Gas and Diesel February	1360 HAMILTON COUNTY TREASURER	04/18/2023	18061
2,750.00		Annual Admin Fee	4520 BOUCHEY, MILLET & SCHAFER BENEFIT CONSULTING, LLC	04/18/2023	18062
142.00		ASP Asst	4802 HARRISON HALL	04/18/2023	18063
440.28		Phone Bill March	3217 FRONTIER	04/18/2023	18064
363.23		Copies March	4606 Document Solution of the North Country	04/18/2023	18065
71.90		9th Grade Field Trip Meals	3387 MICHELE GANNON	04/18/2023	18066
58.95		Mileage Supt Meeting	4141 NOELLE SHORT	04/18/2023	18067
625.00		Retainer March	2988 GIRVIN & FERLAZZO, P.C.	04/18/2023	18068
61.95	230269	Woodworking Supplies	4881 WOODTURNIGZ	04/18/2023	1806 <del>9</del>
663.11	230259	Breaks for Truck	3953 N.A.P.A. AUTO PARTS	04/18/2023	18070
155.00	230241	Bus Driver Certified Examiner Refresher Course		04/18/2023	18071
3,307.35		Senior Trip final charges and 9th Grade Van Gogh Tickets		04/18/2023	18072
68.00		Yearly Tax Collector PO Box renewal May 23- April 24		04/28/2023	18075
238,205.20	Warrant Total:		Number of Transactions: 48		
238,205.20	Vendor Portion:				

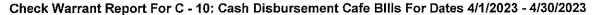
<sup>\*</sup>See Detail Report denotes that multiple purchase orders are referenced on this check. Run the Detail report to view the purchase order information

### Certification of Warrant

**Certification of Warrant** 

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$238205.26 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.

05/03/2023 2:25 PM





Check #	Check Date	Vendor ID Vendor Name	Check Description	PO Number	Check Amount
2454	04/18/2023	4856 HERSHEY CREAMERY	Ice Cream March	230255	186.04
2455	04/18/2023	4358 SHAHEEN'S MARKET	Cafe Food March	230249	181.05
2456	04/18/2023	2496 SYSCO FOOD SERVICES	Cafe Food March	230250	990.65
2457	04/18/2023	4848 RENZI'S FOODSERVICE	Cafe Food March	230248	2,394.82
2458	04/18/2023	4855 Stewarts Shops Inc	Milk March	230116	393.57
Number o	of Transactions: 5			Warrant Total:	4,146.13
				Vendor Portion:	4,146.13

#### **Certification of Warrant**

To The District Treasurer: I hereby certify that I have verified the above claims, \_\_\_\_\_ in number, in the total amount of \$\_4146.13\_\_. 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.

**Certification of Warrant** 

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of  $\frac{4146.13}{}$ . 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.

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Check Warrant Report For H - 8: Cash Disbursement Capital April 2023 For Dates 3/31/2023 - 4/30/2023

Check#	Check Date	Vendor ID Vendor Name	Check Description	PO Number	Check Amount
1100	04/03/2023	4653 BERNARD P. DONEGAN, INC.	Professional Services		1,443.75
1101	04/03/2023	2988 GIRVIN & FERLAZZO, P.C.	Contracts, Bonds		516.00
1102	04/03/2023	4088 MOSAIC ASSOCIATES	Professional Services		30,443.00
Number o	of Transactions: 3			Warrant Total:	32,402.75
				Vendor Portion:	32,402.75

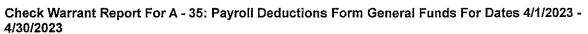
#### **Certification of Warrant**

To The District Treasurer: I hereby certify that I have verified the above claims, \_\_\_\_\_\_ in number, in the total amount of \$32462.15. 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.

Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$32462.75. 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.

te / / Claims Audito





Check #	Check Date	Vendor ID Vendor Name	Check Description	PO Number	Check Amount
992	04/13/2023	3407 NYS INCOME TAX	Trust & Agency Payment		2,822.30
993	04/13/2023	3411 VOYA INSTITUTIONAL TRUST COMPANY	Trust & Agency Payment		2,850.00
994	04/13/2023	3591 NEW YORK STATE DEFERRED COMP PLAN	Trust & Agency Payment		200.00
995	04/13/2023	4340 LLCS GENERAL FUND	Trust & Agency Payment		51,976.34
996	04/13/2023	4375 EFTPS Enrollment Processing	Trust & Agency Payment		16,446.18
997	04/27/2023	3407 NYS INCOME TAX	Trust & Agency Payment		2,744.04
998 (%)	04/27/2023	3411 VOYA INSTITUTIONAL TRUST COMPANY	Trust & Agency Payment		2,850.00
999 1 11 11	04/27/2023	3413 NYS EMPLOYEES RETIREMENT SYSTEM	Trust & Agency Payment		815.50
1000 Qu <sup>0</sup>	04/27/2023	3591 NEW YORK STATE DEFERRED COMP PLAN	Trust & Agency Payment		200.00
1001	04/27/2023	4340 LLCS GENERAL FUND	Trust & Agency Payment		50,133.06
1002	04/27/2023	4375 EFTPS Enrollment Processing	Trust & Agency Payment		15,777.62
18049	04/13/2023	3406 C.S.E.A., INC.	Trust & Agency Payment - DUES-CSEA		148.67
18073	04/27/2023	3406 C.S.E.A., INC.	Trust & Agency Payment - DUES-CSEA		148.67
18074	04/27/2023	3408 C.S.E.A. EMPLOYEE BENEFIT FUND	Trust & Agency Payment - DENTAL/VISION		2,207.70
Number of Tra	ansactions: 14	1		Warrant Total:	149,320.08
				Vendor Portion:	149,320.08

#### **Certification of Warrant**

To The District Treasurer: I hereby certify that I have verified the above claims, 14 in number, in the total amount of \$144320.68. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

Date Superintende

# Budget Transfer Schedule Report For A - 3: Budget Transfer May 2023

The second secon						
Ref Number	Date Budget Transfer [	fer Description		Approval Status		
Account	Account Description		Detail Description		Transfer Out	Transfer In
166	05/09/2023 Budget Transfers t	Budget Transfers to correct negative amounts		Not Required		

NOISIAN

166	05/0	05/09/2023 Budget Transfers to correct negative amounts	Not Required		
	A 2630.450-0000	Computer Materials & Supplies			15.00
	A 2630.460-0000	Computer Software		15.00	
167	0/90	05/09/2023 To Cover for Partial Year BOCES School Psych budgeted under psych contractual	Not Required		
	A 2820.400-0000	Psychologist Contractual		2,950.00	
	A 2820.400-0000	Psychologist Contractual		16,500.00	
	A 2820.490-0000	BOCES Psychologist			16,500.00
	A 2825.400-0000	Contractual			2,950.00
200	0/30	05/00/2023 Budget Transfer to Correct Nagative Amounts	Login Book		
		Sylvas Duaget Taister to Correct Inggarive Amounts	Not Nedalled		
	A 2855.400-0000	Interscholastic Contractual		2,200.00	
	A 2855.450-0000	Interscholastic Materials & Supplies			2,200.00
169	05/0	05/09/2023 Budget Transfer to Correct Negative Amounts	Not Required		
	A 5510.400-0000	Transportation Contractual			250.00
	A 5510.454-0000	Labor		250.00	
170	1/90	05/10/2023 Transfer from K-6 and 7-12 Salaries to Cen Serv Contract	Not Required		
	A 1620.400-0000	Central Services Contractual			58,598.00
	A 1620.400-0000	Central Services Contractual			69,768.00
	A 1620.400-0000	Central Services Contractual			21,634.00
	A 2110.120-0000	Teaching K-6 Salaries		69,768.00	
	A 2110.130-0000	Teaching 7-12 Salaries		58,598.00	
	A 2110.130-0000	Teaching 7-12 Salaries		21,634.00	

Over \$5,000 need 130E approval





Budget Transfer Schedule Report For A - 3: Budget Transfer May 2023

Ref Number Account	Date Budget Transfer Description Account Description	Detail Description	Approval Status	Transfer Out	Transfer in
			Grand Totals:	171,915.00	171,915.00
Number of E	Number of Budget Transfers: 5		Net Amount:	0.00	
Account Distribution Totals	Totals				
Account	Description	Debits	Credits		
A 1620.400-0000	Central Services Contractual	0.00	150,000.00		
A 2110.120-0000	Teaching K-6 Salaries	69,768.00	0.00		
A 2110.130-0000	Teaching 7-12 Salaries	80,232.00	0.00		
A 2630.450-0000	Computer Materials & Supplies	0.00	15.00		
A 2630.460-0000	Computer Software	15.00	0.00		
A 2820.400-0000	Psychologist Contractual	19,450.00	0.00		
A 2820.490-0000	BOCES Psychologist	0.00	16,500.00		
A 2825,400-0000	Contractual	0.00	2,950.00		
A 2855.400-0000	Interscholastic Contractual	2,200.00	0.00		
A 2855.450-0000	Interscholastic Materials & Supplies	0.00	2,200.00		
A 5510.400-0000	Transportation Contractual	0.00	250.00		
A 5510.454-0000	Labor	250.00	0.00		
	Eund A Totale	171 015 00	474 645 00		

171,915.00

171,915.00

Grand Totals:

#### LONG LAKE CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION

We, the duly appointed Inspectors of Election of the Long Lake Central School District, do hereby certify that the following votes were cast in the election held May 16, 2023.

AUTHOR		STRICT FOR THE FISCAL YEAR 2023-2024 AN PORTION THEREOF TO BE RAISED BY TAXA OF THE DISTRICT?	_
	Yes:	******	
	No: 17	**************************************	
	Spoiled votes:	<u> </u>	
		Total Votes: 114	
	TRISHA HOSLEY, I I	AR TERM OF OFFICE FOR THE SEAT CURRENT HEREBY CAST MY VOTE FOR THE PERSON I	
	TRISHA HOSLEY, I I  Trisha Hosley:  Write in votes:  Write in votes:  Write in votes:	HEREBY CAST MY VOTE FOR THE PERSON E	
	TRISHA HOSLEY, I I  Trisha Hosley:  Write in votes:  Write in votes:  Write in votes:  Write in votes:	HEREBY CAST MY VOTE FOR THE PERSON E	

III. TRUSTEE SEAT: THREE YEAR TERM OF OFFICE FOR THE UNEXPIRED TERM HELD BY BRIAN PENROSE, I HEREBY CAST MY VOTE FOR THE PERSON BELOW.

