

**NORTH ROSE-WOLCOTT CENTRAL SCHOOL DISTRICT  
ORGANIZATION AND REGULAR MEETING AGENDA  
JULY 06, 2021 6:30 PM AUDITORIUM OF THE HIGH SCHOOL**

**1) Call to Order/Pledge of Allegiance**

a. Approval of Agenda

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the agenda of July 6, 2021.

*Motion for approval by \_\_\_\_\_, seconded by \_\_\_\_\_, all in favor \_\_\_\_-\_\_\_\_.*

**2) Administer Oath of Office:**

Elected Board members, the Superintendent and the District Clerk will sign the Oath of Office

**3) Election of Officers:**

Position	2020-2021	2021-2022
President	Lucinda Collier	
Vice President	Linda Eygnor	

**4) Administer Oath of Office to newly Elected Board officers**

After election, the President will assume the Chair once the Oath of Office is administered.

**5) Board Appointments and Other Designations:**

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, appoints the following individuals to serve in the stated positions with stipends as stated for the 2021-2022 school year, effective July 1, 2021.

*A motion for approval of the following Board Appointments, Items A, s made by \_\_\_\_\_, and seconded by \_\_\_\_\_ any discussion- All in favor \_\_\_\_-\_\_\_\_.*

**a) The following will be appointed annually:**

Position	2020-2021	2021-2022
District Clerk	Tina Fuller – Stipend \$6,200	Tina St. John – Stipend \$6,417
District Clerk Pro-Tem	Melanie Geil	Melanie Geil
District Treasurer	Mark Socola	Mark Socola
Deputy District Treasurer	Phyllis Moore Norma Lewis	Phyllis Moore Norma Lewis
Tax Collector	Romanna Lord	Romanna Lord
Deputy Tax Collector	Andrew DiBlasi	Frederick Prince
External Auditor	Mengel Metzger Barr & Co. LLP.	Mengel Metzger Barr & Co. LLP.
Central Treasurer , Extra Classroom Activities Account:		
<ul style="list-style-type: none"> <li>• High School</li> <li>• Deputy Central Treasurer HS</li> <li>• Middle School</li> <li>• North Rose Elementary</li> </ul>	Cary Merritt, Stipend \$2,100 Nick Wojieck Kelly Cole, Stipend \$1,200  Richard Walker	Cary Merritt, Stipend \$2,600 Nick Wojieck Kelly Cole, Stipend \$1,450  TBD
Faculty Auditor, Extra Classroom Activities Account:	Building Principals	Building Principals

*A motion for approval of the following Board Appointments, Item B is made by \_\_\_\_\_, and seconded by \_\_\_\_\_ any discussion- All in favor \_\_\_-\_\_\_.*

**b) The following positions must be appointed but need not be reappointed annually:**

Position	2020-2021	2021-2022
Director of School Health Services	Dr. Krishna Persaud Williamson Medical Center	Dr. Krishna Persaud Williamson Medical Center
Supervisors of Attendance		Building Principals or Designee
Committee on Special Education	Megan Paliotti Kellie Marciano Latrell Sturdivant Danielle DiMora Rebecca Kandt	Megan Paliotti Rebecca Kandt Sara Boogaard Danielle DiMora
Subcommittee on Special Education: Chairperson:	Kellie Marciano Rebecca Kandt Sara Boogaard Danielle DiMora Jason Shetler Brady Farnand Christie Graves	Rebecca Kandt Sara Boogaard Danielle DiMora Jason Shetler Brady Farnand Matthew DiGiambattista
Committee of Preschool Education	Kellie Marciano Danielle DiMora Sara Boogaard Christie Graves Robyn Roberts-Grant	Bridgette Barr Megan Paliotti Sara Boogaard Danielle DiMora Rebecca Kandt
Records Access Officer	Robert Magin	Robert Magin
Records Management Officer Foil Officer	Robert Magin	Robert Magin
Asbestos Hazard Response Act (AHERA) & Local Education Agency (LEA) designee	Daniel Friday	William Bonville
Compliance Officer (Title IX/Section 501/ADA) for Discrimination and Harassment	Robert Magin Megan Paliotti	Robert Magin Megan Paliotti Frederick Prince
Liaison for Homeless Children and Youth	Bridgette Barr	Bridgette Barr
Data Protection Officer	Bridgette Barr	Bridgette Barr
Chemical Hygiene Officer	Amber Landry	Amber Landry
Dignity Act Coordinator		
<ul style="list-style-type: none"> <li>• District</li> <li>• High School</li> <li>• Middle School</li> <li>• North Rose Elementary</li> </ul>	Kellie Marciano Jason Shetler Brady Farnand Christie Graves	Marc Blankenberg Jason Shetler Brady Farnand Matthew DiGiambattista
Chief Emergency Officer	Robert Magin	Robert Magin

*A motion for approval of the following Board Appointments, Item C is made by \_\_\_\_\_, and seconded by \_\_\_\_\_ any discussion- All in favor \_\_\_-\_\_\_.*

**c) The following may also be appointed:**

Position	2020-2021	2021-2022
School Attorney	Ferrara, Fiorenza, PC Barclay & Damon LLP	Harris Beach, PLLC Barclay & Damon LLP

	Jefferson-Lewis-Hamilton-Herkimer-Oneida, BOCES	Ferrara, Fiorenza, PC Jefferson-Lewis-Hamilton-Herkimer-Oneida, BOCES
Claims Auditor	Lisa Cook	Lisa Cook
Deputy Claims Auditor	Russell Harris	Russell Harris

**d) Designations: The following designations will be made by the Board at the Annual Organization Meeting in July.**

*A motion for approval of the following Designations, Item D is made by \_\_\_\_\_, and seconded by \_\_\_\_\_ any discussion- All in favor \_\_\_ -\_\_.*

Position	2020-2021	2021-2022
Petty Cash Funds & Petty Cash Custodians - \$100.00 General Fund		
<ul style="list-style-type: none"> <li>• High School</li> <li>• Middle School</li> <li>• North Rose Elementary</li> <li>• District Office</li> <li>• Bus Garage</li> </ul>	Carrie Brown Nicholas Porter Christie Bradford Jan McDorman Jeremy Barnes	Carrie Brown Nicholas Porter Christie Bradford Jan McDorman Jeremy Barnes
Petty Cash Funds & Petty Cash Custodians - \$100.00 Cafeteria Fund		
<ul style="list-style-type: none"> <li>• Cafeteria</li> <li>• Start-up Fund</li> </ul>	Donna Riviello Donna Riviello	Rita Lopez
Official Newspaper(s)	<i>Finger Lakes Times Lakeshore News</i>	<i>Finger Lakes Times Lakeshore News</i>
Banks of Deposit	Lyons National Bank, JP Morgan Chase, Reliant Community Credit Union, Health Economics Group, NYCLASS	Lyons National Bank, JP Morgan Chase, Reliant Community Credit Union, Health Economics Group, NYCLASS
Signature on checks	Mark Socola Phyllis Moore	Mark Socola Phyllis Moore
Purchasing Agent	Robert Magin	Robert Magin
Deputy Purchasing Agent	Andrew DiBlassi	Frederick Prince
To certify payrolls	Robert Magin	Robert Magin
Designated Education Official to receive court notification of student sentence/adjudications	Megan Paliotti	Megan Paliotti
School Pesticide Representative	Daniel Friday	William Bonville
Reviewing Official for participation in the Child Nutrition Program	Donna Riviello	Rita Lopez
Verification Official for participation in the Child Nutrition Program	Donna Riviello	Rita Lopez
Hearing Official in the Child Nutrition Program	Robert Magin	Robert Magin
School Architect	SWBR Architecture, Engineering & Landscape, P.C. SEI Design Group.	SWBR Architecture, Engineering & Landscape, P.C. SEI Design Group
District Owned Cell Phones	Transportation Supervisor	Transportation Supervisor

	Director of Special Education and Pupil Personnel Services Principals (3), Assistant Principals (4), Facilities Dept. (8) Coordinator of Network and Technology Services	Director of Special Education and Pupil Personnel Services Principals (3), Assistant Principals (3), Facilities Dept. (11) Coordinator of Network and Technology Services School Lunch Manager Director of Health, PE & Athletics Community Schools Administrator Director of Human Resources
Request for Use of School Facilities	Robert Magin Andrew DiBlassi	Robert Magin
Collection of School Taxes	JP Morgan Chase	JP Morgan Chase
Designee to Determine Student Residency	Robert Magin	Robert Magin

**6) Authorizations:**

**The following authorizations will be made by the Board at the Annual Organizational meeting in July.**

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, appoints the following individuals to serve in the stated positions for the 2021-2022 school year, effective July 6, 2021.

*A motion for approval of the following Authorizations is made by \_\_\_\_\_, and seconded by \_\_\_\_\_ any discussion- All in favor \_\_\_-\_\_.*

Position	2020-2021	2021-2022
To authorize attendance of staff at conferences, workshops, etc.	Robert Magin Megan Paliotti Michael Pullen.	Robert Magin Megan Paliotti Michael Pullen
To authorize budget transfers	Michael Pullen	Michael Pullen
To sign applications for State and Federal Grants in Aid	Michael Pullen	Michael Pullen
Authorize President to sign document on behalf of the BOE	BOE President	BOE President
Authorize Vice President to sign documents in the absence of the President	BOE Vice President	BOE Vice President
Authorize the Superintendent to carry out Section 913 Proceedings as necessary	Michael Pullen	Michael Pullen
Authorize the Business Official to declare outdated, unused equipment as surplus to be disposed of by bid, trade-in or scrap	Robert Magin	Robert Magin
Authorize Payroll Clerk to sign tax forms	Kelly Wyatt BOCES CBO	Kelly Wyatt BOCES CBO

**7) Official Undertakings (Bonds)**

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves bonds for District employees as follows:

*A motion for approval of the following Bonds is made by \_\_\_\_\_, and seconded by \_\_\_\_\_ any discussion- All in favor \_\_\_-\_\_.*

- Bond for District Treasurer (\$1,000,000)
- Bond for Deputy Treasurer (\$1,000,000)
- Bond for District Activities Accounts Treasurers (\$100,000)
- Bond for District Tax Collector (\$1,500,000)
- Internal Claims Auditor (\$1,000,000)

**8) Mileage Reimbursement Rate:**

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the mileage reimbursement rate to be the same as the IRS mileage rate.

*A motion for approval of the Mileage Reimbursement Rate made by \_\_\_\_\_, and seconded by \_\_\_\_\_ any discussion- All in favor \_\_\_-\_\_.*

**9) Substitute Compensation:**

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the substitute pay rates for the 2021-2022 school year.

*A motion for approval of the Substitute Compensation is made by \_\_\_\_\_, and seconded by \_\_\_\_\_ any discussion- All in favor \_\_\_-\_\_.*

Teacher	<p>Non-Certified @ \$110.00/day; Certified @ \$125.00/day; and Certified + retired from NRW @ \$145.00/day.</p> <p>Rates and Conditions for Special Circumstances:            Certified Long Term Sub – <i>anticipated</i> employment of 20+ consecutive days in same assignment/in certification area - \$240.07/day.</p> <p>Certified Long Term Sub- <i>non-anticipated</i> assignment of 20+ days in same assignment/in certification area – 1 - 20 days = daily rate/ 21+ day/\$240.07.</p> <p>Certified Long Term Sub - any assignment of 40+ days must be held by a teacher certified within that area/subject.</p>
Teaching Assistant	<p>Hourly Rates –Non-Certified: \$15.00/hour; Certified: \$16.00/hour; Certified + retired from North Rose – Wolcott: \$18.00/hr.</p> <p>Rates and Conditions for Special Circumstances:            Certified Long Term Sub – <i>anticipated</i> employment of 20+ consecutive days in same assignment - \$104.81/day.</p> <p>Certified Long Term Sub - <i>non-anticipated</i> assignment of 20+ days in same assignment – 1 - 20 days = hourly rate/ 21+ day/\$104.81.</p>
Retired Service Employees	<p>Hourly rate of pay for retired support staff will be the substitute hourly rate plus \$2.00 per hour when subbing in the same area as prior to retirement.</p>
Bus Driver	<p>\$17.00per hour</p>

School Monitor	\$11.10- 7/1/19-12/30/19 \$11.80-12/31/19-6/30/20	\$15.00/hr.
Clerical	\$11.10- 7/1/19-12/30/19 \$11.80-12/31/19-6/30/20	\$15.00/hr.
Teacher Aide	\$11.10- 7/1/19-12/30/19 \$11.80-12/31/19-6/30/20	\$15.00/hr.
Food Service Helper	\$11.10- 7/1/19-12/30/19 \$11.80-12/31/19-6/30/20	\$15.00/hr.
Cleaners & Custodians	\$11.10- 7/1/19-12/30/19 \$11.80-12/31/19-6/30/20	\$15.00/hr.
RN	\$25.00	\$25.00
Messenger	\$11.10- 7/1/19-12/30/19 \$11.80-12/31/19-6/30/20	\$15.00/hr.
Mechanics	\$17.00 per hour	
Maintenance	\$11.10- 7/1/19-12/30/19 \$11.80-12/31/19-6/30/20	\$15.00/hr.

**10) Presentations:**

- **Year End Data Presentation** – Michael Pullen & Megan Paliotti

**11) Reports and Correspondence:**

- Audit Committee – Izetta Younglove, Linda Eynor, Jasen Sloan
- Policy Committee – John Boogaard, Lucinda Collier, Paul Statskey
  - Approval of Policies

**12) Public Access to the Board:**

This time is provided for residents of the District to address the Board of Education. Persons wishing to speak in person must complete the sign in sheet and be recognized by the President. If you would like to speak via zoom please email the District Clerk. The speaker will be allowed five minutes to address the Board of Education.

**13) Consent Agenda:**

*A motion for approval of the following items as listed under the CONSENT AGENDA is made by \_\_\_\_\_, and seconded by \_\_\_\_\_ any discussion- All in favor \_\_\_-\_\_\_.*

a) Board of Education Meeting Minutes

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the Meeting Minutes of June 22, 2021.

b) Treasurer Report

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the Treasurer Report for May 2021.

c) Recommendations from CSE and CPSE

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the recommendations for the Committee on Special Education dated May 11, 18, 19, 20, 25, 26, 28, June 2, 4, 8, 9, 11, 16, 22, 23 and July 1, 2021; and instructs the Superintendent to implement the recommendations on behalf of the following individuals identified by student number:

14427	14437	14468	14357	13027	13860	11334
11335	12109	13348	11209	12121	11424	14265
12901	11312	14279	14009	14349	14348	14457

14504	14193	14383	11752	12272	14547	14548
14538	14367	11963	14199	14465	13865	13236
14019	13739	11066	14183	14415	13017	11231
14203	14448	13170	13558	13910	14161	

IEP Amendments:  
13076

d) Substitute Teachers and Substitute Service Personnel

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the individuals named on the substitute lists, which are on file with the District Clerk.

e) Collection of School Taxes

**BE IT FURTHER RESOLVED** that the authority to perform the duties of the Board with regard to correction of errors on tax rolls and refund of taxes based on such errors is hereby delegated to the Tax Collector; this delegation of authority is applicable only where the recommended correction or refund does not exceed \$2,500, as specified in sections 554 and 556 of the real property tax law.

f) Appointment of School Safety Committee

According to the SAVE legislation a committee must be appointed to maintain a district-wide school safety plan. The plan addresses crisis intervention, emergency responses, and management.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of the following individuals to the North Rose - Wolcott Central School District Safety Committee for the 2021-22 school year:

William Bonville	Lisa Brower	Brady Farnand	Luan Romanelli
Ken VanFleet	Rebecca Kandt	Christie Graves	Christina Denniston
Marcie Stiner	Kathryn Nash	Jeremy Barnes	Rob Mansell
Rita Lopez	Marc Blankenberg	Rob Anderson	School Resource Officer TBD
Mark Williams	Jason Shetler	Matthew DiGiambattista	BOE Member TBD

g) Proposed Transportation Plan

**BE IT FURTHER RESOLVED** that upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the District's proposed transportation plan for the 2021-2022 school year pursuant to Education Law 3622 and authorizes the Superintendent or his designee to make adjustments to the plan as necessary to accommodate the needs of students in the District.

h) Donation to the District

Whereas, Merry-Go-Round Playhouse Musical & Youth Theatre has made a donation of \$3,515 to the North Rose - Wolcott Central School District, and;  
Whereas, Merry-Go-Round Playhouse Musical & Youth Theatre has designated that the funds be used solely for the purpose Arts in Education programming; NOW,

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, accepts the donation in the amount of \$3,515 and amended the 2021-2022 budget by an increase of \$3,515 to Arts in Education code A-2110-490-05-0000.

i) Personnel Items:

1. Letter of Resignation for Purpose of Retirement –Heidi Rothfuss

Heidi Rothfuss has submitted a letter of resignation for purpose of Retirement as a Teacher and all other positions held within the District.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the resignation from Heidi Rothfuss a Teacher and all other positions held within the District effective June 30, 2021.

