Buffalo City School District

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SUBJECT: CODE OF ETHICS FOR BOARD MEMBERS AND ALL DISTRICT PERSONNEL

Purpose

The purposes of this Code of Ethics are:

a) To establish high standards of ethical conduct for School Board members, officer, and employees of the Board of Education of the City of Buffalo;

b) To afford Board members, officers and employees of the Board clear guidance to such standards;

c) To promote public confidence in the integrity of governance and administration of the Board of Education of the Buffalo School District and its agencies and administrative offices and subdivisions.

d) To establish clear standards and to prohibit acts incompatible with the public interest.

e) By requiring public disclosure of financial interests that may influence or be perceived to influence the actions of Board members, officers, and employees; to facilitate consideration of potential problems before they arise; minimize unwarranted suspicion; and enhance the accountability of government to the people; and

f) To provide for the fair and effective administration of this Code.

Definitions

a) **Board**: Board of Education of the Buffalo City School District

b) **Claim**: Any demand, oral or written, made upon the District, its Board or its Superintendent, to fulfill an obligation arising from law or equity.

c) **Contract**: Any oral or written obligation to do an act or to refrain from doing an act, arising from an exchange of promises between or among persons.

d) **District**: Buffalo City School District including its Board of Education.

e) **Employee**: Any person, paid or unpaid, appointed, elected, or hired to serve the District in any capacity or position, including, without limitation, persons serving on a temporary, part-time or seasonal basis and persons serving on administrative or advisory boards, commissions or committees of the District, whether permanent or temporary.

(Continued)
SUBJECT: CODE OF ETHICS FOR BOARD MEMBERS AND ALL DISTRICT PERSONNEL (Cont'd.)

f) **Family**: Any parent, sibling, spouse, child, household member, domestic partner, grandparent, father-in-law, mother-in-law, stepparent, or stepchild of a District employee.

g) **Gift**: Anything of value given gratuitously to a board member or employee.

h) **Interest**: A benefit or advantage of an economic or tangible nature that a District employee would gain or lose as a result of a decision or action, or an omission to decide or to act on behalf of the District. A District employee shall be deemed to have an interest in a:

1. Contract between the District and that District employee;

2. Contract between the District and any member of the family of that District employee, except for a contract of employment;

3. Contract between the District and any entity of which the District employee or a member of his/her family, is an officer, director, employee, partner, or stockholder with an interest of 5% or more; or

4. Direct or indirect benefit received by an employee as a result of a contract with the District.

i) **Person**: Any individual, corporation, partnership, business, employee or vendor.

j) **Vendor**: Any corporation, partnership, business, company, organization, or individual conducting or seeking to conduct business with the District, providing grant or research funds to the District, making donations to the District, or from whom the District is actively soliciting donations.

**Application**

This policy applies to every Board member and employee of the District, and it shall take effect immediately.

**Consideration of Other Laws and Regulations**

The Board affirms its commitment to adhere to all applicable provisions of law regarding conflicts of interest. This policy does not supersede the requirements of any applicable law, regulation, or order.

(Continued)
SUBJECT: CODE OF ETHICS FOR BOARD MEMBERS AND ALL DISTRICT PERSONNEL (Cont'd.)

Requirements

a) The Board and all employees shall exercise good and sound judgment on behalf of the District, and shall pursue a course of conduct which will maintain public trust and confidence in the District. In no event shall a Board member or an employee:

1. Treat any person more favorably than it is the custom and practice to treat the general public.
2. Use his/her official position to secure unwarranted privileges or exemptions for self or others.
3. Allow any person to improperly influence his/her performance.
4. Have a romantic, sexual or other unprofessional relationship with any student of the District even if the relationship is consensual.
5. Have a romantic, sexual, or other unprofessional relationship with a subordinate employee even if the relationship is consensual.

b) A Board Member or Employee shall not, in his/her official position or office, take or fail to take any action in a manner which may result in a personal financial benefit (other than services or benefits generally available to residents of the City) for any of the following persons:

1. The officer or employee;
2. His/her outsider employer or business;
3. A customer, client or business associate; or
4. A contributor or an affiliate of a contributor that has made political contributions of more than one thousand dollars in the aggregate during the past 24 months in connection with the nomination or election of the officer or employee as a candidate for public office, provided that clause (4) may be waived by written decision of the Commission on Ethics upon specific findings showing that such waiver is in the public interest.

C) Conflict of Interest:

Except as permitted by law, no person may have an interest in any contract with the District when he or she, individually, or as a member of the Board, has the power or duty to: negotiate, prepare, authorize, or approve the contract or authorize or approve payment under the contract; audit bills or claims under the contract; or appoint an officer or employee who has any of these powers or duties.

(Continued)
Likewise, unless permitted by law, no chief fiscal officer, treasurer, or his or her deputy or employee, may have an interest in a bank or trust company designated as a depository, paying agent, registration agent, or for investment of funds of the District.

No employee, officer, or agent will participate in selecting, awarding, or administering a contract supported by a federal award if he or she has a real or apparent conflict of interest. These conflicts could arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of these parties has a financial or other interest in or a tangible personal interest benefit from a firm considered for a contract. Employees, officers, and agents will not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The District may, however, set standards for situations where the financial interest is not substantial or the gift is an unsolicited item of nominal value.