Paul (PJ) Preuss:	106
Write in votes:	Trisha Hosley
Write in votes:	michelle Donnelly
Write in votes:	Junniker Signell
Write in votes:	John Adams
Write in votes:	
Write in votes:	
Spoiled votes:	
	Total Votes: // H
EDUCATION TO (A) ACQUIRI AGGREGATE COST OF \$90,00 EXPEND FROM THE BUS PUR EXCEED \$57,068.19 FOR SUC THEREFORE, TO BE LEVIED	OPOSITION: TO AUTHORIZE THE BOARD OF E (1) 35 PASSENGER SCHOOL BUS AT A MAXIMUM 00; (B) EXPEND SUCH SUMS FOR SUCH PURPOSE; (C) RCHASE RESERVE FUND AN AMOUNT NOT TO H PURPOSE; (D) LEVY THE NECESSARY TAX AND COLLECTED IN SUCH AMOUNTS AS MAY BE DOF EDUCATION, LESS ANY STATE AID RECEIVED FROM THE RESERVE FUND.
Yes: 100	
No: 14	
Spoiled votes:	
	Total Votes: // H

` 16<sup>TH</sup> day of May 2023

Jaime Bailey

Addiley Meola

cc: Board of Education

# AGREEMENT BY AND BETWEEN THE LONG LAKE CENTRAL SCHOOL DISTRICT AND DR. RUSSELL RIDER

7	THIS AGREEMENT made this	day of	2023, by a	and between the	BOARD OF
EDUCA	ATION OF THE LONG LAKE CENT	TRAL SCHO	OL DISTI	RICT (hereinaf	ter referred to
as the "l	District") having its principal offices	located at 20	O School L	ane, Long Lak	e, New York
and DR.	. RUSSELL RIDER, M.D. (hereina	fter referred	to as the	"Doctor"), hav	ing an office
located a	at the Long Lake Medical Center, 856	ól Newcomb	Road Lon	g Lake, New Y	ork 12847.

WHEREAS, by a resolution passed by the Board of Education of the District (hereinafter referred to as the "Board") at its meeting of \_\_\_\_\_\_\_, 2023 the Doctor was appointed as the "School Physician/Medical Director/Director of School Health Services" for the District and the Doctor has accepted the appointment as "School Physician/Medical Director/Director of School Health Services" for the District, subject to the following terms and conditions:

- 1. The term of this Agreement shall be for one year, commencing July 1, 2023 and ending June 30, 2024, unless further extended by the parties or sooner terminated as provided herein.
- 2. The duties and responsibilities of the Doctor shall be those duties and responsibilities prescribed for the position of School Physician/Medical Director/Director of School Health Services by the Education Law and other applicable statutes, laws, rules and/or regulations and those duties and/or responsibilities established by the Board pursuant to such statutes, laws rules and regulations including, but not limited to those included in Board Policy 1338, a copy of which is attached hereto and made a part hereof as Attachment "A". In addition, the Doctor shall "oversee" an LPN if employed by the District and he/she shall work under his supervision in his/her employment as the LPN.
- 3. During the term of this appointment the Doctor shall faithfully, diligently in accordance with accepted professional standards perform and discharge the duties and responsibilities of School Physician/Medical Director/Director of School Health Services of the District.

- 4. The Doctor represents that he will throughout the term of this appointment hold a valid license to practice medicine in the State of New York and proof of such license will be furnished to the District Clerk upon request. It is expressly understood that failure to hold and maintain such license shall be cause for the immediate termination of this Agreement and the appointment of the Doctor as School Physician/Medical Director/Director of School Health Services.
- 5. The Doctor agrees that any individual providing professional services pursuant to this Agreement shall be fully qualified and duly licensed and, where applicable, shall comply and be subject to the rules, regulations, and responsibilities attendant to their position. The Doctor shall not employ or engage any individual who is not appropriately licensed or whose right to practice has been revoked or restricted by the appropriate State licensing authority.
- 6. The Doctor shall maintain professional liability insurance (malpractice insurance) in the minimum amount of One Million (\$1,000,000.00) and no/100 Dollars for a single claim and Three Million (\$3,000,000.00) and no/100 Dollars per year aggregate for all professional staff employed by the Doctor who provide professional services to the District. This insurance will be maintained in full force and effect at all times.
- 7. During the 2023-2024 school year, the Doctor shall be paid the sum of Six Thousand Dollars (\$6,000), to be paid in two equal installments of three thousand dollars (\$3,000), once on or about December 31, 2023 and the second on or about June 30, 2024.
- 8. This Agreement may be terminated at any time by mutual agreement in writing between the District and the Doctor. In addition, this Agreement may be terminated in the complete discretion of either party upon sixty (60) days written notice by the Doctor or upon thirty (30) days written notice by the District.
- 9. The Doctor shall hold the District, its governing board, officers and employees harmless and does hereby indemnify the District, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of the Doctor or its officers, agents and employees, in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of the District, its agents or employees.

- 10. To the extent permitted by law, the District shall hold the Doctor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify the Doctor, its officers, employees, agents, successors and assigns from and against every claim or demand which may be made by any act of neglect, default or omission of the District, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of the Doctor, her officers, agents or employees.
- 11. This Agreement constitutes the entire Agreement between the parties and contains all the agreements between them with respect to the subject matter hereof.

LONG LAKE CENTRAL	THE DOCTOR	
SCHOOL DISTRICT		
By:		
Board of Education President	Dr. Russell Rider	

RATES OF PAY  Tax Collector - Jerome Flanagan  % of Increase	<b>2018-19</b> \$3,824/year 3	<b>2019-20</b> \$3,939/year	<b>2020-21</b> \$4,057/year 3	<b>2021-22</b> \$4,179/year 3	<b>2022-23</b> \$4,304/year 3	<b>2023-24</b> \$4,433/year 3
Claims Auditor - Lynn Zaidan % of Increase					\$500/year	\$515/year 3
BOE Clerk - Elizabeth Hosley % of Increase	\$2,217/year 3	\$2,284/year	\$2,353/year 3	\$2,424/year 3	\$2,497/year 3	2572 3
Bus Driver Part Time - Charles Farr % of Increase	\$16.67/hour 3	\$17.17/hour	\$17.69/hour 3 3	\$18.22/hour 3	\$18.77/hour 3	\$19.33/hour 3
Bus Driver/Custodian Substitute - Anthony Clark/Jerome Flanagan % of Increase		\$17.17/hour	\$17.69/hour 3	\$18.22/hour 3	\$18.77/hour 3	\$19.33/hour 3
Certified Teacher/Certified Nurse Substitute (increased 1/1/23)	\$100/day	\$100/day	\$110/day	\$115/day	\$120/day	\$120/day
Certified Long Term Substitute, not certified in the area they are teaching, retroactive after working 20 consecutive instructional days in the same position	\$130/day	\$130/day	\$140/day	\$140/day	\$140/day	\$140/day
Uncertified Teacher/Uncertified Nurse Substitute (increased 1/1/23)	\$80/day	\$85/day	\$95/day	\$100/day	\$105/day	\$105/day
Cleaner/Food Service Worker/Office Worker Substitute (increased 1/1/23)	\$11.10/hour	\$11.80/hour	\$12.50/hour	\$13.20/hour	\$14.20/hour	\$14.20/hour
Fitness Center Attendant (increased 1/1/23)	\$11.10/hour	\$11.80/hour	\$12.50/hour	\$13.20/hour	\$14.20/hour	\$14.20/hour
ASP Assistant (increased 1/1/23)	11.10/hour	\$11.80/hour	\$12.50/hour	\$13.20/hour	\$14.20/hour	\$14.20/hour



#### School District Legal Counsel Agreement

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the LONG LAKE CENTRAL SCHOOL DISTRICT with its offices located at School Street, Long Lake, New York, 12847 hereinafter referred to as the "DISTRICT," and GIRVIN & FERLAZZO P.C., with its offices located at 20 Corporate Woods Blvd, Albany, New York 12211, hereinafter referred to as the "FIRM".

The District hereby retains and employs the Firm as its general legal counsel to provide the District comprehensive legal advice and consultation regarding all legal matters which might arise in the course of the District's operations and as requested by the District and as are more specifically set forth below.

- 1. The Firm will provide the School District with legal services under an annual retainer agreement on the following basis up to 50 hours:
  - Routine legal advice and counsel by telephone, in writing, or in person as requested by the Board of Education or Superintendent of Schools (or designee) in relation to School District matters.
  - Negotiation services, including collective bargaining, with the exception of any proceedings before NYS agencies;
  - Legal advice with respect to routine labor issues and/or administration of the collective bargaining agreement, including grievance responses, but not including arbitrations, matters before the NYS Public Employment Relations Board, or other hearings, which will be outside the customary retainer and billed at the litigation rate.
  - Attendance at occasional Board of Education meetings as requested to discuss specific
    topics covered under the retainer. If such discussion relates to an excluded subject,
    including but not limited to student or employee discipline, arbitrations or 3020-a
    proceedings, such time will be billed separately as more specifically set forth below.
  - Brief legal advice and counsel regarding potential discipline of students. Investigation, preparation for and attendance at Education Law section 3214 hearings will be billed separately.
  - Review of simple contract documents and other simple legal agreements between the District and individuals, organizations or agencies. Review and negotiation of complex documents, such as construction or architect contracts, will be billed separately.
  - Routine review of new and amended policies.
  - Drafting resolutions of the Board of Education as requested or assisting with routine board issues.
  - Legal advice and counsel concerning employee disciplinary matters, including

preparation of grievance responses up to, but not including, investigations, arbitrations and proceedings pursuant to Civil Service Law section 75 and Education Law section 3020-a, special education matters and fiscal bond counsel.