2. Letter of Resignation –Kellie Marciano

Kellie Marciano has submitted a letter of resignation as Director of Special Education and Pupil Personnel Services and all other positions held within the District.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the resignation from Kellie Marciano as Director of Special Education and Pupil Personnel Services and all other positions held within the District effective June 25, 2021.

3. Letter of Resignation –Emmanuel Franco

Emmanuel Franco, Cleaner has submitted a letter of resignation.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the resignation from Emmanuel Franco as a Cleaner effective with the close of business on June 23, 2021.

4. Appoint Seasonal Cleaner – Lisa Knorr

Jeremy Barnes recommends Lisa Knorr to the position of Seasonal Cleaner.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of Lisa Knorr as a Seasonal Cleaner, effective July 7, 2021 through August 31, 2021.

Salary: \$12.50/hr.

5. Appoint Art Teacher – Breanna Knab

Christie Graves recommends Breanna Knab to fill an Art Teacher position.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the four year probationary appointment of Breanna Knab as an Art Teacher conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 as follows:

- Certification: Visual Art - Initial
- Tenure Area: Art
- Probationary Period: August 31, 2021-August 30, 2025
- Salary: Step A \$48,014

The expiration date is tentative and conditional only. In order to be eligible for and considered for tenure, the teacher must meet all requirements of the educational law and corresponding regulations.

6. Summer Curriculum Writing/Professional Development

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the following individuals to participate in curriculum writing workshops in July-August 2021 at \$32.50/hr:

Breanna Knab

7. Pro-Tem District Clerk – Melanie Geil

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves Melanie Geil to serve as Pro-Tem District Clerk for the 2021-2022 school year at an hourly rate of \$25.58.

8. Program Appointments

The following individuals are being recommended to work in enrichment programs that are funded by grants.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals to work various enrichment programs during the 2021-2022 school year conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87.

Staff	Position	\$/Hr.
Lorryn Moore	Grant Program Aide	\$12.50/hr.
Quinshai Ford-Reed	Grant Program Aide	\$12.50/hr.
Semaj Ford	Grant Program Student Worker	\$12.50.hr.

9. Aquatics Program

Amy Bromley, Aquatics Director is recommending the following individuals to fill Water Safety Instructors and/or Lifeguards or Program Director positions.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals as Water Safety Instructors and/or Lifeguards or Program Directors for all swim programs for effective July 6, 2021.

Name	Position(s)	Rate/Hr.
Gunnar Bjerga	Lifeguard	\$12.50/hour
Grace King	Lifeguard	\$12.50/hour

**14) Corrections:**

*A motion for approval of the following items as listed under Corrections is made by \_\_\_\_\_, and seconded by \_\_\_\_\_ any discussion- All in favor \_\_\_-\_\_.*

1. Correction Program Appointments

The following individuals are being recommended to work in enrichment programs that are funded by grants.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals to work various enrichment programs during the 2021-2022 school year conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87.

Staff	Position	\$/Hr.
Brynn Perotta	Grant Program <del>Student Worker</del> Aide	\$12.50/hr.

2. Correction Summer Curriculum Writing/Professional Development

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and

pursuant to Education Law approves the following individual to participate in curriculum writing workshops in July-August 2021 at ~~\$30.00/hr.~~ \$32.50 :

Tammi Murtha

3. Correction Appoint Food Service Helper – Akeyiah Ford-Reed  
Donna Riviello recommends Akeyiah Ford-Reed to fill a Food Service Helper position.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools And pursuant to Education Law approves the 52 week probationary appointment of Akeyiah Ford-Reed as a Food Service Helper conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 as follows:

Probationary Period: September 1, 2021-August 31, 2022

Salary: ~~\$12.50~~ \$15.00

**15) Agreements and Contracts:**

*A motion for approval of the following items as listed under Agreements and Contracts is made by \_\_\_\_\_, and seconded by \_\_\_\_\_ any discussion- All in favor \_\_\_ - \_\_\_.*

1. Written Agreement between the Superintendent and an Employee of the District  
**RESOLUTION**  
Resolved, that the Board of Education of the North Rose-Wolcott Central School District approves the written agreement between the Superintendent of Schools and an employee of the District, executed on June 24, 2021.
2. Written Agreement between the Superintendent and an Employee of the District  
**RESOLUTION**  
Resolved, that the Board of Education of the North Rose-Wolcott Central School District approves the written agreement between the Superintendent of Schools and an employee of the District, executed on July 1, 2021.
3. Terms and Conditions of Employment  
**RESOLUTION**  
**BE IT RESOLVED**, that the Board of Education, pursuant to the Superintendent’s Employment Agreement, as amended, hereby sets the annualized 2021-22 salary for the Superintendent of Schools to be as reflected on file with the District Clerk.
4. Written Juul Agreement between the Superintendent and an Employee of the District  
Resolved that the Board of Education approves the written Juul agreement between the Superintendent of Schools and an employee of the District, executed on June 17, 2021.

**16) Policies:**

*A motion for approval of the following items as listed under POLICIES is made by \_\_\_\_\_, and seconded by \_\_\_\_\_ any discussion- All in favor \_\_\_ - \_\_\_.*

- a) Approval of Policies  
**RESOLUTION**  
Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the following new and/or revised policies:

7000	Students	
7410	Extracurricular Activities	Revised
7521	Students with Life-Threatening Health Conditions	Revised
7530	Child Abuse and Maltreatment	Revised
7550	Dignity for All Students	Revised

7690	Special Education Mediation	Revised
<b>8000</b>	<b>Instruction</b>	
8230	Instruction in Certain Areas	Revised
<b>5000</b>	<b>Non-Instructional/Business Operations</b>	
5676	Privacy and Security for Student Data and Teacher and Principal Data	Revised

**Good News:**

**Superintendent Update:**

*Motion for Adjournment*

*There being no further business or discussion, a motion is requested adjourn the regular meeting*

*Motion for approval by \_\_\_\_, seconded by \_\_\_\_, with motion approved \_\_-\_\_. Time adjourned: \_\_:\_\_ p.m.*

NORTH ROSE-WOLCOTT CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION REGULAR MEETING  
JUNE 22, 2021 6:00 PM      DISTRICT OFFICE/ZOOM

**PRESENT:**

**BOE Members:** Lucinda Collier, Linda Eygnor, Tina Reed, Paul Statskey, Jasen Sloan, John Boogaard

**Absent:** Izetta Younglove

**Superintendent:** Michael Pullen

**District Clerk:** Tina St. John

**Assistant Superintendent for Instruction and School Improvement:** Megan Paliotti

**Assistant Superintendent for Business and Operations:** Robert Magin

Approximately 7 students, staff and guests via Zoom

In light of increasing guidance from the state regarding COVID-19, the June 22, 2021 Board of Education meeting was closed to the public and broadcast via Zoom.

**1. Call to Order/Pledge of Allegiance**

President, Lucinda Collier called the meeting to order at 6:00p.m.

Prior to approval of the agenda, additions to the agenda were added as item #8.

**Approval of Agenda:**

Motion for approval was made by Tina Reed and seconded by Linda Eygnor with the motion approved 6-0.

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the agenda of June 22, 2021.

**2. Executive Session**

A motion was requested to enter executive session to discuss a particular employee and contracts.

The motion was made by Linda Eygnor and seconded by Jasen Sloan with motion approved 6-0.

Time entered: 6:02 p.m.

**3. Return to regular session at 6:33 p.m.**

**4. Reports and Correspondence:**

- Four County Update – Linda Eygnor
  - Ms. Eygnor reported that the Legislative Committee met and are working on audits within a school district.
- Policy Committee
  - First Reading: The following policies were submitted for a first reading:

<b>7000</b>	<b>Students</b>	
7410	Extracurricular Activities	Revised
7521	Students with Life-Threatening Health Conditions	Revised
7530	Child Abuse and Maltreatment	Revised
7550	Dignity for All Students	Revised
7690	Special Education Mediation	Revised

<b>8000</b>	<b>Instruction</b>	
8230	Instruction in Certain Areas	Revised
<b>5000</b>	<b>Non-Instructional/Business Operations</b>	
5676	Privacy and Security for Student Data and Teacher and Principal Data	Revised

**5. Consent Agenda:**

A motion for approval of the following items as listed under the CONSENT AGENDA is made by Paul Statskey and seconded by Tina Reed with the motion approved 6-0.

a) Board of Education Meeting Minutes

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the Meeting Minutes of June 8, 2021.

b) Final Reserve Fund Plan

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the Funding and Use of Reserves Policy to be updated annually.

c) Funds Transfer

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the transfers of \$18,700 to the Unemployment Reserve Account, \$14,154 to the Liability Reserve Account, up to \$990,000 to the Retirement Contribution Reserve Account, \$206,076 to the Retirement Contribution Reserve Account TRS Sub-fund, \$258,000 to the Capital Bus Reserve (2019), and 2,378,441 to the Capital Building Reserve Account to be funded with unexpended funds as of June 30, 2020, in accordance with the District's Funding and Use of Reserves Policy.

d) Personnel Items:

1. Letter of Resignation – Sarah Demaray

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the resignation from Sarah Demaray, Elementary Teacher, effective June 30, 2021.

2. Appoint Teacher – Tammi Murtha

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the four year probationary appointment of Tammi Murtha as a School Media Specialist conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 as follows:

Certification: Library Media Specialist, Initial

Tenure Area: School Media Specialist

Probationary Period: August 31, 2021-August 30, 2025

Salary: Step A \$47,764 to be adjusted upon completion of negotiations

The expiration date is tentative and conditional only. In order to be eligible for and considered for tenure, the teacher must meet all requirements of the educational law and corresponding regulations.

3. Summer Curriculum Writing/Professional Development

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the following individuals to participate in curriculum writing

workshops in July-August 2021 at \$30.00/hr.:

Tammi Murtha

4. Appoint Food Service Helper – Akeyiah Ford-Reed

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools And pursuant to Education Law approves the 52 week probationary appointment of Akeyiah Ford-Reed as a Food Service Helper conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 as follows:

Probationary Period: September 1, 2021-August 31, 2022  
Salary: \$12.50

5. Amend the Creation of Non-Instructional Position

**RESOLUTION**

Resolved, that the Board of Education hereby amends the April 13, 2021 resolution creating a 1.0 FTE School Lunch Manager position (competitive class), effective July 1, 2021, to reflect that the position is created effective June 24, 2021. All other terms and conditions remain the same.

Whereas, the North Rose-Wolcott Central School District has determined that it is necessary establish other positions according to Wayne County Civil Service Rules, and therefore;

Be it resolved, that the Board of Education hereby establishes the following classified civil service position effective ~~July 1, 2021~~ June 24, 2021.

<u>Position</u>	<u>Classification</u>
1 – 1.0 FTE School Lunch Manager	competitive

6. Provisionally Appoint School Lunch Manager-Rita Lopez

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the provisional appointment of Rita Lopez as School Lunch Manager, conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 effective June 24, 2021 as follows:

Salary: Contract is on file with the District Clerk

7. Appoint Middle School Parent Liaison- Yvonne Bishop

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of Yvonne Bishop, Middle School Parent Liaison at \$15.00/hr. for the 2021-2022 school year.

8. Appoint High School Parent Liaison – Jessica Graham

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of Jessica Graham, High School Parent Liaison at \$15.00/hr. for the 2021-2022 school year.

9. Appoint Elementary School Parent Liaison – Samantha Gardner

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of Samantha Gardner, Elementary School Parent Liaison at \$15.00/hr. for the 2021-2022 school year.

10. Appoint K-12 Home/School Liaison

The K-12 Home School Liaison will help establish better communication between our schools and homes while reinforcing the importance of higher achievement of all students.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of Irene Interlichia as Home/School Liaison at \$40.00/hr. for the 2021-22 school year to be funded from the McKinney-Vento Homeless Education Assistance Grant.

11. Appoint Community Schools Career Development Coordinator – Cody Lapp

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of Cody Lapp as Community Schools Career Development Coordinator at a rate of \$1,000 per month for the 2021-2022 school year.

12. Appoint Summer Food Service Personnel

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, appoints the following individuals to provide food services Summer School, from July 1, 2021 through August 31, 2021.

Staff	Position	\$/Hr.
Akeyiah Ford-Reed	Food Service Helper, Summer program	\$12.50/hr.

13. Program Appointments

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals to work various enrichment programs during the 2021-2022 school year conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87.

Staff	Position	\$/Hr.
Alison Maloney	Grant Program Teacher	\$30.00/hour
Derek Poole	Grant Program Teacher	\$30.00/hour
Michele Bartholomew	Grant Program Teacher	\$30.00/hour
Rebecca Kandt	Grant Program Teacher	\$30.00/hour
Maureen Mahoney	Grant Program Teacher	\$30.00/hour
Brandon Karcinski	Grant Program Teacher	\$30.00/hour
Gregory Matkosky	Grant Program Teacher	\$30.00/hour
Nick Wojciek	Grant Program Teacher	\$30.00/hour
Amy Beresford	Grant Program Teacher	\$30.00/hour
Sharon Roberts	Grant Program Nurse	\$30.00/hour
Tammie Reynolds	Grant Program Aide	\$13.04/hour
Kursty Mendenhall	Grant Program Aide	\$12.50/hour
Emmaleigh Rose	Grant Student Worker	\$12.50/hour

14. Co-Curricular Appointments

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, appoints the following individuals to fill co-curricular positions for the 2020-21 school year:

Last	First	Bldg.	Title	Step	Year	Salary
Schwind	Christine	HS	Graduation Accompanist	\$162		

15. Coaching and Athletic Department Appointment

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following coaching appointment for the 2020-21 school year, conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87, and successful completion of all required First Aid/CPR and Child Abuse courses.

Position		Name	Step	Years	Salary
Girls Softball	Modified	Jerry Decausemaker	1	2	\$2,203

16. Aquatics Program

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individual as Water Safety Instructors and/or Lifeguards or Program Directors for all swim programs effective July 6, 2021.

Name	Position(s)	Rate/Hr.
Colby Balcom	Lifeguard	\$12.50/hour
Alan Anthony	Lifeguard	\$12.50/hour

17. Leadership Council

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following to serve on Leadership Council for the 2021-2022 school year at a stipend of \$2500.

<b>Lead Teachers:</b>	<b>Building</b>
Meagan Pentycofe	Elementary School
Lucia Copeland	Elementary School
Karen Haak	Elementary School
Dawn McIntyre	Elementary School
Tara Daly	Leavenworth Middle School
Sarah Oeschger	Leavenworth Middle School
Casie DeWispelaere	Leavenworth Middle School
Cary Merritt	NRWTA
Adam Hawley	High School
Amy Wiktorowicz	High School
Nick Wojieck	High School
Brandon Kipcinski	High School

18. Approve Terms & Conditions of Employment

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the Terms and Conditions of Employment for employees deemed Confidential for the 2021-22 school year. The contracts are on file with the District Clerk.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the Terms and Conditions of Employment for the Coordinator of Network and Technology Services for the 2021-22 school year. The contract is on file with the District Clerk.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the Terms and Conditions of Employment for the Transportation Supervisor for the 2021-22 school year. The contract is on file with the District Clerk.