"Interest", used in this policy, means a direct or indirect pecuniary or material benefit accruing to a District officer or employee as the result of a contract with the District. A District officer or employee will be considered to have an interest in the contract of: his or her spouse, minor children and dependents, except a contract of employment with the District; a firm, partnership or association of which he or she is a member or employee; a corporation of which he or she is an officer, director or employee; and a corporation any stock of which is owned or controlled directly or indirectly by him or her.

d) Disclosure of Interest in Contracts and Resolutions:

Any District officer or employee who has, will have, or later acquires an interest in or whose spouse has, will have or later acquires an interest in any actual or proposed contract, purchase agreement, lease agreement, or other agreement, including oral agreements, with the District must publicly disclose the nature and extent of that interest in writing. The disclosure must be made when the officer or employee first acquires knowledge of the actual or prospective interest, and must be filed with the person's immediate supervisor and the Board. Any written disclosure will be made part of and included in the official minutes of the relevant Board meeting. The District must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

e) Employment of Family Members:

1. No employee shall hire, supervise, evaluate, promote, review, or discipline any other employee who is a member of the same family. In the event that marriage, promotion, or
reorganization results in a situation not in compliance with this policy, reassignment or transfer will be effected, in accordance with the applicable provisions of any collective bargaining agreement, to correct the situation.

2. No employee shall participate in the review of an application for employment, interview, or employment determination regarding an application of an individual that is a member of the employee's same family.

f) Personal Employment:

1. No employee shall engage in, solicit, negotiate for or promise to accept private employment when that employment or service creates a conflict with or impairs the proper discharge of his/her official duties with the District.

2. No employee shall engage in other employment at a time when he/she is scheduled to be working for the District.

3. A Board member or employee will not use his or her position with the District to influence purchases made by students or their parents/guardians resulting in the financial gain of the employee or the employee's family.

4. An employee will not trademark, patent, copyright or claim ownership interest in any inventions, publications, ideas, processes, compositions, programs, images, or other intellectual property created by the employee in their capacity as an employee in the District, unless authorized by the Board of Education.

5. A Board member or employee will not use District property, including the District's intellectual property, or confidential information obtained in their capacity as employees of the District to financially benefit themselves, family members, or any other person or business unless authorized by the Board.

g) Gifts:

1. In no event shall a board member or employee solicit, either directly or indirectly, any gift or accept or receive any gift having a value of $75 or more under the circumstances in which it could reasonably be inferred that the gift was intended to influence him/her in the performance of his/her official duties or was intended as a reward for any official action on his/her part. If a board member or employee received a gift having a value of $75 or more, it must be returned. This provision does not apply to contributions solicited or received in accordance with the Election Law of the State of New York.

(Continued)
SUBJECT: CODE OF ETHICS FOR BOARD MEMBERS AND ALL DISTRICT PERSONNEL (Cont'd.)

2. The value of the gift shall be defined at its fair market value. The following exceptions shall not be considered gifts:

   (a) Complimentary attendance at a charitable or political event if the admission fee is less than $75;

   (b) Complimentary attendance at a widely attended, educationally related event when attendance is provided directly to the employee by the sponsor and the event is related to the official duties of the employee;

   (c) Honorary degree or ceremonial item;

   (d) Contributions reportable under the Election Law; and

   (e) Travel reimbursement or payment for travel related expenses for an employee acting as a speaker or panelist at an informational event.

h) Confidentiality Requirements of Public Information and Records:

1. No board member or employee shall disclose confidential information acquired by them in the course of their official duties to further their personal interests or the interests of anyone in his/her family.

2. No Employee or Board Member shall disclose the following matters discussed in executive session:

   (a) Matters which will imperil public safety if disclosed;

   (b) Any matter which may disclose the identity of a law enforcement agent or informer;

   (c) Information relating to current or future investigation or prosecution of a criminal offense;

   (d) Discussions regarding proposed, pending or current litigation;

   (e) Collective negotiations under the Taylor Law;

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

   (g) The preparation, grading or administration of examinations;

   (Continued)
SUBJECT: CODE OF ETHICS FOR BOARD MEMBERS AND ALL DISTRICT PERSONNEL (Cont'd.)

(h) The proposed acquisition, sale, or lease of real property or securities, but only when publicity would substantially affect the value thereof;

(i) Student records pursuant to the Family Educational Rights and Privacy Act (FERPA);

(j) Matters subject to the attorney-client privilege.

Distribution

a) The Superintendent of the Buffalo City School District shall distribute to every Board member and employee of the District a copy of this Policy within 30 business days after the effective date of this resolution.

b) Each Board member or employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his/her office or employment.

c) The Policy shall be posted on the District's website so as to be available to all employees and the public at www.buffaloschools.org.

d) This code of ethics shall be filed in the State Comptroller's Office annually in accordance with Section 806(3) of the General Municipal Law.

Disclosure

a) Every Board member and employee must publicly disclose the nature and extent of any non-exempted interest they or their spouse have, will have or later acquire in any actual or proposed contract, purchase agreement, lease agreement, or other agreement involving the school district (including oral agreements), even if it is not a prohibited interest under applicable law.

1. In regard to a matter proposed or pending before the District, in no event shall a board member or employee discuss, decide, or take part in a matter in which he/she has a prohibited interest pursuant to this policy.

2. The board member or employee shall identify immediately, in writing, the nature of his/her interest and the potential conflict to his/her immediate supervisor and/or a member of the Commission on Ethics.

3. If the member of the Commission on Ethics believes that the issue merits review by the entire Commission, the issue shall be submitted to the entire Commission for review and opinion. The Commission shall render an opinion as to whether the board member or employee shall participate in the matter and the board member or employee shall abide by the opinion.

(Continued)
SUBJECT: CODE OF ETHICS FOR BOARD MEMBERS AND ALL DISTRICT PERSONNEL (Cont'd.)

4. Failure to disclose or abide by the opinion of the Commission on Ethics may result in the penalties described in subheading Penalties below.

b) Commission on Ethics: The composition, power and duties, and responsibilities of the Commission on Ethics are prescribed pursuant to Board Regulation 6110R.

c) Annual Financial Disclosure: All employees holding the following job titles within the District shall provide an Annual Statement of Financial Disclosure to the District's Commission on Ethics no later than October 15 of each year: Members of the Board of Education, Superintendent of Schools, Community Superintendent's, All members of the Superintendent's Cabinet, Principals, Directors, Architects, Engineers, and employees of the Purchasing Department involved in vendor selection or bid review.

d) Recusal: An officer or employee shall promptly recuse himself/herself from acting, formally or informally, on a matter before the Board, when acting on the matter or failing to act on the matter may financially benefit any of the persons listed above under Requirements hereof, except in a case where the prohibition has been waived by the Commission on Ethics. In addition, he/she shall promptly make disclosure of the reason for such recusal known in accordance with subsection 1) below.