- Cooperation with District insurance carrier and oversight of assigned outside counsel.
- Preparation/review of legal notices and legal advice and counsel in connection with School District elections, and annual and special meetings.
- Preparation of an annual status report on pending legal matters.
- 2. In consideration of the foregoing, the District hereby agrees to compensate the Firm as follows:
  - An annual retainer of \$7,500.00 or \$625.00 per month, billed over the course of the school year (e.g. July 1<sup>st</sup> to June 30<sup>th</sup>) for legal services as outlined in above.
  - Services beyond the allotted 50 hours and services not covered under this retainer arrangement will be billed at the Firm's attorney hourly rate of \$195.00 and paralegal hourly rate of \$85.00.
  - Legal services for litigation, hearings, and special education will be billed at the Firm's attorney hourly rate of \$210.00 and paralegal hourly rate of \$85. "Litigation" refers to matters under the jurisdiction of the state and federal courts or agencies. "Hearings" are defined as any proceeding in which witnesses will be called, sworn, examined, and cross-examined before an independent finder of fact who will decide the outcome of the case. Examples of litigation, administrative proceedings and hearings which will be excluded from the general legal retainer include, but are not limited to, student disciplinary proceedings under section 3214 of the Education Law, employee disciplinary proceedings, representation of the District in litigation such as tax certiorari proceedings, and representation of the District in any arbitration or PERB related proceeding.
  - Construction matters will be billed at \$220.00 per hour.
  - Also excluded from the general labor retainer is municipal financing for which a separate fee will be arranged if such services are requested.
  - Other Billable/Reimbursable items:

Only significant costs or expenses which are incurred by the Firm on behalf of the District will be billed to the District. Such costs are large photocopying projects, large postage fees, stenographic reporters' fees, witness fees and court costs. Travel to the District will not be billable to the District.

- 3. The District will have access to all attorneys and professional staff employed by the Firm.
- 4. The term of this Agreement shall be from July 1, 2023, through June 30, 2024. The District may, in its sole discretion, for any reason, terminate this Agreement earlier than June 30, 2024, upon thirty (30) days' written notice from the District to the Firm, subject only to payment of earned fees, including a pro rata determination of the paid retainer, and disbursements as of the date of termination. The Firm shall also have the right to terminate this Agreement upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

LONG LAKE CENTRAL SCHOOL DISTRICT	GIRVIN & FERLAZZO, P.C.	
By:	By: Eur R. Marie	
Superintendent of Schools	Erin R. Morris, Esq.	

#### NON-RESIDENT TUITION 2023-2024 SCHOOL YEAR

Non-Resident \$1,000/family for 1<sup>st</sup> child, \$300 each additional child

Non-Resident Employee - \$100 for 1<sup>st</sup> child, \$50 each additional child

PreK- 50% of above rates

#### SHARED MAINTENANCE AGREEMENT

**THIS AGREEMENT**, made this \_\_th day of June, 2023 by and between:

The Board of Education of the Tupper Lake School District, a municipal corporation with principal address at 294 Hosley Avenue in the Town of Tupper Lake, Franklin County, New York (hereinafter referred to as "Tupper Lake") and

The Board of Education of the Long Lake School District, a municipal corporation with principal address at 20 School Lane in the Town of Long Lake, Hamilton County, New York (hereinafter referred to as "Long Lake").

#### WITNESSETH

WHEREAS, Tupper Lake currently own facilities for the maintenance of school transportation vehicles at a site within the Tupper Lake School District at Park Street in the Town of Tupper Lake, New York, and

WHEREAS, Long Lake requires maintenance of its school transportation vehicles and needs a site and source of labor for the proper maintenance and inspection of its transportation vehicle, and

WHEREAS, Tupper Lake currently has site and resources available to provide the services required by Long Lake, and

**WHEREAS**, Tupper Lake and Long Lake have reached agreement as to the terms and conditions of a contract to provide such services and are desirous of memorializing in writing their understandings, expectation, and representations as to their agreement, and

WHEREAS, a majority of the governing board of Tupper Lake and Long Lake have, by separate resolution of each entity, approved the execution of this agreement by its appropriate executive officer:

**NOW, THEREFORE,** in consideration of the premises and the covenants hereinafter set forth, Tupper Lake and Long Lake agree as follows:

- 1. For the 2023-24 school year, Long Lake anticipates having six (6) DOT inspected vehicles for its student transportation program. Tupper Lake agrees to provide maintenance and inspection services with respect to these vehicles in order to meet the regulatory standards of the State Department of Transportation and to enable Long Lake to carry out its public transportation program.
- 2. In consideration of Tupper Lake providing the services described in paragraph (1) of this agreement, Long Lake agrees to pay Tupper Lake on the following basis:
- a) Shop labor will be billed to Long Lake at the rate of \$42.15 per hour for mechanic and at the rate of \$30.78 per hour for a mechanic helper.

- b) Parts and tires will be billed to Long Lake in the amount billed to Tupper Lake by the approved vendor.
- c) In the event Long Lake requests Tupper Lake to service a vehicle at a location other than Tupper Lake's Transportation Department, Long Lake shall pay Tupper Lake on the basis set forth in section (a) and (b) and the established travel rate.
- 3. Billing shall be on a monthly basis and Long Lake shall make payment within thirty (30) days of invoice.
- 4. Long Lake shall be responsible for transporting the vehicles to be serviced and inspected to and from Tupper Lake's Transportation Facility, except under circumstances where a service call is required under paragraph 2(c) of this agreement. In the event a service call is required, Long Lake shall be responsible for transportation of any students who may be affected thereby.
- 5. Long Lake shall be able to store vehicles at Tupper Lake's Transportation Facility as needed for service or inspections.
- 6. Maintenance records for those vehicles serviced and inspected under this agreement shall be maintained at Tupper Lake.
- 7. Tupper Lake outsources some of its mechanical and body work, and may do so with respect to Long Lake's vehicles upon prior notice to Elizabeth Hosley. Transportation of the vehicles to and from the outsource location shall be the responsibility of Long Lake.
- 8. In the event that the districts determine that software and hardware for the tracking of maintenance services would be beneficial, Long Lake agrees to participate in the net costs associated with securing and implementing such software and hardware on a pro-rated basis.
- 9. Long Lake agrees to name Tupper Lake as an additionally insured on its fleet liability policy and shall maintain such policy with Tupper Lake as an additionally insured as long as this agreement is in effect. A copy of the certificate showing Tupper Lake as an additional insured shall be provided to Tupper Lake prior to service being initiated.
- 10. This agreement may be extended for future years upon the acceptance of both parties as to the terms and condition, including but not limited to any changes to the charges noted herein.
- 11. Both parties agree to complete any necessary State contracts and forward them to the State Education Department in a timely fashion.

This Agreement may be terminated by either party with thirty (30) days written notice, or at any time by a mutual written Agreement between the parties.

Long Lake shall defend, indemnify and save harmless Tupper Lake, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of Long Lake, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims,

damages, losses, and expenses. Tupper Lake shall defend, indemnify and save harmless Long Lake, its officials, employees and agents, from and against all claims, damages. losses and expenses arising out of or in consequence of any negligent or intentional act or omission of Tupper Lake, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses.

The signatures below represent each district's acceptance of the terms and conditions of this agreement, and are executed based upon proper authorizations of the Board of Education of each respective district.

Executed this	th day of May,	2023.
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Superintendent

Superintendent

**Tupper Lake Central School District** 

Long Lake School District

XX

#### BOARD RESOLUTION

BE IT RESOLVED, that the Board of Education of the Long Lake Central School District hereby accepts the recommendation of the Superintendent to appoint Aaron Chambers for a four (4) year probationary appointment as a teacher of PK-12 Physical Education/Health in the physical education and recreation tenure area, commencing September 1, 2023 and ending August 31, 2027 contingent upon achievement of effective or highly effective APPR ratings necessary to receive tenure throughout his probationary period, consistent with the requirements of Education Law Sections 3012², 3012-c, and/or 3012-d. Mr. Chambers holds an Initial Certificate in Physical Education.

# **XXX** Community Bank

May 9, 2023

Liz Hosley, District Treasurer Long Lake Central School District PO Box 217 Long Lake, NY 12847

Dear Ms. Hosley:

Thank you for taking the time to talk with Char and myself last week. On behalf of Community Bank, N.A. we are pleased to present the following investment rate to better serve the needs of Long Lake Central School District.

At this time Community Bank, N.A. would like to offer the School District the following:

- Investment Reserve Public Fund Liquid Money Market Special, variable rate of 4.85%, for those funds with NYCLASS.
  - o Limit of three checks clearing per statement
  - No limit on in-person or electronic transfers
  - To be reviewed bi-monthly in order to stay in line with current market conditions

In addition, the following rates will be increased:

- 0.20%, variable on all existing Interest checking accounts
- 4.85%, variable on all existing money market accounts
  - o Minimum balance of \$100,000

What does it mean to Bank Happy?

It means that we are committed to providing you with the highest level of customer service in everything we do.

It's a smile and a friendly hello when you walk in the door.

It is the local decision makers who understand your goals and know how to get you what you need.

bank happy.

We appreciate our relationship with Long Lake Central School District and look forward to continuing to work together to meet the School District's banking needs

Respectfully submitted,

Charlena Pauls

Charlena Pauls Branch Manager P: (518) 648-5711 Charlena Pauls@cbna.com Stacey Tyler

Stacey Tyler
Municipal Banking Officer
P: (802) 859-3114
Stacey.Tyler@cbna.com

2019

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Personnel

### POLICY

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE

The District is committed to maintaining a discrimination-free work environment. Sexual harassment is one form of workplace discrimination. This policy addresses sexual harassment in the workplace and is one component of the District's commitment to a discrimination-free work environment.

Sexual harassment is a form of employee misconduct, a violation of District policy, and unlawful. Employees of every level who engage in sexual harassment, including supervisory personnel who engage in sexual harassment, who knowingly allow such behavior to continue, or fail to report suspected sexual harassment will be subject to remedial and/or disciplinary action by the District. Sexual harassment may also subject the District to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability.

This policy applies to all instances of sexual harassment perpetrated against a "covered person," regardless of immigration status, by anyone in the workplace, including a co-worker, supervisor, or third-party such as a non-employee, paid or unpaid intern, vendor, building security, visitor, volunteer, parent, or student. For purposes of this policy, a "covered person" includes:

- a) Employees;
- b) Applicants for employment;
- c) Paid or unpaid interns; and
- d) Non-employees, which include anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or other person providing services pursuant to a contract in the workplace.