**RESOLUTION**

Be it resolved that the Board of Education hereby approves the written amendment to the Superintendent’s Employment Agreement, containing all of the relevant and applicable benefits, terms and conditions of employment for the Superintendent of Schools, and authorizes the President of the Board of the Board to execute said written amendment on behalf of the Board and to file same with the District Clerk.

19. Written Agreement between the Superintendent and an Employee of the District

**RESOLUTION**

Resolved, that the Board of Education of the North Rose-Wolcott Central School District approves the written agreement between the Superintendent of Schools and an employee of the District, executed on June 16, 2021.

**6. Items Requiring a Roll Call Vote:**

a. Program Appointments

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals to work various enrichment programs during the 2021-2022 school year conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87.

Staff	Position	\$/Hr.
Jadyn Sloan	Grant Program Aide	\$12.50/hour

The motion having been duly made by John Boogaard and seconded by Paul Statskey the resolution was acted upon by the Board of Education and there were 5 votes in favor of the resolution, 0 votes against and 1 abstained vote for the resolution as follows:

Lucinda Collier	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Linda Eygnor	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
John Boogaard	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Tina Reed	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Jasen Sloan	Voting	abstained	

Paul Statskey  
Izetta Younglove

Voting  
Voting

yes     no  
absent

b. Leadership Council

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following to serve on Leadership Council for the 2021-2022 school year at a stipend of \$2500.

Lead Teachers:	Building
Sara Boogaard	Leavenworth Middle School

The motion having been duly made by Tina Reed and seconded by Linda Eygnor the resolution was acted upon by the Board of Education and there were 5 votes in favor of the resolution, 0 votes against and 1 abstained vote for the resolution as follows:

Lucinda Collier	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Linda Eygnor	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
John Boogaard	Voting	abstained	
Tina Reed	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Jasen Sloan	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Paul Statskey	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Izetta Younglove	Voting	absent	

**7. Policies:**

A motion for approval of the following items as listed under Policies is made by Jasen Sloan and seconded by Paul Statskey with motion approved 6-0.

a) Approval of Policies

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the following new and/or revised policies:

7000	Students	
7240	Student Records: Access and Challenge	Revised
7242	Military Recruiters and Institutions of High Education	Delete
7260	Designation of Person in Parental Relation	Revised
7512	Student Physicals	Revised
7513	Medication and Personal Care Items	Revised
7522	Concussion Management	Revised

**8. Additions to the Agenda:**

a) Approve Memorandum of Agreement

**RESOLUTION**

Upon the recommendation of the Superintendent, the Board of Education approves a Memorandum of Agreement between the District and the North Rose-Wolcott Service Employees Association, which Memorandum of Agreement amends the collective bargaining agreement between the parties by adjusting the hourly wage and starting rate of pay as well as adjusting the date used for the award and tracking of Leaves of Absence. The Board of Education further authorizes the Superintendent to execute the Memorandum of Agreement on behalf of the District.

A motion for approval of **item a** is made by Jasen Sloan and seconded by John Boogaard with motion approved 6-0.

b) Appoint Teacher – Blake Embury

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the three year probationary appointment of Blake Embury as a Social Studies Teacher conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 as follows:

Certification: Social Studies 7-12, Professional

Tenure Area: Social Studies

Probationary Period: August 31, 2021-August 30, 2024

Salary: Step H \$50,440 to be adjusted upon completion of negotiations

The expiration date is tentative and conditional only. In order to be eligible for and considered for tenure, the teacher must meet all requirements of the educational law and corresponding regulations.

c) Summer Curriculum Writing/Professional Development

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the following individuals to participate in curriculum writing workshops in July-August 2021 at \$32.50/hr.:

Blake Embury

A motion for approval of **item b and c** is made by Linda Eygnor and seconded by Paul Statskey with motion approved 6-0.

d) North Rose-Wolcott Teachers’ Association Contract Ratification

**RESOLUTION**

BE IT RESOLVED that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, hereby ratifies and approves the terms of the Agreement between the Superintendent of Schools of the North Rose-Wolcott Central School District and the North Rose-Wolcott Teachers’ Association for the period covering July 1, 2021-June 30, 2024.

BE IT FURTHER RESOLVED that the Board of Education approves the necessary funds for this agreement. The full terms and conditions of employment are on file with the District Clerk.

The motion having been duly made by Linda Eygnor and seconded by Tina Reed the resolution was acted upon by the Board of Education and there were 5 votes in favor of the resolution, 0 votes against and 1 abstained vote for the resolution as follows:

Lucinda Collier	Voting	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
Linda Eygnor	Voting	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
John Boogaard	Voting	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
Tina Reed	Voting	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
Jasen Sloan	Voting		abstained		
Paul Statskey	Voting	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
Izetta Younglove	Voting		absent		

**Good News:**

- Various newspapers articles
- Athletic Awards Banquet

**Superintendent Update:**

- Mr. Pullen highlighted the UPK and 4<sup>th</sup> grade graduations.
- Mr. Pullen reported that graduation will be held on Friday, June 25<sup>th</sup> at 6:00
- Mr. Pullen thanked student presenters at the BOE meetings throughout the year.

**Other: (Time Permitting)**

- There were no discussions

***Executive Session***

A motion was requested to enter executive session to discuss a particular employee and contracts.

The motion was made by John Boogaard and seconded by Tina Reed with motion approved 6-0.

Time entered: 6:59 p.m.

**Return to regular session at 8:57 p.m.**

Adjournment:

A motion was requested to adjourn the regular meeting.

Motion for approval was made by Linda Eygnor and seconded by Jasen Sloan with motion approved 6-0.

Time adjourned: 8:58 p.m.

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Tina St. John, Clerk of the Board of Education

**NORTH ROSE - WOLCOTT CENTRAL SCHOOL DISTRICT  
MONTHLY REPORT OF THE TREASURER  
PERIOD ENDING MAY 2021**

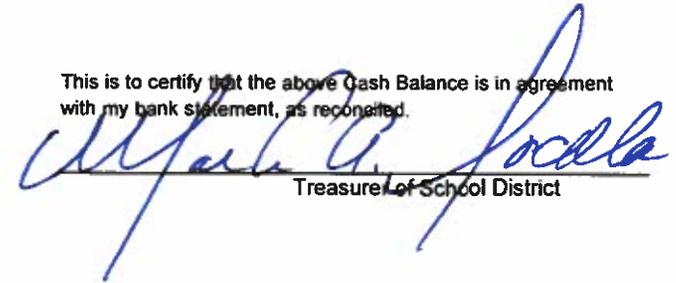
<b>CASH BALANCE ON HAND:</b>	<b>GENERAL FUND</b>	<b>SCHOOL LUNCH FUND</b>	<b>FEDERAL FUND</b>	<b>CAPITAL FUND</b>	<b>T &amp; A / Payroll</b>	<b>SCHOLARSHIP FUNDS</b>	<b>DEBT SERVICE FUNDS</b>
OPENING BALANCE:	\$13,743,000.96	\$150,377.07	\$457,486.41	\$3,742,849.85	\$473,550.96	\$78,311.58	\$339,412.36
+ CASH RECEIPTS	\$2,471,156.40	\$2,034.71	\$335,787.17	\$130.34	\$1,494,969.60	\$0.64	\$2.84
- CASH DISBURSEMENTS:	\$2,224,992.43	\$66,036.02	\$458,367.52	\$23,154.60	\$1,505,916.23	\$0.00	\$0.00
<b>CLOSING BALANCE:</b>	<b>\$13,989,164.93</b>	<b>\$86,375.76</b>	<b>\$334,906.06</b>	<b>\$3,719,825.59</b>	<b>\$462,604.33</b>	<b>\$78,312.22</b>	<b>\$339,415.20</b>

<b>BANK RECONCILIATION:</b>	<b>GENERAL FUND</b>	<b>SCHOOL LUNCH FUND</b>	<b>FEDERAL FUND</b>	<b>CAPITAL FUND</b>	<b>TRUST &amp; AGENCY</b>	<b>SCHOLARSHIP FUNDS</b>	<b>DEBT SERVICE FUNDS</b>
CHECKING BANK STATEMENT BALANCE	\$267,522.78	\$86,335.76	\$519,737.46	\$589,073.63	\$672,987.43	\$78,912.22	\$339,415.20
+ OUTSTANDING DEPOSITS	\$388.25	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADJUSTED CHECKING BALANCE	\$267,911.03	\$86,375.76	\$519,737.46	\$589,073.63	\$672,987.43	\$78,912.22	\$339,415.20
-OUTSTANDING CHECKS	\$84,090.65	\$0.00	\$184,831.40	\$417.96	\$399,190.65	\$600.00	\$0.00
+SAVINGS ACCOUNTS & INVESTMENTS	\$9,568,542.12	\$0.00	\$0.00	\$3,131,169.92	\$0.00	\$0.00	\$0.00
+MISCELLANEOUS RESERVES	\$2,117,216.67	\$0.00	\$0.00	\$0.00	\$188,807.55	\$0.00	\$0.00
+CAPITAL RESERVES	\$2,119,585.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>CLOSING BALANCE:</b>	<b>\$13,989,164.93</b>	<b>\$86,375.76</b>	<b>\$334,906.06</b>	<b>\$3,719,825.59</b>	<b>\$462,604.33</b>	<b>\$78,312.22</b>	<b>\$339,415.20</b>

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

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

  
Treasurer of School District

**North Rose-Wolcott Central School Dist**

**GENERAL FUND Trial Balance for Fiscal Year 2021**

**Cycle 11**

**Post Dates From 07/01/2020 To 05/31/2021**

<b>G/L Account</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>
<b>Assets</b>			
200.LY	Cash General Fund	183,432.13	
200.NY	Gen Fund NYCLASS	8,815,689.13	
201.90	Chase Money Market	856,816.62	
201.95	Tax Lockbox	4,076,003.23	
201.LY	Money Market	57,223.82	
210.00	Petty Cash	300.00	
380.01	Accounts Receivable	28,205.00	
391.00	Due From Other Funds	78,427.61	
391.02	Due From Federal	1,033,618.49	
391.04	Due to Trust Fund	14,223.76	
391.06	Due From School Lunch	131,857.26	
480.00	Prepaid Expenditures	6,918.23	
<b>Budgetary and Expense Accounts</b>			
510.00	Total Est. Rev.-Modified Budg.	31,059,958.00	
511.00	Appropriated Reserves	433.50	
521.00	Encumbrances	7,773,825.28	
522.00	Expenses	22,610,353.63	
599.00	Appropriated Fund Balance	1,432,734.33	
<b>Liabilities and Reserves</b>			
600.99	Accounts Payable		6,627.93
630.00	Due To Other Funds		227,100.00
630.01	Due to T&A-Payroll		0.10
630.02	Due To Federal		245,079.09
630.03	Due To Capital		518.90
630.04	Due to Lunch Fund		4,500.00
632.00	Due to State Teachers' Ret. Sys		811,702.40
637.00	Due to Employees' Ret. System		8,879.86
687.00	Compensated Absences		14,773.28
690.01	Overpayments		1,836.73
806.00	Non Spendable		998,063.45
814.00	Workers' Compensation Reserve		175,937.43
815.00	Unemployment Insurance Reserve		32,535.18
821.00	Reserve for Encumbrances		7,773,825.28
827.00	Retirement Contrib Reserve		955,750.07
828.00	Retire Contr Res Acct TRS Sub-		200,258.70
862.00	Reserve for Liability		952,918.44
864.00	Reserve for Tax Certiorari		22,534.17
867.00	Rsrv Empl Benefits/Accr Liab		104,522.75
878.06	2016 Capital Bus Reserve		477,540.07
878.17	2017 Capital Building Reserve		657,757.20
878.19	2019 Capital Bus Reserve		612,851.90
914.00	Assigned Approp. Fund Bal. (Nex		250,000.00
915.00	Assigned UnappFund Bal. (GASB		742,734.33
917.00	Unassigned Fund Balance		1,687,254.52
<b>Budgetary and Revenue Accounts</b>			
960.00	Total Appropriations-Mod. Budg.		32,493,125.83
980.00	Revenues		28,701,392.41
<b>Grand Totals</b>		<b>78,160,020.02</b>	<b>78,160,020.02</b>

# North Rose-Wolcott Central School Dist

GENERAL FUND Trial Balance for Fiscal Year 2021

Cycle 11

Post Dates From 07/01/2020 To 05/31/2021

G/L Account	Description	Debits	Credits
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The reporting period selected for this report includes an accounting cycle that is not closed and information is therefore subject to change. No accounting cycles have been closed for this fund in this fiscal year.

\* - To include Budgetary entries for the current month, run the report through the last day of the cycle

**North Rose-Wolcott Central School Dist**

Revenue Status Report As Of: 05/31/2021

Fiscal Year: 2021

Fund: A GENERAL FUND

Revenue Account	Subfund	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
1001.000		Real Property Tax Items	9,928,934.00	-1,153,917.69	8,775,016.31	8,773,239.85	1,776.46	
1081.000		Oth. Paymts in Lieu of Ta	32,685.00	0.00	32,685.00	41,127.96		8,442.96
1085.000		STAR Reimbursement	0.00	1,153,917.69	1,153,917.69	1,153,917.69		
1090.000		Int. & Penal. on Real Pro	20,000.00	0.00	20,000.00	23,201.60		3,201.60
1120.001		Sales Tax Revenue	440,000.00	0.00	440,000.00	453,042.64		13,042.64
1335.000		Oth Student Fee/Charges (	3,000.00	0.00	3,000.00	621.00	2,379.00	
1489.011		Other Charges- Swim	6,000.00	0.00	6,000.00	0.00	6,000.00	
1489.070		Other Charges-Driving Range	1,500.00	0.00	1,500.00	348.00	1,152.00	
1489.080		Other Charges-Fitness Center M	4,000.00	0.00	4,000.00	345.00	3,655.00	
2308.000		Trans for BOCES	40,000.00	0.00	40,000.00	0.00	40,000.00	
2350.000		Trans-Youth Serv-Oth Gov-SumSc	50,000.00	0.00	50,000.00	0.00	50,000.00	
2350.010		Transportation-Other Misc	0.00	0.00	0.00	263.25		263.25
2401.000		Interest & Earnings	40,000.00	0.00	40,000.00	3,018.99	36,981.01	
2412.000		Rental Real Property, Oth	2,000.00	0.00	2,000.00	0.00	2,000.00	
2650.000		Sale Scrap & Excess Material	0.00	0.00	0.00	4,761.39		4,761.39
2655.000		Minor Sales, Other (Specify)	100.00	0.00	100.00	100.00		
2680.000		Insurance Recoveries-Othe	0.00	0.00	0.00	9,625.93		9,625.93
2683.000		Self Insurance Recoveries	0.00	0.00	0.00	4,555.51		4,555.51
2701.000		BOCES Svs Aprve for Aid-R	200,000.00	0.00	200,000.00	347,869.91		147,869.91
2701.001		Refund PY exp-payables	8,000.00	0.00	8,000.00	5,492.82	2,507.18	
2703.000		Other-Not Transp-Ref PrYr	0.00	0.00	0.00	4,181.16		4,181.16
2704.000		Refund Pr Yr, Appv Priv Sch	0.00	0.00	0.00	389.00		389.00
2705.000		Gifts and Donations	0.00	500.00	500.00	3,420.00		2,920.00
2770.000		Other Unclassified Rev.(S	10,000.00	0.00	10,000.00	39,238.84		29,238.84
3101.000		Basic Formula Aid-Gen Aid	17,657,065.00	-4,578,779.37	13,078,285.63	12,935,118.63	143,167.00	
3101.010		Basic Formula Aid-Excess	624,987.00	2,355,098.00	2,980,085.00	1,720,998.60	1,259,086.40	
3102.000		Lottery Aid (Sect 3609a E	0.00	1,332,677.38	1,332,677.38	1,332,677.38		
3102.010		Lottery Grant	0.00	765,731.00	765,731.00	765,731.18		0.18
3102.COG		Commercial Gaming Grant	0.00	125,272.99	125,272.99	125,272.99		
3103.000		BOCES Aid (Sect 3609a Ed	1,734,551.00	0.00	1,734,551.00	608,234.00	1,126,317.00	
3260.000		Textbook Aid (Incl Txtbk/	67,995.00	0.00	67,995.00	68,095.00		100.00
3262.000		Computer Software Aid	36,413.00	0.00	36,413.00	17,377.00	19,036.00	
3262.010		Computer Hardware Aid	0.00	0.00	0.00	19,089.00		19,089.00
3263.000		Library A/V Loan Program	7,228.00	0.00	7,228.00	7,250.00		22.00
3289.000		Other State Aid	0.00	0.00	0.00	32,366.90		32,366.90