1. Whenever an officer or employee (a) is required to recuse himself/herself pursuant to the language above, or (b) is requested or proposes to take any action or fail to take any action (other than ministerial action) in a manner which may result in a personal financial benefit (other than services or benefits generally available to residents of the City) for a family member, a member of his or her household, or for an employer or business associate of a family member or member of his or her household, then, in either event, he/she shall promptly inform his/her superior (except in the case of a member of the Board, who shall inform the President of the Board) and shall promptly file with the Superintendent a signed statement disclosing in reasonable detail the reason for recusal under clause (a) or the relationship and potential personal financial benefit referred to in clause (b) of this sentence. The Superintendent shall promptly transmit copies of the statement to the Board of Education and the Commission on Ethics for review in accordance with the process outlined in this policy and in accordance with Board Regulation 6110R.

e) Vendor Disclosure:

1. All vendors intending to conduct business with the District must complete a conflict of interest disclosure form (Exhibit A). A vendor must formally disclose all potential conflicts of interest. Failure to disclose a conflict of interest may result in action being taken pursuant to subheading Penalties below.

(Continued)
SUBJECT: CODE OF ETHICS FOR BOARD MEMBERS AND ALL DISTRICT PERSONNEL (Cont'd.)

2. If a vendor submits a conflict of interest disclosure form where there is reasonable potential of a conflict, the matter must be referred to the Commission on Ethics to render an opinion.

Penalties

a) In addition to any penalty contained in the provision of law, any person who violates any of the provisions of this policy may be subject to disciplinary action in the manner provided by District policies and regulations, any applicable collective bargaining agreements, and law. Disciplinary action may include, but is not limited to, reprimand, fine, suspension or termination of employment.

b) Any contract entered into by the District, its Board or Superintendent, in which there is an interest prohibited by this Policy of applicable law may be null and void and thereby unenforceable.

c) The Law Department may seek an injunction to enforce the provisions of this policy or applicable laws and regulations.

General Exceptions to Conflict of Interest

Board members and employees will not be deemed to have a conflict of interest in any of the exceptions listed in §802 of the General Municipal Law, including:

a) Contracts with membership corporations or other voluntary not-for-profit corporations or associations. (i.e., Collective Bargaining Agreements or a contract with a not-for-profit health services organization.

b) No Board member is prohibited from voting on a collective bargaining agreement with would apply to his/her spouse or child.

c) Appointment of a teacher who is a relative or spouse of a Board member is permitted upon a two-thirds supermajority vote, without limiting the Board members right to vote.

d) The appointment of a Board member as school physician is permitted by two-thirds supermajority vote.

e) Contracts entered into by the District with a person who is subsequently elected or appointed to the Board, a school district office or employment remain valid, except that the contract may not thereafter be renewed.

f) A contract with a vendor of which the interest of the Board member or officer is, by reason of stockholding, less than 5% of outstanding shares.

(Continued)
SUBJECT: CODE OF ETHICS FOR BOARD MEMBERS AND ALL DISTRICT PERSONNEL (Cont'd.)

   g) Contract between the District and Board member or officer that do not exceed $750 in any fiscal year.

   h) Where application of the conflict of interest rules would necessitate the engagement of bank or trust company outside of the municipality or school district, the Board may designate a bank or trust company in which the Board president, treasurer or deputy treasurer has an interest in such entity. The designation shall be as a depository, paying agent or registration agent for the investment of funds.

   i) A contract with a vendor in which a municipal officer of employee has an interest prohibited solely by reason of employment as an officer of employee of such vendor, if their compensation will not be directly affected as a result of the contract with the municipality of school district and duties do not directly involve the procurement, preparation, or performance of any part of the contract.

   j) The designation of a newspaper, including an official newspaper, for the publication of notices, resolutions, or other proceeding where publication is otherwise required or authorized by law.

   k) The purchase or property or any interest therein where approved upon a petition to State Supreme Court by the Board.

   l) Acquisition of real property or an interest in real property through eminent domain proceedings.

   m) Sale of bonds and notes pursuant to 60.10 of the Local Finance Law.

NOTE: Refer also to Policy #1311 -- School Board Member Code of Conduct
SUBJECT: TESTING MISCONDUCT AND MANDATORY REPORTING REQUIREMENTS

District employees are expressly prohibited from: engaging in testing misconduct, as that term is described in the Commissioner's regulations; assisting in the engagement of, or soliciting another to engage in testing misconduct; and/or the knowing failure to report testing misconduct. When committed by an employee of the District in a position for which a teaching or school leader certificate is required, these actions or inactions will be deemed to raise a reasonable question of moral character under Part 83 of the Commissioner's regulations. A District employee in a position for which a teaching or school leader certificate is not required, who commits an unlawful act in respect to examination and records, will be subject to disciplinary action by the Board in a manner consistent with New York State law and regulation and any applicable collective bargaining agreement.

District employees will report to the State Education Department (SED) any known incident of testing misconduct by a certified educator or any known conduct by a non-certified individual involved in the handling, administration, or scoring of state assessments in violation of New York State law. This report will be made in accordance with directions and procedures established by the Commissioner for the purpose of maintaining the security and confidential integrity of state assessments.

The District will not dismiss or take other disciplinary or adverse action against an employee because he or she submitted a report regarding testing misconduct to the SED. Any adverse action by an individual holding a teaching or school leader certificate will be deemed to raise a reasonable question of moral character under Part 83 of the Commissioner's regulations and may be referred to the Office of School Personnel Review and Accountability at the SED.