Sexual harassment in the workplace can occur between any individuals, regardless of their sex or gender. Unlawful sexual harassment is not limited to the physical workplace itself. Sexual harassment can occur on school grounds, school buses or District vehicles, and at school-sponsored events, programs, or activities, including those that take place at locations off school premises. It can also occur while employees are traveling for District business. Calls, texts, emails, and social media usage can constitute unlawful workplace harassment, even if they occur away from school grounds, on personal devices, or during non-work hours.

#### What Constitutes Sexual Harassment

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender.

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# POLICY

Personnel

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

Under New York State Human Rights Law, sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- a) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- b) Such conduct is made either explicitly or implicitly a term or condition of employment; or
- c) Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any covered person who feels harassed should report the conduct so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

#### Examples of Sexual Harassment

The following describes some actions that may constitute unlawful sexual harassment and that are strictly prohibited:

- a) Physical acts of a sexual nature, such as:
  - 1. Touching, pinching, patting, kissing, hugging, grabbing, brushing against another person's body or poking another person's body; and
  - 2. Rape, sexual battery, molestation or attempts to commit these assaults.

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- b) Unwanted sexual advances or propositions, such as:
  - 1. Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments; and
  - 2. Subtle or obvious pressure for unwelcome sexual activities.
- c) Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- d) Sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- e) Sexual or discriminatory displays or publications anywhere in the workplace, such as pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- f) Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, and the status of being transgender, such as:
  - 1. Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - 2. Sabotaging an individual's work; and
  - 3. Bullying, yelling, or name-calling.

#### Prohibition of Retaliatory Behavior (Whistle-Blower Protection)

Unlawful retaliation can be any action that could discourage a covered person from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

The District prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participate in the investigation of a complaint of sexual harassment. Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

# POLICY

Personnel

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- a) Made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- b) Testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- c) Opposed sexual harassment by making a verbal or informal complaint of harassment to a supervisor, building principal, other administrator, or the Civil Rights Compliance Officer (CRCO);
- d) Reported that another employee has been sexually harassed; or
- e) Encouraged a fellow employee to report harassment.

Even if the alleged 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 harassment.

#### **Reporting Sexual Harassment**

Preventing sexual harassment is everyone's responsibility. The District cannot prevent or remedy sexual harassment unless it knows about it. Any covered person who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, building principal, other administrator, or the CRCO. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is posted on the District website, and all covered persons are encouraged to use this complaint form. Persons who are reporting sexual harassment on behalf of another person should use the complaint form and note that it is being submitted on another person's behalf.

Any person who believes they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

#### Supervisory Responsibilities

All supervisors, building principals, and other administrators who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to the CRCO. In the event the CRCO is the alleged harasser, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity, or to the Superintendent.

# POLICY

Personnel

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors, building principals, and other administrators will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors, building principals, and other administrators will also be subject to discipline for engaging in any retaliation.

#### **Investigating Complaints**

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commence immediately and be completed as soon as possible. The investigation 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 persons involved, including complainants, witnesses, and alleged harassers will be accorded due process, as outlined below, and in accordance with any applicable collective bargaining agreements to protect their rights to a fair and impartial investigation.

The District will not tolerate retaliation against anyone who files complaints, supports another's complaint, or participates in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- a) Upon receipt of a complaint, the CRCO will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. In the event that the CRCO is the alleged harasser, the complaint will be directed to another CRCO or District designee for investigation.
- b) If a complaint is verbal, encourage the individual to complete the complaint form, which is available on the District website, in writing. If he or she refuses, prepare a complaint form based on the verbal reporting.
- c) If documents, emails, or phone records are relevant to the investigation, take steps to obtain and preserve them.
- d) Request and review all relevant documents, including all electronic communications.

32200

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- e) Interview all parties involved, including any relevant witnesses. If a student is involved, the District will follow all applicable District policies and procedures regarding questioning students.
- f) 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;
  - 4. A summary of prior relevant incidents, reported or unreported; and
  - 5. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- g) Keep the written documentation and associated documents in a secure and confidential location.
- h) Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- i) Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

If an investigation reveals that discrimination or harassment has occurred, the District will take immediate corrective action as warranted. This 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.

#### **Annual Training**

The District will provide a sexual harassment prevention training program to all employees on an annual basis. The training will be interactive and will include:

- a) An explanation of sexual harassment consistent with guidance issued by the Department of Labor in consultation with the Division of Human Rights;
- b) Examples of conduct that would constitute unlawful sexual harassment;

# POLICY

Personnel

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- c) Information concerning the federal and state statutory provisions concerning sexual harassment and remedies available to victims of sexual harassment;
- d) Information concerning employees' rights of redress and all available forums for adjudicating complaints; and
- e) Information addressing conduct by supervisors and any additional responsibilities for such supervisors.

#### Notice

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The District will provide this policy to all employees in writing. The District will post this policy prominently throughout the District to the extent practicable.

At the time of hiring and at every annual sexual harassment prevention training program, the District will provide each employee a notice containing this policy and the information presented at the District's sexual harassment prevention training program.

This notice will be provided in English and in the language identified by the employee as his or her primary language, provided that the New York State Department of Labor Commissioner has published a template of the model materials in that language.

The notice will be delivered in writing, either in print or digitally. The notice will either link to or include, as an attachment or printed copy, the policy and training materials.

#### **Legal Protections and External Remedies**

Sexual harassment is not only prohibited by the District but is also prohibited by state, federal, and, where applicable, local law.

Aside from the District's internal process, individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, an individual may seek the legal advice of an attorney.

In addition to those outlined below, individuals may have additional legal protections.

#### State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects covered persons, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.



#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

Complaints with DHR may be filed any time within one year (three years beginning August 12, 2020) of the harassment. If an individual did not file with DHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the District does not extend your time to file with DHR or in court. The one year or three years is counted from the date of the most recent incident of harassment.

Individuals do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Individuals may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

#### Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal antidiscrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 USC § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

# POLICY

Personnel

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

An individual alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

#### Title IX

Title IX of the Education Amendments of 1972 prohibits discrimination on the basis of sex in any federally funded education program or activity. The U.S. Department of Education's Office for Civil Rights (OCR) enforces Title IX of the Education Amendments of 1972.

For more information about how to file a complaint, contact OCR at 800-421-3481 (TDD 800-877-8339) or visit: <a href="https://www2.ed.gov/about/offices/list/ocr/docs/howto.html">https://www2.ed.gov/about/offices/list/ocr/docs/howto.html</a>. The website contains information about filing the complaint online, by mail, or by email.

#### **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

#### Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Title VII of the Civil Rights Act of 1964, 42 USC § 2000e et seq. Title IX of the Education Amendments of 1972, 20 USC § 1681 et seq. 29 CFR § 1604.11(a) 34 CFR Subtitle B, Chapter I Civil Service Law § 75-B Executive Law Article 15 Labor Law § 201-g

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

#6122 -- Employee Grievances ✓

#7551 -- Sexual Harassment of Students ~

Adoption Date – March 19, 2020

2023

6121**√** I of 11

Personnel

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE

#### Overview

The District is committed to creating and maintaining an environment which is free from discrimination and harassment. Sexual harassment is one form of workplace discrimination. This policy addresses sexual harassment in the workplace. It is just one component of the District's overall commitment to maintaining a discrimination and harassment-free educational and work environment.

Sexual harassment is a form of employee misconduct, a violation of District policy, and unlawful. Employees of every level who engage in sexual harassment, including supervisory personnel who engage in sexual harassment, who knowingly allow such behavior to continue, or fail to report suspected sexual harassment will be subject to remedial and/or disciplinary action by the District. Sexual harassment may also subject the District to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability.

The District adopts this policy as part of its effort to provide for the prompt and equitable resolution of complaints of sexual harassment in the workplace. The District will promptly respond to reports of sexual harassment in the workplace, 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)) and/or Title IX Coordinator(s).

#### Scope and Application

This policy applies to all instances of sexual harassment perpetrated against a "covered person," regardless of immigration status, by anyone in the workplace, including a co-worker, supervisor, or third-party such as a non-employee, paid or unpaid intern, vendor, building security, visitor, volunteer, parent, or student. For purposes of this policy, a "covered person" includes:

- a) Employees:
- b) Applicants for employment;
- c) Paid or unpaid interns; and
- d) Non-employees, which include anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or other person providing services pursuant to a contract in the workplace.

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

Sexual harassment in the workplace can occur between any individuals, regardless of their sex or gender. Unlawful sexual harassment is not limited to the physical workplace itself. Sexual harassment can occur on school property and at school functions which, for purposes of this policy, 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. It can also occur while employees are traveling for District business. Calls, texts, emails, and social media usage can constitute unlawful workplace harassment, even if they occur away from school property, on personal devices, or during non-work hours. Accordingly, conduct or incidents of sexual harassment that create or foreseeably create a disruption within the District may be subject to this policy in certain circumstances.

Other District policies and documents such as regulations, procedures, collective bargaining agreements, and the District's *Code of Conduct* may address misconduct related to sexual 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 and where the alleged sexual harassment occurred. 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.

#### What Constitutes Sexual Harassment

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender.

Under New York State Human Rights Law, sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- a) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- b) Such conduct is made either explicitly or implicitly a term or condition of employment; or
- c) Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called "quid pro quo" harassment.

Any covered person who feels harassed should report the conduct so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

#### Examples of Sexual Harassment

The following describes some actions that may constitute unlawful sexual harassment and that are strictly prohibited:

- a) Physical acts of a sexual nature, such as:
  - 1. Touching, pinching, patting, kissing, hugging, grabbing, brushing against another person's body or poking another person's body; and
  - 2. Rape, sexual battery, molestation or attempts to commit these assaults.
- b) Unwanted sexual advances or propositions, such as:
  - 1. Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments; and
  - 2. Subtle or obvious pressure for unwelcome sexual activities.
- c) Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- d) Sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- e) Sexual or discriminatory displays or publications anywhere in the workplace, such as pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- f) Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, and the status of being transgender, such as:
  - 1. Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - 2. Sabotaging an individual's work; and
  - 3. Bullying, yelling, or name-calling.

#### Prohibition of Retaliatory Behavior (Whistle-Blower Protection)

Unlawful retaliation can be any action that could discourage a covered person from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

The District prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participate in the investigation of a complaint of sexual harassment. Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- a) Made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- b) Testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- c) Opposed sexual harassment by making an oral or informal complaint of harassment to a supervisor, building principal, other administrator, or the CRCO;
- d) Reported that another employee has been sexually harassed; or
- e) Encouraged a fellow employee to report harassment.