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

**North Rose-Wolcott Central School Dist**

Revenue Status Report As Of: 05/31/2021

Fiscal Year: 2021

Fund: A GENERAL FUND

Revenue Account	Subfund	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
4286.000		CARES Act	0.00	0.00	0.00	71,806.00		71,806.00
4601.000		Medic.Ass't-Sch Age-Sch Y	100,000.00	0.00	100,000.00	38,615.19	61,384.81	
5031.000		Interfund Transfers(Not D	45,000.00	-45,000.00	0.00	0.00		
5050.000		Interfund Trans. for Debt	0.00	45,000.00	45,000.00	90,000.00		45,000.00
<b>Total GENERAL FUND</b>			<b>31,059,458.00</b>	<b>500.00</b>	<b>31,059,958.00</b>	<b>28,701,392.41</b>	<b>2,755,441.86</b>	<b>396,876.27</b>

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

# North Rose-Wolcott Central School Dist

Budget Status Report As Of: 05/31/2021

Fiscal Year: 2021

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1010 Board Of Education		41,000.00	300.00	41,300.00	27,132.44	11,798.50	2,369.06
1040 District Clerk		5,850.00	0.00	5,850.00	5,750.61	516.74	-417.35
1060 District Meeting		3,550.00	7.00	3,557.00	2,284.83	1,448.18	-176.01
1240 Chief School Administrator		473,358.00	592.50	473,950.50	399,893.89	28,586.78	45,469.83
1310 Business Administration		570,462.00	550.00	571,012.00	446,407.27	119,825.77	4,778.96
1320 Auditing		24,735.00	15,650.00	40,385.00	14,666.54	47,265.16	-21,546.70
1325 Treasurer		500.00	0.00	500.00	1,130.33	0.00	-630.33
1330 Tax Collector		10,450.00	0.00	10,450.00	8,283.26	0.00	2,166.74
1345 Purchasing		11,062.00	0.00	11,062.00	39,852.87	3,342.33	-32,133.20
1420 Legal		88,115.00	20,462.00	108,577.00	284,210.79	26,932.71	-202,566.50
1430 Personnel		70,925.00	0.00	70,925.00	26,051.12	2,867.00	42,006.88
1480 Public Information and Services		71,775.00	0.00	71,775.00	106,551.87	10,903.87	-45,680.74
1620 Operation of Plant		1,750,176.00	103,475.62	1,853,651.62	1,249,413.48	347,515.65	256,722.49
1621 Maintenance of Plant		281,947.00	34,996.18	316,943.18	147,689.04	12,747.63	156,506.51
1670 Central Printing & Mailing		40,000.00	0.00	40,000.00	22,166.60	0.00	17,833.40
1680 Central Data Processing		296,600.00	0.00	296,600.00	351,162.73	3,401,078.46	-3,455,641.19
1910 Unallocated Insurance		135,000.00	0.00	135,000.00	122,827.28	0.01	12,172.71
1920 School Association Dues		11,000.00	0.00	11,000.00	9,854.00	0.00	1,146.00
1950 Assessments on School Property		12,000.00	0.00	12,000.00	20,793.73	0.00	-8,793.73
1964 Refund on Real Property Taxes		2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
1981 BOCES Administrative Costs		202,558.00	9,485.20	212,043.20	233,971.80	20,137.20	-42,065.80
2010 Curriculum Devel and Suprvsn		318,593.00	25,046.85	343,639.85	298,379.14	37,137.40	8,123.31
2020 Supervision-Regular School		857,553.00	2,788.67	860,341.67	725,753.44	62,293.63	72,294.60
2070 Inservice Training-Instruction		158,124.00	-36,920.00	121,204.00	84,333.36	17,550.14	19,320.50
2110 Teaching-Regular School		6,596,803.00	419,474.65	7,016,277.65	5,225,006.16	1,133,600.03	657,671.46
2250 Prg For Sdnts w/Disabil-Med Elgble		4,921,396.00	124,563.87	5,045,959.87	3,655,957.65	1,153,919.65	236,082.57
2280 Occupational Education(Grades 9-12)		635,607.00	0.00	635,607.00	580,574.30	67,824.70	-12,792.00
2330 Teaching-Special Schools		215,400.00	0.00	215,400.00	100,439.34	42,560.66	72,400.00
2610 School Library & AV		184,947.00	3,319.55	188,266.55	142,476.67	38,714.58	7,075.30
2630 Computer Assisted Instruction		1,223,779.00	39,505.17	1,263,284.17	835,955.87	394,567.59	32,760.71
2810 Guidance-Regular School		380,304.00	1,929.03	382,233.03	276,888.51	49,742.48	55,602.04
2815 Health Svcs-Regular School		142,311.00	1,901.19	144,212.19	117,146.82	25,407.61	1,657.76
2820 Psychological Svcs-Reg Schl		215,106.00	0.00	215,106.00	175,860.72	42,340.18	-3,094.90
2825 Social Work Svcs-Regular School		60,799.00	0.00	60,799.00	45,599.22	15,199.78	0.00
2850 Co-Curricular Activ-Reg Schl		92,125.00	-15.00	92,110.00	2,042.44	42,153.93	47,913.63
2855 Interscholastic Athletics-Reg Schl		421,816.00	0.00	421,816.00	282,574.90	38,350.28	100,890.82
5510 District Transport Svcs-Med Elgble		1,236,320.00	-3,117.57	1,233,202.43	892,896.43	212,499.95	127,806.05
5530 Garage Building		48,400.00	10,478.29	58,878.29	50,838.70	3,576.59	4,463.00
5540 Contract Transportation-Med Elgble		160,000.00	0.00	160,000.00	6,867.68	14,132.32	139,000.00
5581 Transportation from Boces		8,115.00	1,224.60	9,339.60	3,735.84	5,603.76	0.00

**North Rose-Wolcott Central School Dist**

Budget Status Report As Of: 05/31/2021

Fiscal Year: 2021

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
7310 Youth Program		51,751.00	0.00	51,751.00	39,604.17	7,920.85	4,225.98
8060 Civic Activities		46,100.00	499.13	46,599.13	22,405.67	3,131.89	21,061.57
9010 State Retirement		408,953.00	0.00	408,953.00	278,225.11	40,594.97	90,132.92
9020 Teachers' Retirement		1,007,573.00	0.00	1,007,573.00	721,096.34	148,465.18	138,011.48
9030 Social Security		994,870.00	0.00	994,870.00	703,691.20	141,571.14	149,607.66
9040 Workers' Compensation		158,679.00	0.00	158,679.00	157,792.76	0.00	886.24
9045 Life Insurance		3,600.00	0.00	3,600.00	0.00	0.00	3,600.00
9050 Unemployment Insurance		20,000.00	47,263.96	67,263.96	67,468.25	0.00	-204.29
9060 Hospital, Medical, Dental Insurance		3,579,923.00	-79,793.06	3,500,129.94	3,368,839.76	0.00	131,290.18
9089 Other (specify)		63,800.00	0.00	63,800.00	58,658.70	0.00	5,141.30
9711 Serial Bonds-School Construction		1,239,900.00	0.00	1,239,900.00	69,150.00	0.00	1,170,750.00
9731 Bond Antic Notes-School Construction		1,978,228.00	0.00	1,978,228.00	0.00	0.00	1,978,228.00
9901 Transfer to Other Funds		115,520.00	0.00	115,520.00	0.00	0.00	115,520.00
9950 Transfer to Capital Fund		100,000.00	0.00	100,000.00	100,000.00	0.00	0.00
<b>Total GENERAL FUND</b>		<b>31,749,458.00</b>	<b>743,667.83</b>	<b>32,493,125.83</b>	<b>22,610,353.63</b>	<b>7,773,825.28</b>	<b>2,108,946.92</b>

**North Rose-Wolcott Central School Dist**  
**SCHOOL LUNCH FUND Trial Balance for Fiscal Year 2021**  
**Cycle 11**  
**Post Dates From 07/01/2020 To 05/31/2021**

G/L Account	Description	Debits	Credits
<b>Assets</b>			
200.LY	Cash, School Lunch Fund	86,375.76	
380.00	Accounts Receivable	80.25	
391.00	Due From Other Funds	4,500.00	
410.07	Fed Sum Rec	457,860.00	
446.00	Surplus Food Inventory	2,155.69	
<b>Budgetary and Expense Accounts</b>			
522.00	Expenses	1,150,880.26	
<b>Liabilities and Reserves</b>			
630.00	Due To Other Funds		133,126.24
631.00	Due To Other Governments		114.42
637.00	Due To Employees' Ret. System		26,081.51
689.02	Prepaid Meals		4,718.51
806.00	Non-Spendable Fund Balance		2,155.69
915.00	Assigned Unappropri Fund Bal		295,264.03
<b>Budgetary and Revenue Accounts</b>			
980.00	Revenues		1,240,391.56
<b>Grand Totals</b>		<b>1,701,851.96</b>	<b>1,701,851.96</b>

The reporting period selected for this report includes an accounting cycle that is not closed and information is therefore subject to change. No accounting cycles have been closed for this fund in this fiscal year.

\* - To include Budgetary entries for the current month, run the report through the last day of the cycle

**North Rose-Wolcott Central School Dist**

Revenue Status Report As Of: 05/31/2021

Fiscal Year: 2021

Fund: C SCHOOL LUNCH FUND

Revenue Account	Subfund	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
1440.000		Sale of A Lunch	0.00	0.00	0.00	839.63		839.63
1445.000		Other Cafeteria Sales	75,000.00	-70,000.00	5,000.00	5,632.10		632.10
2690.000		Compensation for Loss	0.00	0.00	0.00	6,049.03		6,049.03
2770.000		Misc Rev Local Sources (S	0.00	0.00	0.00	326.80		326.80
2770.010		Vending Machine Sales	6,000.00	-6,000.00	0.00	0.00		
3190.010		State Reimburse-Brk	7,000.00	-7,000.00	0.00	0.00		
3190.020		State Reimburse-Lnch	10,000.00	-10,000.00	0.00	0.00		
3190.060		Sum Food Svs Prog for Chi	0.00	35,000.00	35,000.00	41,818.00		6,818.00
4190.010		Fed Reimbursement-Brk	146,000.00	-146,000.00	0.00	0.00		
4190.020		Fed Reimbursement-Lnch	320,619.00	-320,619.00	0.00	0.00		
4190.030		Fed Reimb-Surplus Food	48,000.00	14,444.00	62,444.00	0.00	62,444.00	
4190.040		Fed Reimbursement (Snack)	30,000.00	-30,000.00	0.00	580.00		580.00
4192.000		Sum Food Svs Prog for Chi	250,000.00	750,000.00	1,000,000.00	1,185,146.00		185,146.00
<b>Total SCHOOL LUNCH FUND</b>			<b>892,619.00</b>	<b>209,825.00</b>	<b>1,102,444.00</b>	<b>1,240,391.56</b>	<b>62,444.00</b>	<b>200,391.56</b>

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

**North Rose-Wolcott Central School Dist**

Budget Status Report As Of: 05/31/2021

Fiscal Year: 2021

**Fund: C SCHOOL LUNCH FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2860	School Food Service Programs	758,904.00	454,629.18	1,213,533.18	1,000,757.82	156,163.78	56,611.58
2862	School Food Summer Programs	30,000.00	36,324.00	66,324.00	66,323.32	0.00	0.68
2863	Home Delivery Program	0.00	17.00	17.00	15.36	0.00	1.64
9010	State Retirement	26,700.00	-4,440.00	22,260.00	19,487.74	3,914.16	-1,141.90
9030	Social Security	17,830.00	-3,606.00	14,224.00	11,712.21	2,295.45	216.34
9060	Hospital, Medical, Dental Insurance	59,185.00	-8,239.00	50,946.00	52,583.81	0.00	-1,637.81
<b>Total</b>	<b>SCHOOL LUNCH FUND</b>	<b>892,619.00</b>	<b>474,685.18</b>	<b>1,367,304.18</b>	<b>1,150,880.26</b>	<b>162,373.39</b>	<b>54,050.53</b>

**North Rose-Wolcott Central School Dist**  
**SPECIAL AID FUND Trial Balance for Fiscal Year 2021**  
**Cycle 11**  
**Post Dates From 07/01/2020 To 05/31/2021**

**Summary - All Services**

<b>G/L Account</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>
<b>Assets</b>			
200.LY	Cash, Special Aid Fund	334,906.06	
380.01	Accounts Receivable	3,419.82	
391.00	Due From Other Funds	245,079.09	
410.00	Due From State and Federal	59,575.48	
410.02	Due From State and Federal	65,664.42	
<b>Budgetary and Expense Accounts</b>			
522.00	Expenses	1,718,042.86	
<b>Liabilities and Reserves</b>			
600.00	Accounts Payable		8,861.00
600.99	Accounts Payable		86.44
630.00	Due to Other Funds		816,541.22
630.02	Due to Gen Fund		217,077.27
632.00	Due State Teachers' Ret. Sys.		57,386.02
637.00	Due Employees' Retirement Sys.		19,435.02
691.00	Deferred Revenues		2,724.04
<b>Budgetary and Revenue Accounts</b>			
980.00	Revenues		1,304,576.72
<b>Grand Totals</b>		<b>2,426,687.73</b>	<b>2,426,687.73</b>

The reporting period selected for this report includes an accounting cycle that is not closed and information is therefore subject to change. No accounting cycles have been closed for this fund in this fiscal year.