8 NYCRR § 102.4
SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY

The District is an equal opportunity employer that does not discriminate against any employee or applicant for employment in its programs and activities on the basis of race, color, creed, national origin, religion, sex (including gender identity or the status of being transgender), sexual orientation, disability, age, military status, predisposing genetic characteristics, marital status, domestic-violence-victim status, criminal arrest or conviction record, or any other basis prohibited by state or federal non-discrimination laws.

Investigation of Complaints and Grievances

The District will act to promptly, thoroughly, and equitably investigate all complaints, whether verbal or written, of discrimination, and will promptly take appropriate action to protect individuals from further discrimination. All complaints will be handled in a manner consistent with the District's policies, procedures, and/or regulations regarding the investigation of discrimination and harassment complaints.

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

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

When appropriate, follow-up inquiries will be made to ensure that discrimination has not resumed and that all those involved in the investigation of the discrimination have not suffered retaliation.

Age Discrimination in Employment Act, 29 USC § 621
Americans with Disabilities Act, 42 USC § 12101, et seq.
Genetic Information Non-Discrimination Act of 2008 (GINA), Public Law 110-233
Section 504 of the Rehabilitation Act of 1973, 29 USC § 794, et seq.
Title VI of the Civil Rights Act of 1964, 42 USC § 2000d, et seq.
Title VII of the Civil Rights Act of 1964, 42 USC § 2000e, et seq.
Title IX of the Education Amendments of 1972, 20 USC § 1681, et seq.
Civil Rights Law § 40-c
9 NYCRR § 466.13
Civil Service Law § 75-B
Executive Law § 290, et seq.
Military Law §§ 242 and 243

NOTE: Refer also to Policies #3420 -- Non-Discrimination and Anti-Harassment in the District
#6121 -- Sexual Harassment in the Workplace
#6122 -- Employee Grievances

Adoption Date
SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE

The District is committed to maintaining a discrimination-free work environment. Sexual harassment is one form of workplace discrimination. This policy addresses sexual harassment in the workplace and is one component of the District's commitment to a discrimination-free work environment. The District will provide this policy to all employees in writing. The District will post this policy prominently throughout the District to the extent practicable.

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

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

a) Employees;

b) Applicants for employment;

c) Paid or unpaid interns; and

d) Non-employees, which include anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or other person providing services pursuant to a contract in the workplace.

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

What Constitutes Sexual Harassment

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

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

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

a) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;

b) Such conduct is made either explicitly or implicitly a term or condition of employment; or

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

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

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

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

Examples of Sexual Harassment

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

a) Physical acts of a sexual nature, such as:

1. Touching, pinching, patting, kissing, hugging, grabbing, brushing against another person's body or poking another person's body; and

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

b) Unwanted sexual advances or propositions, such as:

(Continued)
SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont’d.)

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

2. Subtle or obvious pressure for unwelcome sexual activities.

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

d) Sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

e) Sexual or discriminatory displays or publications anywhere in the workplace, such as pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.

f) Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, and the status of being transgender, such as:

1. Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;

2. Sabotaging an individual's work; and

3. Bullying, yelling, or name-calling.

Prohibition of Retaliatory Behavior (Whistle-Blower Protection)

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

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

a) Made a complaint of sexual harassment, either internally or with any anti-discrimination agency;

(Continued)
SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont’d.)

b) Testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;

c) Opposed sexual harassment by making a verbal or informal complaint of harassment to a supervisor, building principal, other administrator, or the Civil Rights Compliance Officer (CRCO);

d) Reported that another employee has been sexually harassed; or

e) Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

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

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

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

Supervisory Responsibilities

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

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

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

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

Investigating Complaints

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

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. Disclosure may, however, be necessary to complete a thorough investigation of the charges and/or notify law enforcement officials. All persons involved, including complainants, witnesses, and alleged harassers will be accorded due process, as outlined below, and in accordance with any applicable collective bargaining agreements to protect their rights to a fair and impartial investigation.

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

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

a) Upon receipt of a complaint, the CRCO will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. In the event that the CRCO is the alleged harasser, the complaint will be directed to another CRCO, if the District has designated another individual to serve in that capacity, or to the Superintendent for investigation.

b) If a complaint is verbal, encourage the individual to complete the complaint form, which is available on the District website, in writing. If he or she refuses, prepare a complaint form based on the verbal reporting.

c) If documents, emails, or phone records are relevant to the investigation, take steps to obtain and preserve them.

d) Request and review all relevant documents, including all electronic communications.

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

e) Interview all parties involved, including any relevant witnesses. If a student is involved, the District will follow all applicable District policies and procedures regarding questioning students.

f) Create written documentation of the investigation (such as a letter, memo or email), which contains the following:

1. A list of all documents reviewed, along with a detailed summary of relevant documents;
2. A list of names of those interviewed, along with a detailed summary of their statements;
3. A timeline of events;
4. A summary of prior relevant incidents, reported or unreported; and
5. The basis for the decision and final resolution of the complaint, together with any corrective action(s).

g) Keep the written documentation and associated documents in a secure and confidential location.

h) Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.

i) Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

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

Annual Training

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

a) An explanation of sexual harassment consistent with guidance issued by the Department of Labor in consultation with the Division of Human Rights;

b) Examples of conduct that would constitute unlawful sexual harassment;

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

c) Information concerning the federal and state statutory provisions concerning sexual harassment and remedies available to victims of sexual harassment;

d) Information concerning employees' rights of redress and all available forums for adjudicating complaints; and

e) Information addressing conduct by supervisors and any additional responsibilities for such supervisors.

Legal Protections and External Remedies

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

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

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

State Human Rights Law (HRL)

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

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

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

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

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

(Continued)
SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont’d.)

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

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

Civil Rights Act of 1964

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

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

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

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

Title IX

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

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

(Continued)
SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont’d.)