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

Even if the alleged 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 harassment.

#### Reporting Allegations of Sexual Harassment

Preventing sexual harassment is everyone's responsibility. The District cannot prevent or remedy sexual harassment unless it knows about it. Any covered person who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, building principal, other administrator, or the CRCO. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior.

Reports of sexual harassment may be made orally or in writing. A form for submission of a written complaint is posted on the District website, and all covered persons are encouraged to use this complaint form. Persons who are reporting sexual harassment on behalf of another person should use the complaint form and note that it is being submitted on another person's behalf.

District employees must comply with reporting requirements in any other applicable District policy or document.

Any person who believes they have been a target of sexual harassment may also seek assistance in other available forums, as explained in this policy.

#### Supervisory Responsibilities

All supervisors, building principals, and other administrators who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual 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.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors, building principals, and other administrators will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors, building principals, and other administrators will also be subject to discipline for engaging in any retaliation.

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

#### **Investigating Complaints of Sexual Harassment**

All complaints or information about sexual harassment will be investigated, whether that information was reported in oral or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation 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 persons involved, including complainants, witnesses, and alleged harassers will be accorded due process, as outlined below, and in accordance with any applicable collective bargaining agreements to protect their rights to a fair and impartial investigation.

The District will not tolerate retaliation against anyone who files complaints, supports another's complaint, or participates in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- a) Upon receipt of a complaint, the CRCO will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate.
  - 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.
- b) All complaints of sexual harassment will be investigated regardless of the form in which those complaints are made. For oral complaints, the individual will be encouraged to complete the complaint form, which is available on the District website, in writing. If he or she refuses, a complaint form based on the oral report will be prepared. The complainant will be provided a copy of the completed complaint form.
- c) If documents, emails, or phone records are relevant to the investigation, take steps to obtain and preserve them.
- d) Request and review all relevant documents, including all electronic communications.

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- e) Interview all parties involved, including any relevant witnesses. If a student is involved, the District will follow all applicable District policies and procedures regarding questioning students.
- f) 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;
  - 4. A summary of prior relevant incidents, reported or unreported; and
  - 5. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- g) Keep the written documentation and associated documents in a secure and confidential location.
- h) Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- i) Inform the individual who reported of the right to file a complaint or charge externally as outlined in this policy.

Additionally, other District policies and documents address sexual 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 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 sexual harassment 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*.

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

#### **Annual Training**

The District will provide a sexual harassment prevention training program to all employees on an annual basis. The training will be interactive and will include:

- a) An explanation of sexual harassment consistent with guidance issued by the Department of Labor in consultation with the Division of Human Rights;
- b) Examples of conduct that would constitute unlawful sexual harassment;
- c) Information concerning the federal and state statutory provisions concerning sexual harassment and remedies available to victims of sexual harassment;
- d) Information concerning employees' rights of redress and all available forums for adjudicating complaints; and
- e) Information addressing conduct by supervisors and any additional responsibilities for such supervisors.

#### Notification

The District will provide this policy to all employees in writing. The District will post this policy prominently throughout the District to the extent practicable.

At the time of hiring and at every annual sexual harassment prevention training program, the District will provide each employee a notice containing this policy and the information presented at the District's sexual harassment prevention training program.

This notice will be provided in English and in the language identified by the employee as his or her primary language, provided that the New York State Department of Labor Commissioner has published a template of the model materials in that language.

The notice will be delivered in writing, either in print or digitally. The notice will either link to or include, as an attachment or printed copy, the policy and training materials.

#### **Legal Protections and External Remedies**

Sexual harassment is not only prohibited by the District but is also prohibited by state, federal, and, where applicable, local law.

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

Aside from the District's internal process, individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, an individual may seek the legal advice of an attorney. Individuals may also call the New York State Division of Human Rights' (NYSDHR's) toll free confidential hotline at 1-800-HARASS-3 (1-800-427-2773) Monday through Friday, 9:00 AM to 5:00 PM, for counsel and assistance regarding complaints of workplace sexual harassment. The hotline connects individuals with attorneys who have experience in responding to issues relating to sexual harassment and can provide pro bono assistance.

In addition to those outlined below, individuals may have other legal protections.

## State Human Rights Law (HRL)

The HRL, codified as N.Y. Executive Law, art. 15, Section 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects covered persons, regardless of immigration status. A complaint alleging violation of the HRL may be filed either with the NYSDHR or in New York State Supreme Court.

Complaints with NYSDHR may be filed any time within one year (three years beginning August 12, 2020) of the harassment. If an individual did not file with NYSDHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with NYSDHR if they have already filed a HRL complaint in state court.

Complaining internally to the District does not extend the time to file with NYSDHR or in court. The one year or three years is counted from the date of the most recent incident of harassment.

Individuals do not need an attorney to file a complaint with NYSDHR, and there is no cost to file with NYSDHR.

NYSDHR will investigate the complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, NYSDHR has the power to award relief, which varies but may include requiring the District to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees, and civil fines.

NYSDHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Individuals may call (718) 741-8400 or visit: www.dhr.ny.gov.

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

Contact NYSDHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to NYSDHR. The website also contains contact information for NYSDHR's regional offices across New York State.

#### Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 USC Section 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

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If an individual filed an administrative complaint with NYSDHR, then NYSDHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

#### Title IX

Title IX of the Education Amendments Act of 1972 prohibits discrimination on the basis of sex in any federally funded education program or activity. The U.S. Department of Education's Office for Civil Rights (OCR) enforces Title IX of the Education Amendments Act of 1972.

For more information about how to file a complaint, contact OCR at 800-421-3481 (TDD 800-877-8339) or visit: <a href="https://www2.ed.gov/about/offices/list/ocr/docs/howto.html">https://www2.ed.gov/about/offices/list/ocr/docs/howto.html</a>. The website contains information about filing the complaint online, by mail, or by email.

#### **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if such a law exists.

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

#### Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Title VII of the Civil Rights Act of 1964, 42 USC § 2000e et seq. Title IX of the Education Amendments Act of 1972, 20 USC § 1681 et seq. 29 CFR § 1604.11(a) 34 CFR Subtitle B, Chapter I Civil Service Law § 75-b New York State Human Rights Law, Executive Law § 290 et seq. Labor Law §§ 201-g and 740

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

#3421 - <u>Title IX and Sex Discrimination</u> #6122 - <u>Employee Grievances</u>

#7551 - Sexual Harassment of Students

6121 I of 11

Personnel

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE

#### Overview

The District is committed to creating and maintaining an environment which is free from discrimination and harassment. Sexual harassment is one form of workplace discrimination. This policy addresses sexual harassment in the workplace. It is just one component of the District's overall commitment to maintaining a discrimination and harassment-free educational and work environment.

Sexual harassment is a form of employee misconduct, a violation of District policy, and unlawful. Employees of every level who engage in sexual harassment, including supervisory personnel who engage in sexual harassment, who knowingly allow such behavior to continue, or fail to report suspected sexual harassment will be subject to remedial and/or disciplinary action by the District. Sexual harassment may also subject the District to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability.

The District adopts this policy as part of its effort to provide for the prompt and equitable resolution of complaints of sexual harassment in the workplace. The District will promptly respond to reports of sexual harassment in the workplace, 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)) and/or Title IX Coordinator(s).

#### Scope and Application

This policy applies to all instances of sexual harassment perpetrated against a "covered person," regardless of immigration status, by anyone in the workplace, including a co-worker, supervisor, or third-party such as a non-employee, paid or unpaid intern, vendor, building security, visitor, volunteer, parent, or student. For purposes of this policy, a "covered person" includes:

- a) Employees;
- b) Applicants for employment;
- c) Paid or unpaid interns; and
- d) Non-employees, which include anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or other person providing services pursuant to a contract in the workplace.

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

Sexual harassment in the workplace can occur between any individuals, regardless of their sex or gender. Unlawful sexual harassment is not limited to the physical workplace itself. Sexual harassment can occur on school property and at school functions which, for purposes of this policy, 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. It can also occur while employees are traveling for District business. Calls, texts, emails, and social media usage can constitute unlawful workplace harassment, even if they occur away from school property, on personal devices, or during non-work hours. Accordingly, conduct or incidents of sexual harassment that create or foreseeably create a disruption within the District may be subject to this policy in certain circumstances.

Other District policies and documents such as regulations, procedures, collective bargaining agreements, and the District's *Code of Conduct* may address misconduct related to sexual 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 and where the alleged sexual harassment occurred. These documents must be read in conjunction with this policy. Applicable policies or documents may include: Policy #3420 Non Discrimination and Anti Harassment in the District; and Policy #3421 Title IX and Sex Discrimination.

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

#### What Constitutes Sexual Harassment

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender.

Under New York State Human Rights Law, sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- a) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- b) Such conduct is made either explicitly or implicitly a term or condition of employment; or

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

c) Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called "quid pro quo" harassment.

Any covered person who feels harassed should report the conduct so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

#### Examples of Sexual Harassment

The following describes some actions that may constitute unlawful sexual harassment and that are strictly prohibited:

- a) Physical acts of a sexual nature, such as:
  - 1. Touching, pinching, patting, kissing, hugging, grabbing, brushing against another person's body or poking another person's body; and
  - 2. Rape, sexual battery, molestation or attempts to commit these assaults.
- b) Unwanted sexual advances or propositions, such as:
  - 1. Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments; and
  - 2. Subtle or obvious pressure for unwelcome sexual activities.
- c) Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- d) Sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- e) Sexual or discriminatory displays or publications anywhere in the workplace, such as pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- f) Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, and the status of being transgender, such as:
  - 1. Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - 2. Sabotaging an individual's work; and
  - 3. Bullying, yelling, or name-calling.

## Prohibition of Retaliatory Behavior (Whistle-Blower Protection)

Unlawful retaliation can be any action that could discourage a covered person from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

The District prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participate in the investigation of a complaint of sexual harassment. Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- a) Made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- b) Testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- c) Opposed sexual harassment by making an oral or informal complaint of harassment to a supervisor, building principal, other administrator, or the CRCO;

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- d) Reported that another employee has been sexually harassed; or
- e) Encouraged a fellow employee to report harassment.