\* - To include Budgetary entries for the current month, run the report through the last day of the cycle

**North Rose-Wolcott Central School Dist**

Revenue Status Report As Of: 05/31/2021

Fiscal Year: 2021

Fund: F SPECIAL AID FUND

Revenue Account	Subfund	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
A21-4289.018	A21	21ST CENTURY-OTHER FEDERA	212,700.00	0.00	212,700.00	95,925.00	116,775.00	
C21-3289.018	C21	UPK for 4YO 17-18	609,588.00	0.00	609,588.00	304,794.00	304,794.00	
E20-4289.018	E20	MKV BASELINE 17-18	9,840.00	0.00	9,840.00	9,840.00		
E21-4289.018	E21	MKV BASELINE 17-18	45,000.00	0.00	45,000.00	11,571.00	33,429.00	
F20-4289.018	F20	MKV ENHANCED 17-18	7,850.00	0.00	7,850.00	7,850.00		
F21-4289.018	F21	MKV ENHANCED 17-18	20,000.00	0.00	20,000.00	4,000.00	16,000.00	
G21-4289.018	G21	NRE 21ST CCLC ELEM 17-18	1,200,000.00	59,777.00	1,259,777.00	240,000.00	1,019,777.00	
H21-3289.015	H21	Sec 4408-Sch Age JI/Ag-Su	0.00	222,294.00	222,294.00	61,089.28	161,204.72	
I20-4256.018	I20	Indiv. w/Disab 17-18	137,451.00	0.00	137,451.00	17,095.10	120,355.90	
I21-4256.018	I21	Indiv. w/Disab 17-18	412,568.00	0.00	412,568.00	284,834.00	127,734.00	
J20-4256.018	J20	Indiv. w/Disab 17-18	3,539.00	0.00	3,539.00	1,415.50	2,123.50	
J21-4256.018	J21	Indiv. w/Disab 17-18	18,995.00	0.00	18,995.00	6,864.00	12,131.00	
M21-4129.000	M21	ESEA-Title IV Safe & Drug	25,449.00	0.00	25,449.00	5,089.00	20,360.00	
N21-4126.000	N21	ESEA-Title I, Title II	327,956.00	0.00	327,956.00	181,961.00	145,995.00	
O21-4289.000	O21	Oth Fed-	48,933.00	0.00	48,933.00	27,664.00	21,269.00	
R21-4289.019	R21	MHAT-Sodus-1	0.00	13,824.00	13,824.00	1,456.00	12,368.00	
S20-4289.019	S20	MHAT-Lyons-2	13,824.00	0.00	13,824.00	13,823.61	0.39	
S21-4289.019	S21	MHAT-Lyons-2	0.00	13,824.00	13,824.00	0.00	13,824.00	
W21-4289.000	W21	Oth Fed-	2,000.00	0.00	2,000.00	433.23	1,566.77	
X20-4289.000	X20	Oth Fed-	65,000.00	-49,000.00	16,000.00	16,000.00		
X21-4289.000	X21	Oth Fed-	65,000.00	0.00	65,000.00	12,872.00	52,128.00	
Y21-4289.000	Y21	Oth Fed-	7,200.00	0.00	7,200.00	0.00	7,200.00	
Z21-4289.021	Z21	Other Federal Aid 20-21	14,625.00	0.00	14,625.00	0.00	14,625.00	
<b>Total SPECIAL AID FUND</b>			<b>3,247,518.00</b>	<b>260,719.00</b>	<b>3,508,237.00</b>	<b>1,304,576.72</b>	<b>2,203,660.28</b>	<b>0.00</b>

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

**North Rose-Wolcott Central School Dist**

Budget Status Report As Of: 05/31/2021

Fiscal Year: 2021

Fund: F SPECIAL AID FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110 Teaching		2,075,755.32	28,467.00	2,104,222.32	918,039.33	761,847.54	424,335.45
2250 Prg For Sdnts w/Disabil-Med Elgble		533,146.85	41,407.14	574,553.99	382,333.55	72,086.56	120,133.88
2253 School Age w/Disabil-July/August		-10,557.04	232,851.04	222,294.00	43,889.77	0.00	178,404.23
2510 Pre-Kindergarten Program		609,588.00	0.00	609,588.00	373,780.21	64,395.15	171,412.64
5511 Dstrct Summr Trans for Studnts w/Disabil		-51,978.04	51,978.04	0.00	0.00	0.00	0.00
5541 Contr Summr Trans for Studnts w/Disabil		-38,021.96	38,021.96	0.00	0.00	0.00	0.00
<b>Total SPECIAL AID FUND</b>		<b>3,117,933.13</b>	<b>392,725.18</b>	<b>3,510,658.31</b>	<b>1,718,042.86</b>	<b>898,329.25</b>	<b>894,286.20</b>

**North Rose-Wolcott Central School Dist**

**CAPITAL FUND Trial Balance for Fiscal Year 2021**

**Cycle 11**

**Post Dates From 07/01/2020 To 05/31/2021**

**Summary - All Services**

<b>G/L Account</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>
<b>Assets</b>			
200.LY	Cash, Capital Fund (BUS)	4,241.73	
200.NY	Cap Fund NYCLASS	3,104,696.49	
201.91	Chase Money Market Cap Savings	26,473.43	
201.92	Chase H Capital Project Checki	584,413.94	
391.00	Due From Other Funds	518.90	
410.01	Due From State and Federal	202,261.00	
<b>Budgetary and Expense Accounts</b>			
522.00	Expenses	5,947,669.08	
<b>Liabilities and Reserves</b>			
626.00	Bond Anticipation Notes Payabl		22,265,000.00
630.01	Due to Debt Service		455,771.09
899.00	Other Restricted Fund Balance	12,950,496.52	
<b>Budgetary and Revenue Accounts</b>			
980.00	Revenues		100,000.00
<b>Grand Totals</b>		<b>22,820,771.09</b>	<b>22,820,771.09</b>

The reporting period selected for this report includes an accounting cycle that is not closed and information is therefore subject to change. No accounting cycles have been closed for this fund in this fiscal year.

\* - To include Budgetary entries for the current month, run the report through the last day of the cycle

# North Rose-Wolcott Central School Dist

Revenue Status Report As Of: 05/31/2021

Fiscal Year: 2021

Fund: H CAPITAL FUND

Revenue Account	Subfund	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
CAP-5031.080	CAP	Interfund Transfers	0.00	0.00	0.00	100,000.00		100,000.00
<b>Total CAPITAL FUND</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>100,000.00</b>

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

# North Rose-Wolcott Central School Dist

Budget Status Report As Of: 05/31/2021

Fiscal Year: 2021

Fund: H CAPITAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1620 OPERATION OF PLANT		-6,738,289.55	9,894,304.75	3,156,015.20	4,827,861.04	5,623,131.20	-7,294,977.04
2110 FURN.,EQ., TXTBOOKS - REG SCHOOL		1,869,266.37	615,300.51	2,484,566.88	573,981.68	193,551.28	1,717,033.92
5510 BUSES		545,826.36	0.00	545,826.36	545,826.36	0.00	0.00
<b>Total CAPITAL FUND</b>		<b>-4,323,196.82</b>	<b>10,509,605.26</b>	<b>6,186,408.44</b>	<b>5,947,669.08</b>	<b>5,816,682.48</b>	<b>-5,577,943.12</b>

**North Rose-Wolcott Central School Dist**  
**TRUST & AGENCY FUND Trial Balance for Fiscal Year 2021**  
**Cycle 11**  
**Post Dates From 07/01/2020 To 05/31/2021**

<b>G/L Account</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>
<b>Assets</b>			
200.LB	Cash, T & A	111,964.33	
200.LY	Cash, T & A (PR)	23,037.11	
201.LY	Cash, T&A (FLEX)	138,795.34	
380.02	A/R - Retiree Health Insurance	4,009.37	
391.00	Due from Other Funds	4,269.08	
<b>Liabilities and Reserves</b>			
018.00	State Retirement-ERS	6.23	
020.01	Employee Health Ins		35,085.64
020.02	Retiree Health Ins		2,086.60
020.03	Flex-Medical	857.14	
020.04	Flex-Dependent Care		7,830.24
020.08	HRA-Health Reimbursement Accou		144,186.15
085.05	Library Tax (Rose & Wolcott)		715.45
085.07	PHIL WAGER HEALTH FUND		433.15
630.00	Due To Other Funds		92,601.37
<b>Grand Totals</b>		<b>282,938.60</b>	<b>282,938.60</b>

The reporting period selected for this report includes an accounting cycle that is not closed and information is therefore subject to change. No accounting cycles have been closed for this fund in this fiscal year.

\* - To include Budgetary entries for the current month, run the report through the last day of the cycle

**North Rose-Wolcott Central School Dist**  
PRIVATE PURPOSE TRUST FND Trial Balance for Fiscal Year 2021  
Cycle 11  
Post Dates From 07/01/2020 To 05/31/2021

G/L Account	Description	Debits	Credits
<b>Assets</b>			
201.63	Scholarships	76,122.22	
201.90	Chase TE High Yield	2,190.00	
230.00	Extraclassroom Restricted Cash	109,629.13	
230.01	Cash, Spec Reserv-Dentl Plan	188,807.55	
<b>Liabilities and Reserves</b>			
092.01	Henry Award		15,287.61
092.02	Mead Award		7,440.80
092.03	Marsh Award		17,047.42
092.04	B. Householder HS		35.67
092.05	B Householder MS		724.06
092.06	Erna West		47.36
092.07	Galin Hill		106.16
092.09	Hartley		836.89
092.10	McGinn		2,820.56
092.12	Fox		85.76
092.13	Rasbeck		1,147.20
092.14	Wadsworth		612.76
092.16	Brian Young		114.58
092.17	Baldrige		7,551.84
092.19	Class of 1966		228.94
092.20	Fraser VanDeusen Eng		23.81
092.23	P Winter Sportsman Fund		872.48
092.25	HS Milk Mach Scholarship		894.75
092.26	MS Milk Mach Scholarship		1,009.32
092.27	Snyder		7.73
092.30	Coman		3,076.47
092.31	Kasper Scholarship		107.34
092.32	Bousquin		746.99
092.33	Sharon Martin Performing Arts		1,506.68
092.34	Evan Parkison Scholarship		717.92
092.35	Pastor Dan Corretore Scholarsh		8,365.00
092.36	Terri A. Clingerman Scholarshi		202.38
092.37	Roger Douglas DePuyt II Mem Sc		3,003.46
092.38	Ted Woods Scholarship Award		3,640.28
630.00	Due to Other Funds		50.00
688.01	Other Liab-Self Insured Dental		188,807.55
688.02	Extraclassroom Accounts		109,629.13
<b>Grand Totals</b>		<b>376,748.90</b>	<b>376,748.90</b>

The reporting period selected for this report includes an accounting cycle that is not closed and information is therefore subject to change. No accounting cycles have been closed for this fund in this fiscal year.

\* - To include Budgetary entries for the current month, run the report through the last day of the cycle

**North Rose-Wolcott Central School Dist**

**DEBT SERVICE Trial Balance for Fiscal Year 2021**

**Cycle 11**

**Post Dates From 07/01/2020 To 05/31/2021**

<b>G/L Account</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>
<b>Assets</b>			
201.95	Chase High Yield Savings	339,415.20	
391.00	Due From Other Funds	679,871.09	
<b>Budgetary and Expense Accounts</b>			
522.00	Expenditures	90,000.00	
<b>Liabilities and Reserves</b>			
915.00	Assigned Unappropri Fund Balanc		1,104,706.01
<b>Budgetary and Revenue Accounts</b>			
980.00	Revenues		4,580.28
<b>Grand Totals</b>		<b>1,109,286.29</b>	<b>1,109,286.29</b>

The reporting period selected for this report includes an accounting cycle that is not closed and information is therefore subject to change. No accounting cycles have been closed for this fund in this fiscal year.

\* - To include Budgetary entries for the current month, run the report through the last day of the cycle

# North Rose-Wolcott Central School Dist

Budget Status Report As Of: 05/31/2021

Fiscal Year: 2021

Fund: V DEBT SERVICE

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
9901 interfund transfer		45,000.00	0.00	45,000.00	90,000.00	0.00	-45,000.00
<b>Total DEBT SERVICE</b>		<b>45,000.00</b>	<b>0.00</b>	<b>45,000.00</b>	<b>90,000.00</b>	<b>0.00</b>	<b>-45,000.00</b>

**North Rose-Wolcott Central School Dist**

Revenue Status Report As Of: 05/31/2021

Fiscal Year: 2021

Fund: V DEBT SERVICE

Revenue Account	Subfund	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
2401.000		Interest and Earnings	0.00	0.00	0.00	4,580.28		4,580.28
<b>Total DEBT SERVICE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,580.28</b>	<b>0.00</b>	<b>4,580.28</b>

**Selection Criteria**

Criteria Name: Last Run  
As Of Date: 05/31/2021  
Suppress revenue accounts with no activity  
Sort by: Fund  
Printed by Norma Lewis

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.  
These are estimates to balance the budget

**POLICY 7410**  
**SUBJECT: EXTRACURRICULAR ACTIVITIES**

The Board considers extracurricular activities to be a valuable part of the program of the school and shall support these activities within the financial means of the District. Extracurricular activities shall provide District students with opportunities for broadening and strengthening their educational experiences. School sponsored extracurricular activities shall be available to students who attend District schools or who attend an alternate school or program based upon a decision of the District Committee on Special Education. The Board and the staff shall be kept informed of the current regulations governing the formation, operational and financial procedures, supervision, and eligibility requirements for all extracurricular activities.

Any organization within the District whose activities are conducted by students, and whose financial support is raised other than by taxation or through charges of the Board, is an extra-classroom activity (ECA). All ECAs must be approved by the Board. The Superintendent or designee will maintain an up-to-date register of all ECAs that are approved or discontinued. The District will develop detailed procedures for the establishment of ECAs.

**Eligibility for Attendance**

Student participation in extracurricular activities is a privilege. Students must abide by the academic standards and standards of conduct for participation in extracurricular activities as established by the Board and outlined in the District's *Code of Conduct* and/or any other applicable document. Students who are suspended from school on a day of an athletic game or practice session, party, school dance, or other school affair scheduled after regular school hours are not eligible for participation or attendance at such events. In order for students to attend a school-sponsored function, it is necessary that students attend classes for at least one-half (1/2) of the school day on the day of the activity, unless otherwise excused by the building administrator.

**Censorship of School-Sponsored Student Publications and Activities**

The District may exercise editorial control over the style and content of student speech in school-sponsored publications and activities that are part of the educational curriculum.

**Limited Open Forum**

The District maintains a limited open forum where secondary students may meet for voluntary student-initiated activities unrelated directly to the instructional program, regardless of religious, political, or philosophical content.

To provide a fair opportunity to students who wish to conduct a meeting, the District will ensure that:

- a) The meeting is voluntary and student-initiated;
- b) There is no sponsorship of the meeting by the District, the government, or its agents or employees;
- c) Employees or agents of the District or government are present at religious meetings only in a nonparticipatory capacity;
- f) The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the District; and
- g) Non-District persons may not direct, conduct, control, or regularly attend activities of student groups.

However, the District, its agents, and its employees, retain the authority to:

- a) Ban unlawful groups;
- b) Maintain order and discipline on District premises;
- c) Protect the well-being of students and employees;
- d) Assure that attendance of students at meetings is voluntary; and
- e) Restrict groups that materially and substantially interfere with the orderly conduct of educational activities.

20 USC §§ 4071-4074

Education Law §§ 1709-a, 2503-a, and 2554-a

8 NYCRR Part 172

NYSED Finance Pamphlet, The Safeguarding, Accounting, and Auditing of Extraclassroom Activity Funds,

Revised 2019

Revised: 6/24/97; 1/9/07; 1/9/18; 7/6/21

## **POLICY 7521**

### **SUBJECT: STUDENTS WITH LIFE-THREATENING HEALTH CONDITIONS**

Students come to school with diverse medical conditions which may impact their learning as well as their health. Some of these conditions are serious and may be life-threatening. As a result, students, parents, school personnel, and health care providers must all work together to provide the necessary information and training to allow children with chronic health problems to participate as fully and safely as possible in the school experience. This policy encompasses an array of serious or life-threatening medical conditions such as anaphylaxis, diabetes, seizure disorders, or severe asthma and acute medical conditions such as substance overdose. All students within the District with known life-threatening conditions will have a comprehensive plan of care in place: an Emergency Care Plan (ECP) or Individualized Healthcare Plan (IHP) and if appropriate, an Individualized Education Plan (IEP) or Section 504 Plan.

#### **Life-Threatening Conditions**

For those students with serious or life-threatening conditions, including but not limited to, diabetes, seizure disorders, asthma, and allergies, the District must work cooperatively with the parent(s) and the healthcare provider(s) to:

- a) Immediately develop an ECP for each at risk student to ensure that appropriate personnel are aware of the student's potential for a life-threatening reaction;
- b) If appropriate, develop an IHP that includes all necessary treatments, medications, training, and educational requirements for the student. If the student is eligible for accommodations based upon the Individuals with Disabilities Act (IDEA), Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act, the appropriate procedures will be followed regarding evaluation and identification;
- c) Provide training by licensed medical personnel (e.g., registered professional nurse) for all adults in a supervisory role in the recognition and emergency management of a specific medical condition for specific students;
- d) Obtain specific medical-legal documents duly executed in accordance with New York State law; appropriate health care provider authorization in writing for specific students that includes the frequency and conditions for any testing and/or treatment, symptoms, and treatment of any conditions associated with the health problem; and directions for emergencies;
- e) Secure written parent permission and discuss parental responsibility that includes providing the health care provider's orders, providing any necessary equipment, and participation in the education and co-management of the child as he/she works toward self-management;
- f) Allow supervised students to carry life-saving medication in accordance with relevant laws, regulations, and procedures. The District will also encourage parents and students to provide duplicate life-saving medication to be maintained in the health office in the event the self-carrying student misplaces, loses, or forgets their medication;
- g) Assure appropriate and reasonable building accommodations are in place within a reasonable degree of medical certainty.