Local Protections

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

Local Police Department

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

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

NOTE: Refer also to Policies #3420 -- Non-Discrimination and Anti-Harassment in the District
     #6122 -- Employee Grievances
     #7551 -- Sexual Harassment of Students
SUBJECT: EMPLOYEE GRIEVANCES

In accordance with Article 15-C of the General Municipal Law, all District employees will have the opportunity to present grievances free from interference, coercion, restraint, discrimination, or reprisal. The District will provide at least two procedural stages and an appellate stage for the settlement of any employee grievance.

General Municipal Law §§ 681-685

Adoption Date
SUBJECT: EVALUATION OF PERSONNEL

All Staff Members

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

Teachers and Administrators

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

The primary purposes of these evaluations are:

a) To encourage and promote improved performance;

b) To guide professional development efforts; and

c) To provide a basis for evaluative judgments by applicable school officials.

Disclosure of APPR

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

Education Law §§ 3012-c, 3012-d
Public Officers Law §§ 87 and 89
8 NYCRR §§ 80-1.1 and 100.2(o)

Adoption Date
SUBJECT: EMPLOYEE MEDICAL EXAMINATIONS

Pre-employment Medical Examinations

In accordance with the Americans with Disabilities Act, as amended, the District will not require applicants for positions to undergo a medical examination prior to an offer of employment. Further, the District will not make inquiries of a job applicant as to whether the applicant is an individual with a disability or as to the nature or severity of a disability. However, the District may make pre-employment inquiries into the ability of an applicant to perform job-related functions.

Examinations During Employment

The Board reserves the right to request a medical examination at any time during employment, at District expense, in order to determine whether an employee can perform the essential functions of the position with or without reasonable accommodation or for other valid employment reasons, or under the reasonable suspicion that the employee is under the influence of drugs or alcohol.

Annual or more frequent examinations of any employee may be required, when, in the judgment of the school physician or nurse practitioner and the Superintendent, the procedure is deemed necessary.

Each vendor or contract bus company will ensure that its bus drivers and substitute bus drivers must have yearly physical examinations. Each bus driver initially employed by the vendor or contract bus company will have a physical examination within the four weeks prior to the beginning of service. In no case will the interval between physical examinations exceed a 13-month period.

The final acceptance or rejection of a medical report with reference to the health of an employee lies within the discretion of the Board. The decision of the physician designated by the Board as the determining physician will take precedence over all other medical advice.

All medical and health related information will be kept in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Examinations and Inquiries

The District will conduct voluntary medical examinations, including voluntary medical histories, which are part of an employee health program available to employees at that work site. The District may make inquiries into the ability of an employee to perform job-related functions.

The District, however, will not require a medical examination and will not make inquiries as to whether the employee is an individual with a disability or as to the nature or severity of the disability, unless the examination or inquiry is shown to be job related and consistent with business necessity.

(Continued)
SUBJECT: EMPLOYEE MEDICAL EXAMINATIONS (Cont'd.)

Americans with Disabilities Act Amendments Act (ADAAA) of 2008, Public Law 110-325
Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191
45 CFR Parts 160 and 164
Education Law §§ 913 and 3624
8 NYCRR § 156.3(2)
10 NYCRR Part 14
15 NYCRR Part 6

Adoption Date
SUBJECT: ALCOHOL, DRUGS, AND OTHER SUBSTANCES

The Board, recognizing that students are often influenced by teachers and other members of a school's staff, impresses upon staff members the importance of maintaining a high level of professionalism appropriate to their position, which, in turn, will set a positive example for students.

The Board, therefore, prohibits the consumption, sharing and/or selling, use and/or possession of illegal drugs (including prescription drugs for which the employee does not have a prescription), counterfeit and designer drugs, the misuse of over-the-counter drugs, or alcoholic beverages in the workplace, or when the effects of these drugs and/or alcohol use may impair an employee's job performance.

Information about drug and alcohol counseling and/or rehabilitation programs will be made available to employees. Confidentiality will be ensured as required by state and federal law. Employees will also be made aware of the range of penalties or consequences, up to and including, termination of employment that may be imposed, in accordance with relevant law and any applicable collective bargaining agreement, for violations of this policy.

Under reasonable suspicion of an employee being under the influence of alcohol or drugs while at work, the District may request the employee undergo a screening to determine sobriety.

The Superintendent or designee will periodically review the drug and alcohol abuse prevention program to determine its effectiveness and support appropriate modifications, as needed.

Safe and Drug-Free Schools and Communities Act, 20 USC § 7101, et seq. as amended by the Every Student Succeeds Act of 2015 (ESSA)
Civil Service Law § 75
Education Law §§ 913, 1711(2)(e), 2508(5) and 3020-a

NOTE: Refer also to Policies #3410 -- Code of Conduct
#7320 -- Alcohol, Tobacco, Drugs, and Other Substances
District Code of Conduct

Adoption Date
SUBJECT: DRUG-FREE WORKPLACE

In compliance with the Drug-Free Workplace Act of 1988, the District affirms its commitment to maintaining a workplace that is free of controlled substances.

"Controlled substance" means a controlled substance in schedules I through V of the Controlled Substances Act. An acknowledgment form will be signed by the Superintendent indicating that the District is in full compliance with the Drug-Free Workplace Act.

"Workplace" is defined as a school building or other school premises, any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities, off school property during any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the District.

The Board directs the administration to develop regulations to comply with this policy, and further supports actions and activities of the administration as required to maintain a drug-free workplace.