Even if the alleged 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 harassment.

## Reporting Allegations of Sexual Harassment

Preventing sexual harassment is everyone's responsibility. The District cannot prevent or remedy sexual harassment unless it knows about it. Any covered person who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, building principal, other administrator, or the CRCO. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior.

Reports of sexual harassment may be made orally or in writing. A form for submission of a written complaint is posted on the District website, and all covered persons are encouraged to use this complaint form. Persons who are reporting sexual harassment on behalf of another person should use the complaint form and note that it is being submitted on another person's behalf.

District employees must comply with reporting requirements in any other applicable District policy or document. Applicable policies or documents may include: Policy #3420 Non Discrimination and Anti-Harassment in the District; and Policy #3421 Title IX and Sex Discrimination.

Any person who believes they have been a target of sexual harassment may also seek assistance in other available forums, as explained in this policy.

#### Supervisory Responsibilities

All supervisors, building principals, and other administrators who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual 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.

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors, building principals, and other administrators will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors, building principals, and other administrators will also be subject to discipline for engaging in any retaliation.

#### **Investigating Complaints of Sexual Harassment**

All complaints or information about sexual harassment will be investigated, whether that information was reported in oral or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation 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 persons involved, including complainants, witnesses, and alleged harassers will be accorded due process, as outlined below, and in accordance with any applicable collective bargaining agreements to protect their rights to a fair and impartial investigation.

The District will not tolerate retaliation against anyone who files complaints, supports another's complaint, or participates in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- a) Upon receipt of a complaint, the CRCO will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate.
  - 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.
- b) All complaints of sexual harassment will be investigated regardless of the form in which those complaints are made. For oral complaints, the individual will be encouraged to complete the complaint form, which is available on the District website, in writing. If he or she refuses, a complaint form based on the oral report will be prepared. The complainant will be provided a copy of the completed complaint form.

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- c) If documents, emails, or phone records are relevant to the investigation, take steps to obtain and preserve them.
- d) Request and review all relevant documents, including all electronic communications.
- e) Interview all parties involved, including any relevant witnesses. If a student is involved, the District will follow all applicable District policies and procedures regarding questioning students.
- f) 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;
  - 4. A summary of prior relevant incidents, reported or unreported; and
  - 5. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- g) Keep the written documentation and associated documents in a secure and confidential location.
- h) Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- i) Inform the individual who reported of the right to file a complaint or charge externally as outlined in this policy.

Additionally, other District policies and documents address sexual harassment. These policies and documents may include: Policy #3420 — Non-Discrimination and Anti-Harassment in the District; and Policy #3421 — Title IX and Sex Discrimination. 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 Title IX Coordinator(s) to determine which District policies and/or documents are applicable to the specific facts of the complaint.

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

If an investigation reveals that sexual harassment 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*.

#### Annual Training

The District will provide a sexual harassment prevention training program to all employees on an annual basis. The training will be interactive and will include:

- a) An explanation of sexual harassment consistent with guidance issued by the Department of Labor in consultation with the Division of Human Rights;
- b) Examples of conduct that would constitute unlawful sexual harassment;
- c) Information concerning the federal and state statutory provisions concerning sexual harassment and remedies available to victims of sexual harassment;
- d) Information concerning employees' rights of redress and all available forums for adjudicating complaints; and
- e) Information addressing conduct by supervisors and any additional responsibilities for such supervisors.

#### Notification

The District will provide this policy to all employees in writing. The District will post this policy prominently throughout the District to the extent practicable.

At the time of hiring and at every annual sexual harassment prevention training program, the District will provide each employee a notice containing this policy and the information presented at the District's sexual harassment prevention training program.

This notice will be provided in English and in the language identified by the employee as his or her primary language, provided that the New York State Department of Labor Commissioner has published a template of the model materials in that language.

The notice will be delivered in writing, either in print or digitally. The notice will either link to or include, as an attachment or printed copy, the policy and training materials.

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

## Legal Protections and External Remedies

Sexual harassment is not only prohibited by the District but is also prohibited by state, federal, and, where applicable, local law.

Aside from the District's internal process, individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, an individual may seek the legal advice of an attorney. Individuals may also call the New York State Division of Human Rights' (NYSDIIR's) toll free confidential hotline at 1-800-HARASS-3 (1-800-427-2773) Monday through Friday, 9:00 AM to 5:00 PM, for counsel and assistance regarding complaints of workplace sexual harassment. The hotline connects individuals with attorneys who have experience in responding to issues relating to sexual harassment and can provide pro bono assistance.

In addition to those outlined below, individuals may have additional other legal protections.

## State Human Rights Law (HRL)

The HRL, codified as N.Y. Executive Law, art. 15, Section 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects covered persons, regardless of immigration status. A complaint alleging violation of the HRL may be filed either with the <del>Division of Human Rights (NYSDHR)</del> or in New York State Supreme Court.

Complaints with NYSDHR may be filed any time within one year (three years beginning August 12, 2020) of the harassment. If an individual did not file with NYSDHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with NYSDHR if they have already filed a HRL complaint in state court.

Complaining internally to the District does not extend the time to file with NYSDHR or in court. The one year or three years is counted from the date of the most recent incident of harassment.

Individuals do not need an attorney to file a complaint with NYSDHR, and there is no cost to file with NYSDHR.

NYSDHR will investigate the complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, NYSDHR has the power to award relief, which varies but may include requiring the District to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees, and civil fines.

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

NYSDHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Individuals may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact NYSDHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to NYSDHR. The website also contains contact information for NYSDHR's regional offices across New York State.

#### Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 USC Section 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An individual alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov, or via email at info@eeoc.gov.

If an individual filed an administrative complaint with NYSDHR, then NYSDHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

#### Title IX

Title IX of the Education Amendments Act of 1972 prohibits discrimination on the basis of sex in any federally funded education program or activity. The U.S. Department of Education's Office for Civil Rights (OCR) enforces Title IX of the Education Amendments Act of 1972.

For more information about how to file a complaint, contact OCR at 800-421-3481 (TDD 800-877-8339) or visit: <a href="https://www2.ed.gov/about/offices/list/ocr/docs/howto.html">https://www2.ed.gov/about/offices/list/ocr/docs/howto.html</a>. The website contains information about filing the complaint online, by mail, or by email.

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

#### **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if such a law exists.

## Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Title VII of the Civil Rights Act of 1964, 42 USC § 2000e et seq. Title IX of the Education Amendments Act of 1972, 20 USC § 1681 et seq. 29 CFR § 1604.11(a) 34 CFR Subtitle B, Chapter I Civil Service Law § 75-b New York State Human Rights Law, Executive Law § 290 et seq. Labor Law § 201-g and 740

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

#3421 - Title IX and Sex Discrimination

#6122 -- Employee Grievances

#7551 - Sexual Harassment of Students

6130 1 of 2

Personnel

#### SUBJECT: EVALUATION OF PERSONNEL

#### All Staff Members

The administration shall undertake a continuous program of supervision and evaluation of all personnel, including support staff, in the School District. The primary purposes of the evaluations shall be to encourage and promote improved performance and to make decisions about the occupancy of positions.

#### Teachers and Administrators

The Long Lake Central School District is committed to supporting the development of effective teachers and administrators. To this end, the District shall provide procedures for the evaluation of all professional staff. District plans for Annual Professional Performance Review (APPR) of teachers and Principals shall be developed in accordance with applicable laws, Commissioner's Regulations, and Rules of the Board of Regents.

The primary purposes of these evaluations are:

- a) To encourage and promote improved performance;
- b) To guide professional development efforts; and
- c) To provide a basis for evaluative judgments by applicable school officials.

## **APPR Ratings**

For those teachers and Principals subject to Education Law 3012-c, the Annual Professional Performance Review (APPR) will result in a single composite effectiveness score and a rating of "highly effective," "effective," "developing," or "ineffective." The composite score will be determined as follows:

- a) 20% student growth on state assessments or a comparable measure of student achievement growth (increases to 25% upon implementation of a value-added growth model);
- b) 20% locally selected measures of student achievement that are determined to be rigorous and comparable across classrooms as defined by the Commissioner (decreases to 15% upon implementation of a value-added growth model); and
- c) 60% other measures of teacher/Principal effectiveness consistent with standards prescribed by the Commissioner in regulation.

The ratings scale based on composite scores has been established as follows:

#### SUBJECT: EVALUATION OF PERSONNEL (Cont'd.)

- a) Highly Effective = composite effectiveness score of 91-100
- b) Effective = composite effectiveness score of 75-90
- c) Developing = composite effectiveness score of 65-74
- d) Ineffective = composite effectiveness score of 0-64.

If a teacher or Principal is rated "developing" or "ineffective," the School District will develop and implement a teacher or Principal improvement plan (TIP) or (PIP). Tenured teachers and Principals with a pattern of ineffective teaching or performance, defined as two consecutive annual "ineffective" ratings, may be charged with incompetence and considered for termination through an expedited hearing process.

The School District will ensure that all evaluators are appropriately trained consistent with standards prescribed by the Commissioner and that an appeals procedure is locally developed.

#### Disclosure of APPR Data

Consistent with Chapter 68 of the Laws of 2012, which amends Education Law 3012-c, the Commissioner is required to disclose professional performance review data for teachers and Principals on the New York State Education Department (NYSED) website and in any other manner to make such data widely available to the public. However, the release of such aggregate data may not include personally identifiable information for any teacher or Principal. Such public disclosure of final quality ratings and composite effectiveness scores will be suitable for research, analysis and comparison of APPR data for teachers and Principals across the state.

Upon request, the District will release to parents/legal guardians the final quality ratings and composite effectiveness scores for teachers and Principals to which their student is currently assigned. The District's obligation to disclose this information is limited to those teachers and Building Principals subject to Education Law 3012-c. The District will provide conspicuous notice to parents/legal guardians of their right to obtain such information and the methods by which the data can be obtained. Upon request, parents will receive an oral or written explanation of the composite effectiveness scoring ranges for final quality ratings and be offered the opportunity to understand such scores in the context of teacher evaluation and student performance. When a request for this information is received, reasonable efforts will be made to verify that it is a bona fide request by a parent/legal guardian entitled to review the data.

Annual professional performance reviews of individual teachers and Principals shall not be subject to disclosure under the Freedom of Information Law (FOIL).