In addition, the District will:

- a) Provide training for transportation, instructional, food service, or physical education staff, as appropriate, in the recognition of an anaphylactic reaction;

- b) Have standing emergency medical protocols for nursing or other staff;
- c) Request the school medical director to write a non-patient specific order for anaphylaxis treatment agents for the school's registered professional nurse or other staff, as designated by the administration and allowed under federal and New York State laws and regulations, to administer in the event of an unanticipated anaphylactic episode;
- d) Maintain or ensure the maintenance of a copy of the standing order(s) and protocol(s) that authorizes them to administer emergency medications such as anaphylactic treatment agents;
- e) As permitted by New York State law, maintain stock supplies of life-saving emergency medications such as epinephrine auto-injectors or Naloxone (Narcan) for use, especially in first time emergencies;
- f) Allow the school registered nurse, nurse practitioner, or physician to train unlicensed school personnel to administer emergency epinephrine via auto-injector, or emergency glucagon, to students with both a written provider order and parent/person in parental relation consent during the school day, on school property, and at any school function. Such training will be done in accordance with specifications outlined in the Commissioner's regulations;
- g) Ensure that building-level safety plans and District-wide ~~school safety plans~~ emergency response plans include appropriate accommodations for students with life-threatening health conditions.
- h) Encourage families to obtain medic-alert bracelets for at risk students;
- i) Educate students regarding the importance of immediately reporting symptoms of an allergic reaction.

### **Emergency Medication**

#### **Epinephrine Auto Injectors (EAIs)**

The District has entered into a collaborative agreement with Dr. Krishna Persaud in order to provide and maintain EAIs on site in its instructional facilities. This agreement allows for trained school employees, who have completed a New York State Department of Health (NYSDOH) course, to administer EAIs to any student or staff member who demonstrates symptoms of anaphylaxis, regardless of whether such person has a prior history of severe allergic reactions. This District will ensure that it has sufficient EAIs available to ensure ready and appropriate access for use during emergencies and will immediately report ever use of an EAI in accordance with the collaborative agreement [insert name of emergency health care provider.] The collaborative agreement, as defined in Public Health Law Section 3000 c, is required for the District to permit trained school employees to administer stock EAIs to students and staff members who do not have a patient specific order for such medication.

#### **Creating an Allergen-Safe School Environment**

The risk of accidental exposure or cross-contamination is always present in school, particularly for students with food allergies. The school setting is a high-risk environment for accidental ingestion of a food allergen due to the presence of a large number of students, increased exposure to food allergens, and cross-contamination of tables, desks, and other surfaces.

In an effort to prevent accidental exposure to allergens, the District will monitor the following high-risk areas and activities:

- a) Cafeteria;
- b) Food sharing;
- c) Hidden ingredients in art, science, and other projects;
- d) Transportation;
- e) Fund raisers and bake sales;
- f) Parties and holiday celebrations;
- g) Field trips;
- h) Before and after school programs.

### **Medication Self-Management**

The District will work toward assisting students in the self-management of their chronic health condition based upon the student's knowledge level and skill by:

- a) Collaborating with parents/guardians;
- b) Adequately training all staff involved in the care of the child, as appropriate;
- c) Assuring the availability of the necessary equipment and/or medications;
- d) Providing appropriately trained licensed persons as required by law;
- e) Developing an emergency plan, IHP, IEP, or 504 Plan as appropriate for the student; and
- f) Providing ongoing staff and student education.

Americans with Disabilities Act, 42 USC § 12101, et seq.  
Individuals with Disabilities Education Act (IDEA), 20 USC §§ 1400-1485  
Section 504 of the Rehabilitation Act of 1973, 29 USC § 794 et seq.  
34 CFR Part 300  
Education Law §§ 6527 and 6908  
8 NYCRR §§ 136.6 and 136.7  
Public Health Law §§ 2500-h, 3000-a, and 3000-c

NOTE: Refer also to Policy #7513 -- Medication and Personal Care Items  
Adopted: 1/9/07  
Revised: 2/24/09; 2/9/16; 7/6/21

## **POLICY 7530**

### **SUBJECT: CHILD ABUSE AND MALTREATMENT**

The District takes seriously the obligations of its officers and employees to report cases of child abuse or maltreatment. To this end, regulations will be developed, maintained, and disseminated by administration regarding the:

- a) Mandatory reporting of suspected child abuse or maltreatment;
- b) Reporting procedures and obligations of persons required to report;
- c) Provisions for taking a child into protective custody;
- d) Mandatory reporting of deaths;
- e) Immunity from liability and penalties for failure to report;
- f) Obligations for provision of services and procedures necessary to safeguard the life or health of a child; and
- g) Provision of information in recognizing signs of unlawful methamphetamine laboratories for all current and new school officials (i.e., "mandated reporters") who, as part of their usual responsibilities, visit children's homes.

Additionally, an ongoing training program for all current and new school officials will be established and implemented to enable the staff to carry out their reporting responsibilities.

#### **Reporting Information**

The District will post the child abuse hotline telephone number and directions for accessing the Office of Children and Family Services (OCFS) website in English and Spanish on its website and in clearly and highly visible areas of school buildings. The District will also make this information available from its administrative offices; provide it to parents and persons in parental relation at least once per school year by electronic communication, sending the information home with students, or otherwise; and provide it to each teacher and administrator. The District may post and provide this information in other, common languages used by the school community.

The hotline telephone number is 800-342-3720. Another hotline telephone number for school administrators and teachers to report is 800-635-1522.

#### **Persons Required to Report**

Persons required to report cases of child abuse or maltreatment to the Statewide Central Register for Child Abuse and Maltreatment (SCR) in accordance with Social Services Law Section 413(1) include, but are not limited to, school teachers, school guidance counselors, school psychologists, school social workers, school nurses, school administrators or other school personnel required to hold a teaching or administrative license or certificate, and full- or part-time compensated school employees required to hold a temporary coaching license or professional coaching certificate.

All mandated reporters must make the report themselves to the SCR and then immediately notify the building principal or designee. The building principal or designee will be responsible for all subsequent administration necessitated by the report. Any report must include the name, title, and contact information for every staff member who is believed to have direct knowledge of the allegations in the report. The building principal will also

take or cause to be taken, at public expense, color photographs of visible trauma and, if medically indicated, cause to be performed an X-ray of the child.

Reports must be made by telephone or fax on a form supplied by the Commissioner of the NYS OCFS. Oral reports must be made to SCR, unless an appropriate local plan provides these reports should be made to the local CPS. The local CPS would then make a report to the SCR. An oral report must be followed by a written report within 48 hours.

### Report Form

The "Report of Suspected Child Abuse or Maltreatment" Form LDSS-222 IA may be accessed at the OCFS website. Obligation to Assist CPS

The District has a responsibility to provide assistance and data to enable CPS to carry out their investigation, including providing access to relevant records and allowing CPS to conduct an interview of such child without parental consent or court order when CPS encounters circumstances that warrant interviewing the child apart from family or other household members or the home or household where child abuse or maltreatment allegedly occurred. School personnel may observe the interview. The School may require CPS workers and those who accompany them to comply with reasonable visitor policies and procedures of the School and to present appropriate identification.

### Immunity from Liability

Mandated reporters are immune from liability who make a report in good faith. However, mandated reporters will be criminally liable if they knowingly report a false claim of child abuse or maltreatment to the SCR. Non-mandated reporters will also be criminally liable for knowingly reporting a false claim to a mandated reporter, knowing that the reporter is required to report such cases and intending that such a report be made.

### Failure to Report

Legal penalties under the Social Services Law will be placed on mandated reporters who fail to report a case of suspected child abuse, including liability for damages proximately caused by such failure.

### Prohibition of Retaliatory Personnel Action

The District will not take any retaliatory personnel action against an employee because the employee believes that he or she has reasonable cause to suspect that a child is an abused or maltreated child and that employee makes a report to SCR. Further, no school official will impose any conditions, including prior approval or prior notification, upon any staff member specifically designated a mandated reporter.

"Retaliatory personnel action" means the discharge, suspension, or demotion of an employee, or other adverse employment action taken against an employee in the terms and conditions of employment.

### **Child Abuse in an Educational Setting**

The District is committed to the protection of students in educational settings from abuse and maltreatment by employees or volunteers.

**Child abuse** means any of the following acts committed in an educational setting by an employee or volunteer against a child (defined as a person under the age of 21 years enrolled in a school):

- a) Intentionally or recklessly inflicting physical injury, serious physical injury, or death; or
- b) Intentionally or recklessly engaging in conduct which creates a substantial risk of physical injury, serious physical injury, or death; or
- c) Any child sexual abuse, defined as conduct prohibited by Penal Law Articles 130 or 263; or
- d) The commission or attempted commission against a child of the crime of disseminating indecent materials to minors in accordance with Penal Law Article 235.

**Administrator or school administrator** means a principal, or the equivalent title, in a school, or other chief school officer.

**Educational setting** means the building(s) and grounds of the District; the vehicles provided directly or by contract by the District for the transportation of students to and from school buildings, field trips, co-curricular and extracurricular activities both on and off District grounds; all co-curricular and extracurricular activity sites; and any other location where direct contact between an employee or volunteer and a child has allegedly occurred.

In any case where an oral or written allegation is made to a teacher, school nurse, school counselor, school psychologist, school social worker, school administrator, Board member, or other school personnel required to hold a teaching or administrative license or certificate, as well as a licensed and registered physical therapist, licensed and registered occupational therapist, licensed and registered speech-language pathologist, teacher aide or school resource officer that a child has been subjected to child abuse by an employee or volunteer in an educational setting, that person will upon receipt of the allegation:

- a) Promptly complete a written report of the allegation including the full name of the child alleged to be abused; the name of the child's parent; the identity of the person making the allegation and their relationship to the alleged child victim; the name of the employee or volunteer against whom the allegation was made; and a listing of the specific allegations of child abuse in an educational setting. This written report will be completed on a form prescribed by the Commissioner of Education.
- b) Except where the school administrator is the person receiving the oral or written allegation, the employee completing the written report must promptly personally deliver a copy of that written report to the school principal of the school in which the child abuse allegedly occurred.

In any case where an oral or written allegation is made to a school bus driver employed by a person or entity that contracts with the District to provide transportation services to children that a child has been subjected to child abuse by an employee or volunteer in an educational setting, that school bus driver will upon receipt of the allegation, promptly report or cause a report to be made to his or her supervisor employed by the contracting person or entity.

In any case where an oral or written report or allegation is made to a supervisor who is employed by a person or entity that contracts with the District to provide transportation services to children from a person employed by the contracted person or entity that a child has been subjected to child abuse by an employee or volunteer in an educational setting, the supervisor must, upon receipt of an allegation:

- a) Promptly complete a written report of the allegation including the full name of the child alleged to be abused; the name of the child's parent or guardian; the identity of

the person making the allegation and their relationship to the alleged child victim; the name of the employee or volunteer against whom the allegation was made; and a listing of the specific allegations of child abuse in an educational setting. This report must be completed on a form prescribed by the Commissioner.

- b) Ensure that the written report is personally delivered to the Superintendent employed by the school district where the child abuse occurred or, for a school other than a school district or public school, the school administrator employed by the school where the child abuse occurred.

In any case where it is alleged a child was abused by an employee or volunteer of a school other than a school within the District, the report of these allegations will be promptly forwarded to the Superintendent of the District and the Superintendent of the school district where the abuse of the child allegedly occurred. If a case involves a school that is not a school district or public school, the appropriate school administrator or administrators, in addition to any appropriate Superintendent, must be notified of the allegations of abuse.

If it is alleged the child was abused by the Superintendent or administrator, the report of the allegations will be made to another designated administrator.

Any employee, volunteer, or supervisor who is employed by a person or entity that contracts with the District to provide transportation services to children who reasonably and in good faith makes a report of allegations of child abuse in an educational setting in accordance with the reporting requirements of the law will have immunity from civil liability which might otherwise result by reason of those actions.

Upon receipt of a written report alleging child abuse in an educational setting, a school administrator or the Superintendent must then determine whether there is reasonable suspicion to believe that an act of child abuse has occurred. Where there has been a determination as to the existence of reasonable suspicion, the school administrator or Superintendent must follow the procedures mandated in law and further described in administrative regulations including parental notification. When the school administrator receives a written report, he or she must promptly provide a copy of the report to the Superintendent and promptly forward the report to appropriate law enforcement. In no event will reporting to law enforcement be delayed by an inability to contact the Superintendent.

Where the Superintendent or, in a school other than a school district or public school, the school administrator has forwarded a written report of child abuse in an educational setting to law enforcement authorities, the Superintendent will also refer the report to the Commissioner if the employee or volunteer alleged to have committed an act of child abuse holds a certification or license issued by the State Education Department.

Reports and other written material submitted in accordance with law with regard to allegations of child abuse in an educational setting, and photographs taken concerning those reports that are in the possession of any person legally authorized to receive that information, will be confidential and will not be redisclosed except to law enforcement authorities involved in an investigation of child abuse in an educational setting or as expressly authorized by law or in accordance with a court-ordered subpoena. Such reports must be expunged from the District records five years after the date of its making if, after investigation, they do not result in a criminal conviction. They may be expunged earlier, in the District's discretion. The willful redisclosure of such materials to unauthorized persons is a Class A misdemeanor. School administrators and the Superintendent will exercise reasonable care in preventing unauthorized disclosure.

Additionally, teachers and all other school officials will be provided an annual written explanation concerning the reporting of child abuse in an educational setting, including the immunity provisions as set forth in law. The Commissioner will furnish the District with required

information, including rules and regulations for training necessary to implement District and staff responsibilities under the law.

### Training

The District will establish and implement ongoing training regarding the identification and reporting of child abuse and maltreatment in accordance with law and Commissioner regulations to all current and new teachers, nurses, counselors, psychologists, social workers, administrators, other personnel required to hold a teaching or administrative certificate or license, any bus driver or supervisor employed by an entity that contracts with the District to transport children, all persons employed in equivalent titles in the District, Board members, licensed and registered physical and occupational therapists, licensed and registered speech language pathologists, teacher aides, and school resource officers.

Such training shall include, at a minimum, information regarding the physical and behavioral signs that a child has been abused or maltreated and the statutory reporting requirements set out under Social Services law, including but not limited to, when and how a report must be made, what other actions the reporter is mandated or authorized to take, the legal protections that reporters have, and the consequences for failing to report.

All school bus drivers employed on or after July 1, 2019 by a transportation contractor are required to take two hours of training regarding identification and reporting of child abuse and maltreatment furnished by an approved provider. Documentation of completion of the training must be given to the District.

The District will annually provide to each teacher and all other school officials a written explanation of the reporting requirements including the immunity provisions.

### **Prohibition of "Silent" (Unreported) Resignations**

The Superintendent and other school administrators are prohibited from withholding from law enforcement authorities, the Superintendent, or the Commissioner, as appropriate, information concerning allegations of child abuse in an educational setting against an employee or volunteer in exchange for that individual's resignation or voluntary suspension from his or her position.

The Superintendent or other school administrator who reasonably and in good faith reports to law enforcement officials information regarding allegations of child abuse or a resignation as required by law will have immunity from any liability, civil or criminal, which might otherwise result by reason of those actions.

### **Prohibition on Aiding and Abetting Sexual Abuse**

Unless exempted by law, no District employee, contractor, or agent of the District will assist another District employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the individual or agency knows or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law.