21 USC § 812
41 USC § 8101 et seq.
21 CFR §§ 1308.11-1308.15
34 CFR Part 84

NOTE: Refer also to Policies #3410 -- Code of Conduct
#6150 -- Alcohol, Drugs, and Other Substances
#7320 -- Alcohol, Tobacco, Drugs, and Other Substances
District Code of Conduct

Adoption Date
SUBJECT: PROFESSIONAL GROWTH/STAFF DEVELOPMENT

The Superintendent, in consultation with the appropriate administrative staff and/or teacher committees, will arrange in-service programs and other staff development opportunities which provide for the selection of subjects pertinent to the curriculum in the schools, to build from these subjects those topics or courses for in-service or staff development which will help employees acquire new methods of performing their job responsibilities or help staff improve on those techniques which are already being used in the schools, with the objective of improving professional competencies.

The administration will develop meaningful in-service and/or professional development programs which will:

a) Contribute to the instructional program of the schools;
b) Contribute to improved education for students;
c) Achieve state mandates; and
d) Enhance the professional competencies and/or instructional abilities of staff members.

The Board encourages all employees to improve their competencies beyond that which they may obtain through the regular performance of their assigned duties. Opportunities should be provided for:

a) Planned in-service programs, courses, seminars, and workshops offered both within and outside the District.
b) Visits to other classrooms and schools, as well as attendance at professional meetings, for the purpose of improving instruction and/or educational services.
c) Orientation or re-orientation of staff members to program and/or organizational changes as well as District expectations.

Attendance at professional development programs must be directly related to the duties and responsibilities of the employee. Consequently, employees are encouraged to participate in the planning of staff development programs designed to meet their specific needs.

Staff members are also encouraged to continue their formal education as well as to attend their respective work-related workshops, conferences, and meetings.
SUBJECT:  PROFESSIONAL GROWTH/STAFF DEVELOPMENT (Cont'd.)

Funds for participating at conferences, conventions, and other similar professional development programs will be budgeted for by the Board on an annual basis. Reimbursement to District staff for all actual and necessary registration fees, expenses of travel, meals and lodging, and all necessary tuition fees incurred in connection with attendance at conferences will be in accordance with established regulations for conference attendance and expense reimbursement.

The Superintendent or designee has authority to approve release time and expenses for staff members’ attendance at professional training conferences, study councils, in-service courses, workshops, summer study grants, school visitations, and professional organizations within budgetary constraints.

A conference request form or course approval form must be submitted by the employee and approved by the designated administrator prior to the employee's attendance at the conference or other professional development program.

Mentoring Programs for First Year Teachers

First year teachers must participate in a mentoring program as a component of the District's Professional Development Plan. The purpose of the mentoring program is to increase the retention of new teachers and improve their ability to assist students in attaining state learning standards. The mentor's role is to provide guidance and support to a new teacher. However, additional mentor responsibilities may be negotiated and reflected in a collective bargaining agreement.

Education Law §§ 1604(27), 3004, and 3006
General Municipal Law §§ 77-b and 77-c
8 NYCRR §§ 52.21(b)(3)(xvi), 52.21(b)(3)(xvii), 80-3.4(b)(2), 80-5.13, 80-5.14, and 100.2(dd)

NOTE:  Refer also to Policy #6213 -- Registration and Professional Development
SUBJECT: CONFERENCE/TRAVEL EXPENSE REIMBURSEMENT

Conference travel will be for official business utilizing a cost-effective and reasonable method of travel.

All District personnel requesting out-of-district travel must submit a completed Travel Request Form (Form 6160F.1) which has been approved by appropriate personnel prior to the scheduled travel in accordance with the established Employee Travel Regulations 6160R.

All travel on behalf of the District, regardless of funding source, is subject to this policy.

Reimbursement to District staff for all actual and necessary registration fees, expenses of travel, meals and lodging incurred in connection with attendance at conferences and the like must be submitted on the Travel Claim Form (Form 6160F.2) in accordance with the established Employee Travel Regulations 6160R. Original receipts must be presented to claim reimbursement. Employees shall not be reimbursed for travel or travel related charges that are deemed to be personal in nature.

New York State sales tax cannot generally be reimbursed. Sales tax may, however, be reimbursed when it is an actual and necessary expense. A Sales Tax-Exempt Form can be obtained prior to travel for hotel accommodations.

Original receipts are required when submitting for parking and tolls, however "EZ Pass" statements may be substituted with the appropriate charges highlighted.

General Municipal Law § 77-b(2)

NOTE: Refer also to Policy #5323 -- Reimbursement for Meals/Refreshments
SUBJECT: FINGERPRINTING CLEARANCE OF NEW HIRES

Unless otherwise authorized, the District will not employ or utilize a prospective school employee unless the prospective school employee has been granted "full" clearance for employment by the State Education Department (SED). The District will require a prospective school employee who is not in the SED criminal history file database to undergo a fingerprint supported criminal history record background check. "Criminal history record" means a record of all criminal convictions and any pending criminal charges maintained on an individual by the Division of Criminal Justice Services (DCJS) and the Federal Bureau of Investigation. The District will obtain the applicant's consent to the criminal history records search. The District will request clearance for employment, view information regarding an applicant's status, and enter hire or termination dates through SED's Web-based application known as TEACH.

Safety of Students

The District will make all reasonable attempts to ensure the safety of students who have contact with an employee holding conditional appointment or emergency conditional appointment. This will include the safety of students in the classroom, attending off-campus activities under the supervision of the District, and participating in extracurricular and/or co-curricular activities (including athletic activities).

Other safety considerations will include supervision of the employee holding conditional appointment or emergency conditional appointment as determined appropriate by the applicable building or program administrator.

Conditional Appointments/Emergency Conditional Appointments

Conditional Appointments

Whenever possible, a "full" clearance will be received for all new employees requiring such clearance before they begin work for the District. However, upon the recommendation of the Superintendent of Schools, the Board of Education may conditionally appoint a prospective employee. A request for conditional clearance shall be forwarded to the Commissioner of Education along with the prospective employee's fingerprints as mandated pursuant to law. Such conditional appointment shall not commence until notification by the Commissioner that the prospective employee has been conditionally cleared for employment, and such conditional employment shall terminate when the School District is notified of the determination by the Commissioner to grant or deny full clearance; however, if full clearance is granted, the appointment shall continue and the conditional status shall be removed.