Education Law 3012-c

Public Officers Law Sections 87 and 89

8 NYCRR Sections 80-1.1 and 100.2(o)

Adoption Date – September 12, 2013

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6130

Personnel

#### SUBJECT: EVALUATION OF PERSONNEL

#### All Staff Members

The administration will undertake a continuous program of supervision and evaluation of all personnel, including support staff, in the District. The primary purposes of the evaluations will be to encourage and promote improved performance and to make decisions about the occupancy of positions.

#### Teachers and Administrators

The District is committed to supporting the development of effective teachers and administrators. To this end, the District will provide procedures for the evaluation of all professional staff. The District will develop an Annual Professional Performance Review (APPR) plan/educator evaluation plan in accordance with applicable laws and regulations.

The primary purposes of these evaluations are:

- a) To encourage and promote improved performance;
- b) To guide professional development efforts; and
- c) To provide a basis for evaluative judgments by applicable school officials.

## Disclosure of APPR/Educator Evaluation Ratings

The Commissioner is required to disclose professional performance review/evaluation data for teachers and building principals on the New York State Education Department website and in any other manner to make this data widely available to the public. The District will provide notice to parents or legal guardians of their right to obtain this information and the methods by which the data can be obtained.

Education Law Sections 3012-c and 3012-d Public Officers Law Article 6 8 NYCRR Subpart 30-3 8 NYCRR Sections 80-1.1 and 100.2(o)

6130

Personnel

#### SUBJECT: EVALUATION OF PERSONNEL

#### All Staff Members

The administration will undertake a continuous program of supervision and evaluation of all personnel, including support staff, in the District. The primary purposes of the evaluations will be to encourage and promote improved performance and to make decisions about the occupancy of positions.

#### **Teachers and Administrators**

The District is committed to supporting the development of effective teachers and administrators. To this end, the District will provide procedures for the evaluation of all professional staff. The District plans for Annual Professional Performance Review (APPR) of teachers and principals—will be developed an Annual Professional Performance Review (APPR) plan/educator evaluation plan in accordance with applicable laws, Commissioner's and regulations, and Rules of the Board of Regents.

The primary purposes of these evaluations are:

- a) To encourage and promote improved performance;
- b) To guide professional development efforts; and
- c) To provide a basis for evaluative judgments by applicable school officials.

## Disclosure of APPR/Educator Evaluation Ratings

The Commissioner is required to disclose professional performance review/evaluation data for teachers and building principals on the New York State Education Department website and in any other manner to make this data widely available to the public. The District will provide notice to parents or legal guardians of their right to obtain this information and the methods by which the data can be obtained.

Education Law Sections 3012-c, and 3012-d Public Officers Law <del>Sections 87 and 89</del> Article 6 8 NYCRR Subpart 30-3 8 NYCRR Sections 80-1.1 and 100.2(o) **POLICY** 

2020

7150 1 of 2

Students

SUBJECT: REMOTE LEARNING\*

## Use of Remote Learning in the District

The District may offer remote or distance learning to students at certain times including, but not limited to, independent study, enrichment courses, and in the event of an extraordinary circumstance such as widespread illness, natural disaster, or other emergency situation.

When making decisions about remote learning, the District will consult with students, parents, teachers, administrators, community members, and other stakeholders as appropriate. The District will also ensure that it is complying with applicable teaching and learning requirements.

## **Extraordinary Circumstances**

In the event of an extraordinary circumstance that requires long-term and widespread use of remote learning, a plan will be developed that outlines how the District will accomplish remote learning. This plan will outline the number of students involved, modes of remote learning, asynchronous and synchronous learning opportunities, internet and device access among students, and alternatives available for students who have neither a device nor consistent access. It will also address the needs of different populations of students including, but not limited to, vulnerable students, younger students, students with disabilities, and English language learners.

If warranted, the District may use a hybrid model of in-person instruction and remote learning.

## Formats and Methods of Remote Learning

Remote learning may be delivered by teachers through a variety of formats and methods. Instruction may be provided through video, audio, and/or written materials. Communication between teachers and students may occur through video conferencing, prerecorded videos, online discussion boards, and/or other instruction that relies on technology. Remote learning can occur synchronously, which involves real-time interaction and collaboration between teachers and students, or asynchronously, which involves delayed interactions between teachers and students and self-directed learning.

Determinations about how to best deliver remote learning will take into account a variety of factors including, but not limited to, the number of students involved, the subject matter, the students' grade levels, and technological resources of both the District and students. Consideration will also be given to whether accommodations need to be made for students with disabilities or English language learners.

## Remote Learning Support

As necessary, the District will provide instruction on using remote learning technology and IT support for students, teachers, and families. The District will also work to ensure that teachers and administrators are provided with professional development opportunities related to designing an effective remote learning experience.

POLICY

Adoption Date

Students

SUBJECT: REMOTE LEARNING\* (Cont'd.)

## Compliance with District Policies, Procedures, and the Code of Conduct

Teachers and students are required to comply with any and all applicable District policies, procedures, and other related documents as they normally would for in-person instruction. Examples include, but are not limited to, the District's policies and procedures on non-discrimination and anti-harassment, acceptable use, and copyright. Students will also be required to abide by the rules contained within the Code of Conduct at all times while engaged in remote learning. Violations of the Code of Conduct and/or engaging in prohibited conduct may result in disciplinary action as warranted.

#### Privacy and Security of Student and Teacher Data

In compliance with law, regulation, and District policy, the District will take measures to protect the personal information of students and teachers from unauthorized access when using remote learning technologies. Examples of these measures include, but are not limited to, minimizing the amount of data shared to only that which is necessary, deidentifying data, and the use of encryption or an equivalent technical control that renders personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons when transmitted electronically.

<sup>\*</sup>Customize to District — This sample language is provided as an example of how a district might address remote learning in policy. It should be revised to reflect the District's specific circumstances and practices and it should be consistent with any other applicable documents such as student handbooks. It is recommended that districts keep the language in this policy high-level to account for the fact that the District's approach to remote learning will likely evolve as circumstances change. Details about the implementation of remote learning can be placed in procedural documents which are more easily revised.

7150 1 of 4

Students

#### SUBJECT: REMOTE LEARNING\* INSTRUCTION

## Use of Remote Learning in the District-Overview

The District may offer remote or distance learning—instruction to students at certain times including, but not limited to, independent study, enrichment courses, and in the event of an extraordinary eircumstance—such—as widespread illness, natural disaster, or other emergency situation—emergency condition, including, but not limited to, extraordinary adverse weather conditions, impairment of heating facilities, insufficiency of water supply, shortage of fuel, destruction of a school building, or a communicable disease outbreak.

In the event the District remains in session and provides remote instruction when it would otherwise close due to an emergency condition, the remote instruction provided by the District will be consistent with the District's emergency remote instruction plan, located in the District-wide school safety plan.

When making decisions about remote learning instruction, the District will consult with students, parents, teachers, administrators, community members, and other stakeholders as appropriate. When implementing remote instruction, 4the District will also ensure that it is complying with applicable teaching and learning requirements.

#### Extraordinary Circumstances

In the event of an extraordinary circumstance that requires long term and widespread use of remote learning, a plan will be developed that outlines how the District will accomplish remote learning. This plan will outline the number of students involved, modes of remote learning, asynchronous and synchronous learning opportunities. Internet and device access among students, and alternatives available for students who have neither a device nor consistent access. It will also address the needs of different populations of students including, but not limited to, vulnerable students, younger students, students with disabilities, and English language learners.

— If warranted, the District may use a hybrid-model of in person-instruction and remote learning.

#### **Definitions**

- a) "Asynchronous instruction" means instruction where students engage in learning without the direct presence (remote or in-person) of a teacher.
- b) "Non-digital and/or audio-based instruction" means instruction accessed synchronously and/or asynchronously through paper-based materials where the student to teacher interaction occurs via telephone or other audio platforms.
- c) "Remote instruction" means instruction provided by an appropriately certified teacher who is not in the same in-person physical location as the student(s) receiving the instruction, where there is regular and substantive daily interaction between the student and teacher.

Students

## SUBJECT: REMOTE LEARNING\* INSTRUCTION (Cont'd.)

- Remote instruction will encompass synchronous instruction provided through digital videobased technology and may also include asynchronous instruction intended to complement synchronous instruction. Digital video-based technology includes online technology and videoconferencing technology.
- 2. Remote instruction may encompass non-digital and audio-based asynchronous and/or synchronous instruction where this instruction is more appropriate for a student's educational needs.
- d) "Synchronous instruction" means instruction where students engage in learning in the direct presence (remote or in-person) of a teacher in real time.

## Formats and Methods of Remote Learning Instruction

Remote learning—instruction may be delivered by teachers through a variety of formats and methods. Instruction may be provided through video, audio, and/or written materials. Communication between teachers and students may occur through video conferencing, prerecorded videos, online discussion boards, and/or other instruction that relies on technology. Remote learning can occur synchronously, which involves real time interaction and collaboration between teachers and students, or asynchronously, which involves delayed interactions between teachers and students and self-directed learning. Determinations about how to best deliver remote learning—instruction will take into account a variety of factors including, but not limited to, the number of students involved, the subject matter, the students' grade levels, and technological resources of both the District and students. Consideration will also be given to whether accommodations need to be made for students with disabilities or English language learners.

## Remote Instruction During an Emergency Condition

#### Emergency Remote Instruction Plan

The District-wide school safety plan will include plans for the provision of remote instruction during any emergency school closure. The emergency remote instruction plan will include:

- a) Policies and procedures to ensure computing devices will be made available to students or other means by which students will participate in synchronous instruction and policies and procedures to ensure students receiving remote instruction under emergency conditions will access Internet connectivity. The Superintendent will survey students and parents and persons in parental relation to obtain information on student access to computing devices and access to Internet connectivity to inform the emergency remote instruction plan;
- b) Expectations for school staff as to the proportion of time spent in synchronous and asynchronous instruction of students on days of remote instruction under emergency conditions with an expectation that asynchronous instruction is supplementary to synchronous instruction;


Students

## SUBJECT: REMOTE LEARNING\* INSTRUCTION (Cont'd.)

- c) A description of how instruction will occur for those students for whom remote instruction by digital technology is not available or appropriate;
- d) A description of how special education and related services will be provided to students with disabilities and preschool students with disabilities in accordance with their individualized education programs to ensure the continued provision of a free appropriate public education; and
- e) If the District receives foundation aid, the estimated number of instructional hours the District intends to claim for state aid purposes for each day spent in remote instruction due to emergency conditions.