Education Law Article 23-B and §§ 409-1, 902(b), 1132(2), 3028-b and 3209-a  
Family Court Act § 1012  
Labor Law § 740(1)(e)  
Penal Law Articles 130, 235 and 263  
Social Services Law §§ 411-428  
8 NYCRR Part 83, § 100.2(nn)  
20 USC § 7926

Adopted: 1992

Revised: 11/12/03; 1/9/07; 10/28/08; 1/9/18; 7/7/21

## **POLICY 7550**

### **SUBJECT: DIGNITY FOR ALL STUDENTS**

The District seeks to create an environment free of harassment, bullying, and discrimination; to foster civility in its schools; and to prevent conduct that is inconsistent with its educational mission. The District, therefore, prohibits all forms of harassment and bullying of students by employees or other students on school property and at school functions. The District further prohibits discrimination against students, including, but not limited to, discriminatory acts based on a person's actual or perceived race, traits historically associated with race, color, weight, national origin, ethnic group, religion, religious practice, mental or physical disability, sexual orientation, gender, or sex by school employees or other students on school property and at school functions that take place at locations off school property. In addition, other acts of harassment, bullying, or discrimination that can reasonably be expected to materially and substantially disrupt the education process may be subject to discipline or other corrective action.

#### **Dignity Act Coordinator**

In each of its schools, the District will designate at least one employee holding licenses or certifications as required by the Commissioner to serve as the Dignity Act Coordinator (DAC). Each DAC will be thoroughly trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression), and sex. Training will also be provided for DACs which addresses: the social patterns of harassment, bullying, and discrimination, including, but not limited that to, those acts based on a person's actual or perceived age, race, traits historically associated with race, color, weight, national origin, ethnic group, religion, religious practice, mental or physical disability, sexual orientation, gender, gender fluidity, and sex; the identification and mitigation of harassment, bullying, and discrimination; and strategies for effectively addressing problems of exclusion, bias, and aggression in educational settings. All DAC appointments will be approved by the Board.

The District will widely disseminate the name, designated school, and contact information of each DAC to all school personnel, students, and parents or persons in parental relation by:

- a) Listing it in the *Code of Conduct*, with updates posted on the District's website; and
- b) Including it in the *Code of Conduct's* plain language summary provided to all parents or persons in parental relation to students before the beginning of each school year; and
- c) Providing it to parents or persons in parental relation in at least one District or school mailing or other method of distribution, including, but not limited to, electronic communication and/or sending information home with each student. If the information changes, parents and persons in parental relation will be notified in at least one subsequent District or school mailing, or other method of distribution as soon as practicable thereafter; and
- d) Posting it in highly visible areas of school buildings; and
- e) Making it available at the District and school-level administrative offices.

If a DAC vacates his or her position, the District will immediately designate an interim DAC, pending approval from the Board within 30 days. In the event a DAC is unable to perform his or her duties for an extended period of time, the District will immediately designate an interim DAC, pending the return of the previous individual to the position.

## **Training and Awareness**

Each year, all employees will be provided with training to promote a supportive school environment that is free from harassment, bullying, and/or discrimination, and to discourage and respond to incidents of harassment, bullying, and/or discrimination. This training may be provided in conjunction with existing professional development, will be conducted consistent with guidelines approved by the Board, and will:

- a) Raise awareness and sensitivity to potential acts of harassment, bullying, and/or discrimination;
- b) Address social patterns of harassment, bullying, and discrimination and the effects on students;
- c) Inform employees on the identification and mitigation of harassment, bullying, and discrimination;
- d) Enable employees to prevent and respond to incidents of harassment, bullying, and/or discrimination;
- e) Make school employees aware of the effects of harassment, bullying, cyberbullying, and/or discrimination on students;
- f) Provide strategies for effectively addressing problems of exclusion, bias, and aggression;
- g) Include safe and supportive school climate concepts in curriculum and classroom management; and
- h) Ensure the effective implementation of school policy on conduct and discipline.

Rules against harassment, bullying, and discrimination will be included in Part V of the *Code of Conduct*, titled "The Dignity for All Student's Act," publicized District-wide, and disseminated to all staff and parents or persons in parental relation. Any amendments to the *Code of Conduct* will be disseminated as soon as practicable following their adoption. The District will provide new employees with a complete copy of the current *Code of Conduct* upon beginning their employment, and distribute an age-appropriate summary to all students at a school assembly at the beginning of each school year.

## **Reports and Investigations of Harassment, Bullying, and/or Discrimination**

The District encourages and expects students who have been subjected to harassment, bullying, or discrimination; parents or persons in parental relation whose children have been subjected to this behavior; other students who observe or are told of this behavior; and all District staff who become aware of this behavior to timely report it to the principal, Superintendent, DAC, or designee.

The principal, Superintendent, DAC, or designee will lead or supervise a timely and thorough investigation of all reports of harassment, bullying, and discrimination. The DAC or other individual conducting the investigation, may seek the assistance of the District's Civil Rights Compliance Officer in investigating, responding to, and remedying complaints.

In the event any investigation verifies that harassment, bullying, and/or discrimination occurred, the District will take prompt action reasonably calculated to end it, to eliminate any hostile environment, to create a more positive school culture and climate, to prevent recurrence of the behavior, and to ensure the safety of the student or students against whom the harassment, bullying, or discrimination was directed.

The Superintendent, principal, DAC, or designee will promptly notify the appropriate local law enforcement agency when there is a reasonable belief that an incident of harassment, bullying, or discrimination constitutes criminal conduct.

The District will timely collect information related to incidents involving harassment, bullying, and discrimination; provide required internal reports; and complete and submit any required report to the State Education Department in the manner and within the timeframe specified by the Commissioner. Such reports shall, whenever possible, also delineate the specific nature of such incidents of harassment, bullying and discrimination.

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

Any person who has reasonable cause to suspect that a student has been subjected to harassment, bullying, or discrimination by an employee or student on school grounds or at a school function, and who acts reasonably and in good faith in reporting it to school officials, the Commissioner of Education, or law enforcement authorities, or who otherwise initiates, testifies, participates, or assists in any formal or informal proceedings, will have immunity from any civil liability that may arise from making that report, or from initiating, testifying, participating, or assisting in those proceedings. The District also prohibits any retaliatory behavior directed against any complainant, victim, witness, or any other individual who participated in the reporting or investigation of an incident of alleged harassment, bullying, or discrimination.

#### **Publication of District Policy**

At least once during each school year, all school employees, students, and parents or persons in parental relation will be provided with a written or electronic copy of this policy, or a plain-language summary of it. The policy or summary will include information relating to how students, parents or persons in parental relation, and school employees may report harassment, bullying, or discrimination. Additionally, the District will strive to maintain a current version of this policy on its website at all times.

#### **Application**

Nothing in this policy or its implementing regulations should be interpreted to preclude or limit any right or cause of action provided under any local, state, or federal ordinance, law or regulation including, but not limited to, any remedies or rights available under the Individuals with Disabilities Education Act, Title VII of the Civil Rights Law of 1964, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990.

Education Law §§ 10-18, 801-a, 2801 and 3214  
8 NYCRR § 100.2, NYS CROWN Act of 2020

NOTE: Refer also to Policies #1330 -- Appointments and Designations by the Board  
#3410 -- Code of Conduct  
#3420 -- Non-Discrimination and Anti-Harassment in the District  
#5670 -- Records Management  
#6411 Use of Email in the District  
#7551 -- Sexual Harassment of Students  
#7552 -- Student Gender Identity

#7553 -- Hazing of Students  
#8242 -- Civility, Citizenship and Character  
Education/Interpersonal  
Violence Prevention Education

Adopted: 6/12/12

Revised: 12/18/12; 7/9/13; 11/18/14; 6/9/15; 7/6/21

**POLICY 7690**

**SUBJECT: SPECIAL EDUCATION MEDIATION**

The District will offer mediation to resolve disputes involving any matter for which an impartial due process hearing may be brought, including those arising prior to the filing of a due process complaint notice.

Mediation will be conducted by mediators furnished by a Community Dispute Resolution Center who are not employees of any school district or State agency that is involved in the education or care of the student who is the subject of the mediation process. Mediators may not have a personal or professional interest which would conflict with their objectivity in the mediation process and should be knowledgeable in laws and regulations relating to the provision of special education services.

Parents or persons in parental relation to students suspected of or having disabilities will receive written notice of the availability of the mediation program each time they receive notice of their entitlement to the impartial hearing procedures in accordance with Federal and State law and regulations. If the parent and District agree, alternative means of meeting participation may be utilized, such as video conferences and conference calls.

Discussions during the mediation process must be confidential and may not be used as evidence in any subsequent due process hearing or civil proceedings. The parties may be required to sign a confidentiality pledge prior to the commencement of the process.

If resolution to the complaint is reached through mediation, the parent and the representative of the District who has the authority to bind the District will execute a legally binding written agreement specifying the resolution and stating that all discussions occurring during the mediation process are confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding of any Federal or State court. If the written agreement is inconsistent with the student's current individualized education programs (IEP), the IEP must be immediately amended to reflect the mediation agreement.

The mediation process is voluntary and will not operate to diminish or limit any rights provided for in law, including the right of the parent or person in parental relation to request an impartial hearing subsequent to mediation. Parents or persons in parental relation to students suspected of or having disabilities continue to have full access to all rights, including due process procedures, provided for in federal and state laws and regulations. Similarly, mediation shall not be construed to limit a parent or person in parental relation from requesting an impartial hearing without having first utilized mediation procedures set forth in Education Law.

Individuals with Disabilities Education Act (IDEA), 20 USC § 1400 et seq.  
34 CFR Part 300  
Education Law §§ 4005, 4202, and 4404-a  
Judiciary Law § 849a  
8 NYCRR §§ 200.1 and 200.5

Adopted: 624/97

Revised: 11/12/03; 1/9/07; 10/28/08; 7/6/21

## **POLICY 8230**

### **SUBJECT: INSTRUCTION-IN CERTAIN SUBJECTS**

#### **Driver Education**

A driver education course may be offered under the conditions set forth by the New York State Education Department.

#### **Gifted and Talented Students**

The Board may provide appropriate educational programs for students identified as being gifted and talented. Administrative procedures for identifying Gifted and Talented Students and programming will be developed.

#### **Physical Education Class**

All students, except those with medical excuses, will participate in physical education in accordance with the Commissioner's regulations, which require that all students attend and participate in physical education as follows:

- a) All students in grades K through 3 shall participate in a daily program for a minimum of 120 minutes per week. All students in grades 4 through 6 shall participate in a program three times per week for a minimum of 120 minutes per week. The minimum time devoted to such programs (K through 6) shall be at least 120 minutes in each calendar week, exclusive of any time that may be required for dressing and showering.
- b) Pupils in grades 5 through 6 that are in a middle school shall will participate in the physical education program a minimum of three periods per calendar week during one semester of each school year and two periods during the other semester, or a comparable time each semester if the school is organized in other patterns.
- c) All secondary students (in grades 7 through 12) shall have the opportunity for regular physical education, but not less than three times per week in one semester and two times per week in the other semester. For students in grades 10 through 12 only a comparable time each semester shall be provided if the school is organized in other patterns or if students have demonstrated acceptable levels of physical fitness, physical skills and knowledge of physical education activities in extraclass programs or out-of-school activities approved by the physical education staff and the School Administration.
- d) For grades K through 12, a district may provide an equivalent program as approved by the Commissioner of Education.

An excuse from physical education class may be accepted from a licensed physician for medical reasons or a licensed chiropractor for conditions of the spine.

Any student whose condition precludes participation in a regular program shall be provided with adaptive physical education approved by the Commissioner of Education.

#### **Health and Mental Health Education**

The District's health education program recognizes the multiple dimensions of health by including instruction related to:

- a) Mental health;

- b) The relation of physical and mental health;
- c) Alcohol, tobacco, and other drugs; and
- d) The prevention and detection of certain cancers.

This instruction will enhance student understanding, attitudes, and behaviors that promote health, well-being, and human dignity.

Health education programs provided by the District will be designed according to the needs and abilities of the students at successive grade levels in accordance with applicable laws and regulations.

Education Law §§ 803, 804, 806-a, and 3204  
Education Law Article 90  
8 NYCRR §§ 107.2, 135.1, 135.3, 135.4, and 142

Revised: 10/28/08; 4/9/13; 7/6/21

**POLICY 5676**

**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA**

The District is committed to maintaining the privacy and security of student data and teacher and principal data and will follow all applicable laws and regulations for the handling and storage of this data in the District and when disclosing or releasing it to others, including, but not limited to, third-party contractors. The District adopts this policy to implement the requirements of Education Law Section 2-d and its implementing regulations (collectively, "Section 2-d"), as well as to align the District's data privacy and security practices with the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1).

**Definitions**

Consistent with Section 2-d, the below terms, as used in this policy, mean as follows:

- a) "Breach" means the unauthorized acquisition, access, use, or disclosure of student data and/or teacher or principal data by or to a person not authorized to acquire, access, use, or receive the student data and/or teacher or principal data.
- b) "Building principal" means a building principal subject to annual performance evaluation review under the provisions of Education Law Section 3012-e-d.
- c) "Classroom teacher" means a teacher subject to annual performance evaluation review under the provisions of Education Law Section 3012-e-d.
- d) "Commercial or marketing purpose" means the sale of student data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of student data for advertising purposes, or to develop, improve, or market products or services to students.
- e) "Contract or other written agreement" means a binding agreement between an educational agency and a third-party, which includes, but is not limited to, an agreement created in electronic form and signed with an electronic or digital signature or a click-wrap agreement that is used with software licenses, downloaded, and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service.
- f) "Disclose" or "disclosure" means to permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written, or electronic, whether intended or unintended.
- g) "Education records" means an education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.
- h) "Educational agency" means a school district, board of cooperative educational services (BOCES), school, or the New York State Education Department (NYSED).
- i) "Eligible student" means a student who is eighteen years or older.

- j) "Encryption" means methods of rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States Department of Health and Human Services in guidance issued under 42 USC Section 17932(h)(2).
- k) "FERPA" means the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section I 232g and 34 CFR Part 99, respectively.
- l) "NIST Cybersecurity Framework" means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1). A copy of the NIST Cybersecurity Framework is available at the Office of Counsel, State Education Department, State Education Building, Room 148, 89 Washington Avenue, Albany, New York 12234.
- m) "Parent" means a parent, legal guardian, or person in parental relation to a student.
- n) "Personally identifiable information (PII)," as applied to student data, means personally identifiable information as defined in 34 CFR Section 99.3 implementing the Family Educational Rights and Privacy Act, 20 USC Section 1232g, and, as applied to teacher or principal data, means personally identifying information as this term is defined in Education Law Section 3012-c(10).
- o) "Release" has the same meaning as disclosure or disclose.
- p) "Student" means any person attending or seeking to enroll in an educational agency.
- q) "Student data" means personally identifiable information from the student records of an educational agency.
- r) "Teacher or principal data" means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law Sections 3012-c and 3012-d.
- s) "Third-party contractor" means any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to the educational agency, including but not limited to data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs. This term includes an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities pursuant to Education Law Section 211-e and is not an educational agency, and a not-for-profit corporation or other nonprofit organization, other than an educational agency.

- t) "Unauthorized disclosure" or "unauthorized release" means any disclosure or release not permitted by federal or state statute or regulation, any lawful contract or written agreement, or that does not respond to a lawful order of a court or tribunal or other lawful order.

### **Data Collection Transparency and Restrictions**

As part of its commitment to maintaining the privacy and security of student data and teacher and principal data, the District will take steps to minimize its collection, processing, and transmission of PII. Additionally, the District will:

- a) Not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- b) Ensure that it has provisions in its contracts with third-party contractors or in separate data sharing and confidentiality agreements that require the confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

Except as required by law or in the case of educational enrollment data, the District will not report to NYSED the following student data elements:

- a) Juvenile delinquency records;
- b) Criminal records;
- c) Medical and health records; and
- d) Student biometric information.