Prior to commencement of such conditional appointment, the District must obtain a signed statement for conditional employment from the prospective employee indicating whether, to the best of his/her knowledge, the prospective employee has a pending criminal charge or criminal conviction in any jurisdiction outside the state.

(Continued)
SUBJECT: FINGERPRINTING CLEARANCE OF NEW HIRES (Cont'd.)

Emergency Conditional Appointments

Upon the recommendation of the Superintendent of Schools, the Board may make an emergency conditional appointment when an unforeseen emergency vacancy has occurred. When such an appointment is made, the process for conditional appointment as enumerated above must also be initiated.

Emergency conditional appointment may commence prior to notification from the Commissioner of Education on conditional clearance but shall terminate twenty (20) business days from the date such appointment commences or when the District is notified by the Commissioner that conditional clearance is either granted or denied, whichever occurs earlier; however, if conditional clearance is granted, the appointment shall continue as a conditional appointment.

Prior to the commencement of such appointment, the District must obtain a signed statement for emergency conditional appointment from the prospective employee indicating whether, to the best of his/her knowledge, the prospective employee has a pending criminal charge or criminal conviction in any jurisdiction.

An unforeseen emergency vacancy shall be defined as:

a) A vacancy that occurred less than ten (10) business days before the start of any school session including summer school, or during any school session including summer school, without sufficient notice to allow for clearance or conditional clearance (however, this ten (10) business day timeframe provision shall not apply if the Board of Education finds that the School District has been unable to fill the vacancy despite good faith efforts to fill the vacancy in a manner that would have allowed sufficient time for full clearance or conditional clearance); and

b) When no other qualified person is available to fill the vacancy temporarily; and

c) When the emergency conditional appointment is necessary to maintain services which the District is legally required to provide or services necessary to protect the health, education or safety of students or staff.

Correction Law Article 23-A
Education Law §§ 305(30), 305(33), 1604, 1709, 1804, 1950, 2503, 2554, 2590-h, 2854, 3004-b, 3004-c and 3035
Executive Law § 296(16)
Social Services Law Article 5, Title 9-B
8 NYCRR § 80-1.11 and Part 87

Adoption Date
SUBJECT: SAFE MENTORING

In accordance with the Safe Mentoring Act, to ensure the safety of students involved in the District's mentoring program, the District will obtain a criminal history record check from the Division of Criminal Justice Services (DCJS) for each prospective employee as well as prospective volunteer mentors who are involved in any District mentoring program and who may engage in unsupervised activities with youth or in activities with youth in a setting without constant oversight.

Definitions
a) "Prospective employee" means a person being considered for employment by a mentoring program.

b) "Prospective mentor" means an individual who is currently applying to volunteer to help a child or a group of children in a mentoring program for a period of time. This help will include, but not be limited to, being a positive role model for youth, building relationships with youth, and providing youth with academic assistance and exposure to new experiences and examples of opportunity that enhance the ability of children to become responsible adults.

c) A "criminal history record" means a record of all convictions of crimes and any pending criminal charges maintained on an individual by the DCJS and the Federal Bureau of Investigation (FBI).

d) "Mentoring program" means a formalized program operated by an educational institution or school district that matches youth with adult volunteers with the purpose of providing youth with positive role models to enhance their development.

Prospective School Employees

All prospective school employees must receive clearance from the State Education Department in accordance with existing procedures. However, all other requirements of the Safe Mentoring Act apply to prospective school employees who are being considered for employment by a mentoring program.

The District requires that a criminal history record check be conducted for any "prospective employee" not otherwise defined as a "prospective school employee" per Commissioner's regulations and in accordance with Social Services Law Section 390-e and District procedures.

Prospective Volunteer Mentors

Volunteers, however, are not covered by these regulations, and "prospective mentors" (i.e., defined as applicants for volunteer work in a mentoring role or program) will be subject to the requirements of Social Services Law Section 390-e and District procedures.

(Continued)
SUBJECT: SAFE MENTORING (Cont’d.)

Fees for Fingerprinting

Both the DCJS and the FBI impose a processing fee. The fees for the criminal history record search will be an amount equal to the fees established by DCJS and the FBI for processing the criminal history information request. In addition, the entity that actually takes the fingerprints may impose a fee. The fees will be payable to Office of Children and Family Services (OCFS) and paid by money order, check, or certified check, by the District.

Unless otherwise authorized by the Board, the prospective employee or prospective volunteer mentor will pay those fees.

Waiver by Custodial Parent or Guardian

A custodial parent or guardian may sign a waiver authorizing a mentor to work with his or her child regardless of a criminal charge or crime related to a mentor, unless the crime is a sex offense or a crime against a child. No waiver is permitted in the case of a sex offense or a crime against a child. This waiver process may only be initiated upon the consent of the prospective mentor, and be on a form developed by the OCFS. Where applicable, the District may notify a custodial parent or guardian of his or her waiver right, but a waiver will only be authorized by a custodial parent or guardian.

Confidentiality

The criminal history record will be confidential in accordance with applicable federal and state laws, rules, and regulations, and will not be published or in any way disclosed to persons other than authorized personnel, unless otherwise authorized by law.

Parental Disclosure

The District will provide each custodial parent or guardian of every child participating in its mentoring program a description of the kind of criminal background checks conducted on prospective employees and prospective volunteer mentors in accordance with law.

Correction Law §§ 752 and 755
Executive Law § 837(8-a)
Social Services Law § 390-e
8 NYCRR § 80-1.11 and Part 87

Adoption Date
SUBJECT: STAFF-STUDENT RELATIONS (FRATERNIZATION)

The Board requires that all District employees maintain a professional, ethical relationship with District students that is conducive to an effective, safe learning environment, and that staff members act as role models for students at all times, whether on or off school property and both during and outside of school hours. Staff must establish appropriate personal boundaries with students and not engage in any behavior that could reasonably lead to even the appearance of impropriety.