## Reporting of Computer and Connectivity Survey Results

No later than June 30 of each school year, the Superintendent will report to the Commissioner of Education the results of the survey on student access to computing devices and access to Internet connectivity on a form and format prescribed by the Commissioner.

#### Minimum Instructional Hours

Remote instruction provided on days when the District would have otherwise closed due to an emergency condition may be counted toward the annual hourly requirement for the purpose of state aid. The Superintendent will certify to the New York State Education Department, on a form prescribed by the Commissioner, that an emergency condition existed on a previously scheduled school day and that the District was in session and provided remote instruction on that day and indicate how many instructional hours were provided on that day and certify that remote instruction was provided in accordance with the District's emergency remote instruction plan.

#### Remote Learning-Instruction Support

As necessary, the District will provide instruction on using remote learning-instruction technology and IT support for students, teachers, and families. The District will also work to ensure that teachers and administrators are provided with professional development opportunities related to designing an effective remote learning-instruction experience.

#### Compliance with District Policies, Procedures, and the Code of Conduct

Teachers and students are required to comply with any and all applicable District policies, procedures, and other related documents as they normally would for in-person instruction. Examples include, but are not limited to, the District's policies and procedures on non-discrimination and anti-harassment, acceptable use, and copyright. Students will also be required to abide by the rules contained within the *Code of Conduct* at all times while engaged in remote learning instruction. Violations of the *Code of Conduct* and/or engaging in prohibited conduct may result in disciplinary action as warranted.

Students

## SUBJECT: REMOTE LEARNING\* INSTRUCTION (Cont'd.)

## Privacy and Security of Student and Teacher Data

In compliance with law, regulation, and District policy, tThe District will take measures to protect the personally identifiable information of students and teachers from unauthorized disclosure or access when using remote learning instruction technologies in compliance with law, regulation, and District policy. Examples of these measures include, but are not limited to, minimizing the amount of data shared to only that which is necessary, deidentifying data, and the use of using encryption or an equivalent technical control that renders personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons when transmitted electronically.

8 NYCRR Sections 100.1, 100.5, 155.17, and 175.5

NOTE: Refer also to Policies #5681 - School Safety Plans #7220 - Graduation Options/Early Graduation/Accelerated Programs

\*Customize to District This sample language is provided as an example of how a district might address remote learning in policy. It should be revised to reflect the District's specific circumstances and practices and it should be consistent with any other applicable documents such as student handbooks. It is recommended that districts keep the language in this policy high level to account for the fact that the District's approach to remote learning will likely evolve as circumstances change. Details about the implementation of remote learning can be placed in procedural documents which are more easily revised.

Adoption Date

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8450

Instruction

## SUBJECT: HOME TUTORING (HOMEBOUND INSTRUCTION)

Resident children attending public or nonpublic schools who are unable to attend school because of physical, mental or emotional illness or injury as substantiated by a licensed physician are eligible to be instructed at home or in a hospital by an appropriately certified teacher provided by the School District. These students will be provided with such instruction in accordance with New York State Education Law and Commissioner's Regulations.

Procedures for students requiring home tutoring shall be developed under the direction of the Superintendent or his/her designee.

Education Law Sections 1604(20), 1709(24), 3202 and 4401 8 NYCRR Section 175.21

8450 1 of 3

Instruction

## SUBJECT: HOME, HOSPITAL, OR INSTITUTIONAL INSTRUCTION (HOMEBOUND INSTRUCTION)

#### Overview

Home, hospital, or institutional instruction (sometimes referred to as homebound instruction) is an educational service provided by districts to resident students enrolled in a public or nonpublic school who are unable to attend school in person for at least ten days during a three-month period due to illness or injury which requires the student to remain at home or in a hospital or other institution for the treatment of children, other than a school.

The District will provide home, hospital, or institutional instruction to all resident students enrolled in a public or nonpublic school from kindergarten to age 21 when, due to a temporary or chronic physical, mental, or emotional illness or injury, as documented by the student's treating healthcare provider, the student is unable to participate in their usual education setting.

#### **Definitions**

"Instruction delivery plan" means a written plan to continue the student's academic progress and to maintain a record of delivery of instructional services and student progress.

"School district of residence" means the public school district within the State of New York where the students legally reside with their parents or guardians.

"Treating health care provider" means a person who is treating a student and is licensed or otherwise authorized to provide diagnosis pursuant to a profession enumerated in Title VIII of the Education Law.

"Tutor" means an employee of the school district of residence or an individual with whom the school district of residence contracts to provide home, hospital, or institutional instruction. The tutor must hold a New York State teaching certificate. A tutor may include a teacher employed by a board of cooperative educational services (BOCES) that contracts with the school district of residence to provide this instruction.

#### Request for Home, Hospital, or Institutional Instruction

To request home, hospital, or institutional instruction for a resident student, the parent or guardian must submit a request to the District that includes written medical verification from the student's treating healthcare provider demonstrating the student's anticipated inability to attend school in person for at least ten days during the next three months and written consent authorizing the Director of School Health Services or designee to contact the student's treating healthcare provider. Refusal to provide this written consent will result in a denial of the request for home, hospital, or institutional instruction.

Instruction

## SUBJECT: HOME, HOSPITAL, OR INSTITUTIONAL INSTRUCTION (HOMEBOUND INSTRUCTION) (Cont'd.)

The request will be forwarded to the Director of School Health Services who will review the need for home, hospital, or institutional instruction and either approve or denythe request. During this review, the Director of School Health Services may contact the student's treating healthcare provider to obtain additional information necessary regarding the student's health or mental health.

Within five school days after receipt of written medical verification from the student's treating healthcare provider, the District will notify the parent or guardian whether their request for home, hospital, or institutional instruction has been approved or denied. In the case of a denial, reason(s) for denial will be provided.

## Appeals 4 1

Parents and guardians may appeal the denial of home, hospital, or institutional instruction to the District's Board within ten school days of receipt of notification of the denial. Home, hospital, or institutional instruction will be provided while an appeal is pending before the District's Board.

## Home, Hospital, or Institutional Instruction Requirements

The District will provide home, hospital, or institutional instruction to a student within five school days after receiving notification of the student's medical condition or within five school days from the request for home, hospital, or institutional instruction, whichever occurs first. This instruction, which may include remote instruction, will meet the minimum requirements outlined in law and regulation.

#### Students with Disabilities

Students with disabilities who are recommended for home, hospital, or institutional instruction by the Committee on Special Education (CSE) will be provided instruction and appropriate related services as determined and documented by the CSE in consideration of the student's unique needs. This instruction will only be recommended if the placement is in the least restrictive environment and must be provided for at least the number and length of time as provided for other students receiving home, hospital, and institutional instruction.

## Recordkeeping

The District will maintain a record of delivery of instructional services and student progress. This includes, but is not limited to, a record of the dates, amount, and type of instructional services the student received including the tutor's name, subjects taught, and the location where the instructional services were provided.

Instruction

# SUBJECT: HOME, HOSPITAL, OR INSTITUTIONAL INSTRUCTION (HOMEBOUND INSTRUCTION) (Cont'd.)

Education Law Sections 1604(20), 1709(24), 3202 8 NYCRR Sections 100.22, 175.21, and 200.6

NOTE: Refer also to Policy #7150 – Remote Instruction

8450 1 of 3

Instruction

# SUBJECT: HOME TUTORING HOME, HOSPITAL, OR INSTITUTIONAL INSTRUCTION (HOMEBOUND INSTRUCTION)

Resident children attending public or nonpublic schools who are unable to attend school because of physical, mental, or emotional illness or injury as substantiated by a licensed physician are eligible to be instructed at home or in a hospital by an appropriately certified teacher provided by the District. These students will be provided with instruction in accordance with New York State Education Law and Commissioner's regulations.

Procedures for students requiring home tutoring will be developed under the direction of the Superintendent or designee.

#### Overview

Home, hospital, or institutional instruction (sometimes referred to as homebound instruction) is an educational service provided by districts to resident students enrolled in a public or nonpublic school who are unable to attend school in person for at least ten days during a three-month period due to illness or injury which requires the student to remain at home or in a hospital or other institution for the treatment of children, other than a school.

The District will provide home, hospital, or institutional instruction to all resident students enrolled in a public or nonpublic school from kindergarten to age 21 when, due to a temporary or chronic physical, mental, or emotional illness or injury, as documented by the student's treating healthcare provider, the student is unable to participate in their usual education setting.

#### Definitions

"Instruction delivery plan" means a written plan to continue the student's academic progress and to maintain a record of delivery of instructional services and student progress.

"School district of residence" means the public school district within the State of New York where the students legally reside with their parents or guardians.

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"Tutor" means an employee of the school district of residence or an individual with whom the school district of residence contracts to provide home, hospital, or institutional instruction. The tutor must hold a New York State teaching certificate. A tutor may include a teacher employed by a board of cooperative educational services (BOCES) that contracts with the school district of residence to provide this instruction.

Instruction

## SUBJECT: HOME, HOSPITAL, OR INSTITUTIONAL INSTRUCTION (HOMEBOUND INSTRUCTION) (Cont'd.)

#### Request for Home, Hospital, or Institutional Instruction

To request home, hospital, or institutional instruction for a resident student, the parent or guardian must submit a request to the District that includes written medical verification from the student's treating healthcare provider demonstrating the student's anticipated inability to attend school in person for at least ten days during the next three months and written consent authorizing the Director of School Health Services or designee to contact the student's treating healthcare provider. Refusal to provide this written consent will result in a denial of the request for home, hospital, or institutional instruction.

The request will be forwarded to the Director of School Health Services who will review the need for home, hospital, or institutional instruction and either approve or deny the request. During this review, the Director of School Health Services may contact the student's treating healthcare provider to obtain additional information necessary regarding the student's health or mental health.

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Instruction

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Education Law Sections 1604(20), 1709(24), 3202 and 4401 8 NYCRR Sections 100.22, 175.21, and 200.6

NOTE: Refer also to Policy #7150 – Remote Instruction