Nothing in Education Law Section 2-d or this policy should be construed as limiting the administrative use of student data or teacher or principal data by a person acting exclusively in the person's capacity as an employee of the District.

### **Chief Privacy Officer**

The Commissioner of Education has appointed a Chief Privacy Officer who will report to the Commissioner on matters affecting privacy and the security of student data and teacher and principal data. Among other functions, the Chief Privacy Officer is authorized to provide assistance to educational agencies within the state on minimum standards and best practices associated with privacy and the security of student data and teacher and principal data.

The District will comply with its obligation to report breaches or unauthorized releases of student data or teacher or principal data to the Chief Privacy Officer in accordance with Education Law Section 2-d, its implementing regulations, and this policy.

The Chief Privacy Officer has the power, among others, to:

- a) Access all records, reports, audits, reviews, documents, papers, recommendations, and other materials maintained by the District that relate to student data or teacher or principal data, which includes, but is not limited to, records related to any technology product or service that will be utilized to store and process PII; and
- b) Based upon a review of these records, require the District to act to ensure that PII is protected in accordance with laws and regulations, including but not limited to requiring the District to perform a privacy impact and security risk assessment.

## **Data Protection Officer**

The District has designated the Community Schools Administrator, Bridgette Barr to serve as the District's Data Protection Officer.

The Data Protection Officer is responsible for the implementation and oversight of this policy and any related procedures including those required by Education Law Section 2-d and its implementing regulations, as well as serving as the main point of contact for data privacy and security for the District.

The District will ensure that the Data Protection Officer has the appropriate knowledge, training, and experience to administer these functions. The Data Protection Officer may perform these functions in addition to other job responsibilities. Additionally, some aspects of the Data Protection Officer's role may be outsourced to a provider such as a BOCES, to the extent available.

## **District Data Privacy and Security Standards**

The District will use the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1) (Framework) as the standard for its data privacy and security program. The Framework is a risk-based approach to managing cybersecurity risk and is composed of three parts: the Framework Core, the Framework Implementation Tiers, and the Framework Profiles. The Framework provides a common taxonomy and mechanism for organizations to:

- a) Describe their current cybersecurity posture;
- b) Describe their target state for cybersecurity;
- c) Identify and prioritize opportunities for improvement within the context of a continuous and repeatable process;
- d) Assess progress toward the target state; and
- e) Communicate among internal and external stakeholders about cybersecurity risk.

The District will protect the privacy of PII by:

- a) Ensuring that every use and disclosure of PII by the District benefits students and the District by considering, among other criteria, whether the use and/or disclosure will:
  1. Improve academic achievement;
  2. Empower parents and students with information; and/or
  3. Advance efficient and effective school operations.
- b) Not including PII in public reports or other public documents.

The District affords all protections under FERPA and the Individuals with Disabilities Education Act and their implementing regulations to parents or eligible students, where applicable.

## **Third-Party Contractors**

### **District Responsibilities**

The District will ensure that whenever it enters into a contract or other written agreement with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the District, the contract or written agreement will include provisions requiring that confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

In addition, the District will ensure that the contract or written agreement includes the third-party contractor's data privacy and security plan that has been accepted by the District.

The third-party contractor's data privacy and security plan must, at a minimum:

- a) Outline how the third-party contractor will implement all state, federal, and local data privacy and security contract requirements over the life of the contract, consistent with District policy;
- b) Specify the administrative, operational, and technical safeguards and practices the third-party contractor has in place to protect PII that it will receive under the contract;
- c) Demonstrate that the third-party contractor complies with the requirements of 8 NYCRR Section 121.3(c);
- d) Specify how officers or employees of the third-party contractor and its assignees who have access to student data or teacher or principal data receive or will receive training on the laws governing confidentiality of this data prior to receiving access;
- e) Specify if the third-party contractor will utilize subcontractors and how it will manage those relationships and contracts to ensure PII is protected;
- f) Specify how the third-party contractor will manage data privacy and security incidents that implicate PII including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the District;
- g) Describe whether, how, and when data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires; and
- h) Include a signed copy of the Parents' Bill of Rights for Data Privacy and Security.

### **Third-Party Contractor Responsibilities**

Each third-party contractor, that enters into a contract or other written agreement with the District under which the third-party contractor will receive student data or teacher or principal data from the District, is required to:

- a) Adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework;

- b) Comply with District policy and Education Law Section 2-d and its implementing regulations;
- c) Limit internal access to PII to only those employees or subcontractors that have legitimate educational interests (i.e., they need access to provide the contracted services);
- d) Not use the PII for any purpose not explicitly authorized in its contract;
- e) Not disclose any PII to any other party without the prior written consent of the parent or eligible student:
  - 1. Except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with law, regulation, and its contract with the District; or
  - 2. Unless required by law or court order and the third-party contractor provides a notice of the disclosure to NYSED, the Board, or the institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by law or court order;
- f) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of PII in its custody;
- g) Use encryption to protect PII in its custody while in motion or at rest; and
- h) Not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

Where a third-party contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by law and contract apply to the subcontractor.

### **Cooperative Educational Services through a BOCES**

The District may not be required to enter into a separate contract or data sharing and confidentiality agreement with a third-party contractor that will receive student data or teacher or principal data from the District under all circumstances.

For example, the District may not need its own contract or agreement where:

- a) It has entered into a cooperative educational service agreement (CoSer) with a BOCES that includes use of a third-party contractor's product or service; and
- b) That BOCES has entered into a contract or data sharing and confidentiality agreement with the third-party contractor, pursuant to Education Law Section 2-d and its implementing regulations, that is applicable to the District's use of the product or service under that CoSer.

To meet its obligations whenever student data or teacher or principal data from the District is received by a third-party contractor pursuant to a CoSer, to the extent required by law, the District will consult with the BOCES to, among other things:

- a) Ensure that the BOCES has a contract or data sharing and confidentiality agreement in place pursuant to Section 2-d that applies to the third-party contractor's product or service being used by the District under the CoSer;
- b) Determine procedures for including supplemental information about any applicable contracts or data sharing and confidentiality agreements that a BOCES has entered into with a third-party contractor in its Parents' Bill of Rights for Data Privacy and Security;
- c) Ensure appropriate notification is provided to affected parents, eligible students, teachers, and/or principals about any breach or unauthorized release of PII that a third-party contractor has received from the District pursuant to a BOCES contract; and
- d) Coordinate reporting to the Chief Privacy Officer to avoid duplication in the event the District receives information directly from a third-party contractor about a breach or unauthorized release of PII that the third-party contractor received from the District pursuant to a BOCES contract.

#### Click-Wrap Agreements

Periodically, District staff may wish to use software, applications, or other technologies in which the user must "click" a button or box to agree to certain online terms of service prior to using the software, application, or other technology. These are known as "click-wrap agreements" and are considered legally binding "contracts or other written agreements" under Section 2-d.

District staff are prohibited from using software, applications, or other technologies pursuant to a click-wrap agreement in which the third-party contractor receives student data or teacher or principal data from the District unless they have received prior approval from the District's Data Privacy Officer or designee.

The District will develop and implement procedures requiring prior review and approval for staff use of any software, applications, or other technologies pursuant to click-wrap agreements.

#### **Parents' Bill of Rights for Data Privacy and Security**

The District will publish its Parents' Bill of Rights for Data Privacy and Security (Bill of Rights) on its website. Additionally, the District will include the Bill of Rights with every contract or other written agreement it enters into with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the District.

The Bill of Rights will contain all elements required under Section 2-d, including the supplemental information for each contract the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data from the District. The supplemental information must be developed by the District and include the following information:

- a) The exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract;
- b) How the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable laws and regulations (e.g., FERPA; Education Law Section 2-d);

- c) The duration of the contract, including the contract's expiration date, and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when, and in what format it will be returned to the District, and/or whether, when, and how the data will be destroyed);
- d) If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected;
- e) Where the student data or teacher or principal data will be stored, described in a manner as to protect data security, and the security protections taken to ensure the data will be protected and data privacy and security risks mitigated; and
- f) Address how the data will be protected using encryption while in motion and at rest.

The District will publish on its website the supplement to the Bill of Rights (i.e., the supplemental information described above) for any contract or other written agreement it has entered into with a third-party contractor that will receive PII from the District. The Bill of Rights and supplemental information may be redacted to the extent necessary to safeguard the privacy and/or security of the District's data and/or technology infrastructure.

### **Right of Parents and Eligible Students to Inspect and Review Students' Education Records**

Consistent with the obligations of the District under FERPA, parents and eligible students have the right to inspect and review a student's education record by making a request directly to the District in a manner prescribed by the District.

The District will ensure that only authorized individuals are able to inspect and review student data. To that end, the District will take steps to verify the identity of parents or eligible students who submit requests to inspect and review an education record and verify the individual's authority to do so.

Requests by a parent or eligible student for access to a student's education records must be directed to the District and not to a third-party contractor. The District may require that requests to inspect and review education records be made in writing.

The District will notify parents annually of their right to request to inspect and review their child's education record including any student data stored or maintained by the District through its annual FERPA notice. A notice separate from the District's annual FERPA notice is not required.

The District will comply with a request for access to records within a reasonable period, but not more than 45 calendar days after receipt of a request.

The District may provide the records to a parent or eligible student electronically, if the parent consents. The District must transmit the PII in a way that complies with laws and regulations. Safeguards associated with industry standards and best practices, including but not limited to encryption and password protection, must be in place when education records requested by a parent or eligible student are electronically transmitted.

### **Complaints of Breach or Unauthorized Release of Student Data and/or Teacher or Principal Data**

The District will inform parents, through its Parents' Bill of Rights for Data Privacy and Security, that they have the right to submit complaints about possible breaches of student data to

the Chief Privacy Officer at NYSED. In addition, the District has established the following procedures for parents, eligible students, teachers, principals, and other District staff to file complaints with the District about breaches or unauthorized releases of student data and/or teacher or principal data:

- a) All complaints made to the District must be submitted to the District's Data Protection Officer in writing.
- b) Upon receipt of a complaint, the District will promptly acknowledge receipt of the complaint, commence an investigation, and take the necessary precautions to protect PII.
- c) Following the investigation of a submitted complaint, the District will provide the individual who filed the complaint with its findings. This will be completed within a reasonable period of time, but no more than 60 calendar days from the receipt of the complaint by the District.
- d) If the District requires additional time, or where the response may compromise security or impede a law enforcement investigation, the District will provide the individual who filed the complaint with a written explanation that includes the approximate date when the District anticipates that it will respond to the complaint.

These procedures will be disseminated to parents, eligible students, teachers, principals, and other District staff.

The District will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule ED-1 (1988; rev. 2004).

### **Reporting a Breach or Unauthorized Release**

The District will report every discovery or report of a breach or unauthorized release of student data or teacher or principal data within the District to the Chief Privacy Officer without unreasonable delay, but no more than 10 calendar days after the discovery.

Each third-party contractor that receives student data or teacher or principal data pursuant to a contract or other written agreement entered into with the District will be required to promptly notify the District of any breach of security resulting in an unauthorized release of the data by the third-party contractor or its assignees in violation of applicable laws and regulations, the Parents' Bill of Rights for Student Data Privacy and Security, District policy, and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay, but no more than seven calendar days after the discovery of the breach.

In the event of notification from a third-party contractor, the District will in turn notify the Chief Privacy Officer of the breach or unauthorized release of student data or teacher or principal data no more than 10 calendar days after it receives the third-party contractor's notification using a form or format prescribed by NYSED.

### **Investigation of Reports of Breach or Unauthorized Release by the Chief Privacy Officer**

The Chief Privacy Officer is required to investigate reports of breaches or unauthorized releases of student data or teacher or principal data by third-party contractors. As part of an investigation, the Chief Privacy Officer may require that the parties submit documentation, provide testimony, and may visit, examine, and/or inspect the third-party contractor's facilities and records.

Upon the belief that a breach or unauthorized release constitutes criminal conduct, the Chief Privacy Officer is required to report the breach and unauthorized release to law enforcement in the most expedient way possible and without unreasonable delay.

Third-party contractors are required to cooperate with the District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of PII.

Upon conclusion of an investigation, if the Chief Privacy Officer determines that a third-party contractor has through its actions or omissions caused student data or teacher or principal data to be breached or released to any person or entity not authorized by law to receive this data in violation of applicable laws and regulations, District policy, and/or any binding contractual obligations, the Chief Privacy Officer is required to notify the third-party contractor of the finding and give the third-party contractor no more than 30 days to submit a written response.

If after reviewing the third-party contractor's written response, the Chief Privacy Officer determines the incident to be a violation of Education Law Section 2-d, the Chief Privacy Officer is authorized to:

- a) Order the third-party contractor be precluded from accessing PII from the affected educational agency for a fixed period of up to five years;
- b) Order that a third-party contractor or assignee who knowingly or recklessly allowed for the breach or unauthorized release of student data or teacher or principal data be precluded from accessing student data or teacher or principal data from any educational agency in the state for a fixed period of up to five years;
- c) Order that a third-party contractor who knowingly or recklessly allowed for the breach or unauthorized release of student data or teacher or principal data will not be deemed a responsible bidder or offeror on any contract with an educational agency that involves the sharing of student data or teacher or principal data, as applicable for purposes of General Municipal Law Section 103 or State Finance Law Section 163(10)(c), as applicable, for a fixed period of up to five years; and/or
- d) Require the third-party contractor to provide additional training governing confidentiality of student data and/or teacher or principal data to all its officers and employees with reasonable access to this data and certify that the training has been performed at the contractor's expense. This additional training is required to be performed immediately and include a review of laws, rules, and regulations, including Education Law Section 2-d and its implementing regulations.

If the Chief Privacy Officer determines that the breach or unauthorized release of student data or teacher or principal data on the part of the third-party contractor or assignee was inadvertent and done without intent, knowledge, recklessness, or gross negligence, the Chief Privacy Officer may make a recommendation to the Commissioner of Education that no penalty be issued to the third-party contractor.

The Commissioner would then make a final determination as to whether the breach or unauthorized release was inadvertent and done without intent, knowledge, recklessness or gross negligence and whether or not a penalty should be issued.

## **Notification of a Breach or Unauthorized Release**

The District will notify affected parents, eligible students, teachers, and/or principals in the most expedient way possible and without unreasonable delay, but no more than 60 calendar days after the discovery of a breach or unauthorized release of PII by the District or the receipt of a notification of a breach or unauthorized release of PII from a third-party contractor unless that notification would interfere with an ongoing investigation by law enforcement or cause further disclosure of PII by disclosing an unfixed security vulnerability. Where notification is delayed under these circumstances, the District will notify parents, eligible students, teachers, and/or principals within seven calendar days after the security vulnerability has been remedied or the risk of interference with the law enforcement investigation ends.

Notifications will be clear, concise, use language that is plain and easy to understand, and to the extent available, include:

- a) A brief description of the breach or unauthorized release, the dates of the incident and the date of discovery, if known;
- b) A description of the types of PII affected;
- c) An estimate of the number of records affected;
- d) A brief description of the District's investigation or plan to investigate; and
- e) Contact information for representatives who can assist parents or eligible students that have additional questions.

Notification will be directly provided to the affected parent, eligible student, teacher, or principal by first-class mail to their last known address, by email, or by telephone.

Where a breach or unauthorized release is attributed to a third-party contractor, the third-party contractor is required to pay for or promptly reimburse the District for the full cost of this notification.

## **Annual Data Privacy and Security Training**

The District will annually provide data privacy and security awareness training to its officers and staff with access to PII. This training will include, but not be limited to, training on the applicable laws and regulations that protect PII and how staff can comply with these laws and regulations. The District may deliver this training using online training tools. Additionally, this training may be included as part of the training that the District already offers to its workforce.

## **Notification of Policy**

The District will publish this policy on its website and provide notice of the policy to all its officers and staff.

Education Law § 2-d  
8 NYCRR Part 121

Adoption Date: 7/7/21