Staff members are prohibited, under any circumstances, to date or engage in any improper fraternization or undue familiarity with students, regardless of the student's age or express or implied consent to this conduct. Further, employees will not entertain or socialize with students in a manner so as to create the perception that a dating relationship exists. Similarly, any action or comment by a staff member which invites romantic or sexual involvement with a student is considered highly unethical, in violation of District policy, and may result in the notification of law enforcement officials and the filing of criminal charges and/or disciplinary action by the District.

Inappropriate employee behavior includes, but is not limited to, flirting; making suggestive comments; dating; requests for sexual activity; physical displays of affection; giving inappropriate personal gifts; frequent personal communication with a student unrelated to course work or official school matters; providing alcohol or drugs to students; inappropriate touching; and engaging in sexual contact and/or sexual relations. Frequent personal communication with a student unrelated to course work or official school matters means any form in which personal communication may occur including, but not limited to, voice or text-based communication via phone, email, instant messaging, text messaging, or through social networking websites.

Inappropriate fraternization of staff with students, even if the student participated willingly in the activity (regardless of the student's age), is against District policy and may be in violation of professional standards of conduct and New York State Law. However, inappropriate employee conduct does not need to rise to the level of criminal activity for the conduct to be in violation of District rules and subject to appropriate disciplinary sanctions.

Any student who believes that he or she has been subjected to inappropriate staff behavior as described in this policy, as well as students, school employees, or third parties who have knowledge of or witness any possible occurrence of inappropriate staff-student relations, must report the incident to any staff member or the employee's supervisor, the student's principal, or the District's designated Compliance Officer. In all circumstances, these reports will be forwarded to the designated Compliance Officer for further investigation. Anonymous complaints of inappropriate fraternization of staff members with students will also be investigated by the District. Investigations of allegations of inappropriate staff-student relations will follow the procedures utilized for complaints of harassment within the District. Allegations of inappropriate staff-student behavior will be promptly investigated and will be treated as confidential and private to the extent possible within legal constraints. If there is a finding upon completion of the investigation that inappropriate conduct occurred, District administration will take prompt corrective action.

(Continued)
SUBJECT: STAFF-STUDENT RELATIONS (FRATERNIZATION) (Cont’d.)

Any employee having knowledge of or reasonable suspicion that another employee may have engaged in inappropriate conduct with a student that may constitute child abuse in an educational setting must also follow the District's reporting procedures for these allegations. This information will also be reported by the designated administrator as required by state law to law enforcement officials, the State Education Department (SED), and/or Child Protective Services as may be applicable.

If a student initiates inappropriate behavior toward a staff member, that employee will document the incident and report it to his or her building principal or supervisor immediately, or as soon as is practicable.

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

The Board prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participate in the investigation of allegations of inappropriate staff-student relations. Follow-up inquiries and/or appropriate monitoring will be made to ensure that the alleged conduct has not resumed and that all those involved in the investigation have not suffered retaliation. Any act of retaliation is subject to appropriate disciplinary action by the District.

District Responsibility/Training

The principal of each school and/or program supervisor will be responsible for informing students, staff, and volunteers of the requirements of this policy, including the duty to report and the procedures established for investigation and resolution of complaints. Further, staff training will be provided to facilitate staff identification of possible behavior that may constitute inappropriate staff-student relationships. Students will be provided this training in an age-appropriate manner.

This policy (or a summary) will be disseminated as appropriate to staff, students, and parents.

Disciplinary Sanctions

Any staff member who engages in inappropriate conduct with a student will be subject to appropriate disciplinary measures up to and including termination of employment in accordance with legal guidelines, District policy, and any applicable collective bargaining agreement. A violation of this policy may also subject the employee to criminal and/or civil sanctions as well as disciplinary action by the SED.

(Continued)
SUBJECT: STAFF-STUDENT RELATIONS (FRATERNIZATION) (Cont'd.)

Title IX of the Education Amendments of 1972, 20 USC § 1681 et seq.
Education Law Article 23-B
Social Services Law §§ 411-428
8 NYCRR Part 83
SUBJECT: EMPLOYMENT OF RELATIVES OF BOARD MEMBERS

The District will not employ any teacher or other professional staff who is related by blood or marriage to any Board member unless two-thirds of the Board members consent at a Board meeting. The vote will be recorded in the Board's meeting minutes.

Education Law § 3016
General Municipal Law §§ 800-809
SUBJECT: CERTIFICATION AND QUALIFICATIONS

The following provisions will govern certification and qualifications of District personnel:

a) Each employee whose employment requires certification or other licensure must inform the Superintendent immediately of any change in his or her certification or licensure status. The changes may include the granting, revocation, upgrading, expiration, conversion, and/or extension of documents as to their periods of validity or their titles.

b) Online verification of an employment applicant's certification status will be used in lieu of printed certificates for current and potential employees. The District will also check the TEACH database to ensure that any permanent or professional certificates for new hires remain valid.

c) It is the responsibility of the employee to ensure that he or she maintains the appropriate certification and/or licensure required for his or her assignment.

Parent Notification

At the beginning of each school year, the District will notify parents that they may request information about the professional qualifications of their student's classroom teachers. The District will provide in a timely manner upon request the following information to parents:

a) Whether the student's teacher has met New York State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;

b) Whether the student's teacher is teaching under emergency or other provisional status through which the New York State qualification or licensing criteria have been waived;

c) Whether the student's teacher is teaching in the field of discipline of certification of the teacher; and

d) Whether the student is provided services by any instructional aides or similar paraprofessionals and, if so, their qualifications.

In addition, the District will provide to parents timely notice that their student has been assigned or has been taught for four or more consecutive weeks by a teacher who does not meet applicable New York State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.

20 USC § 6312
34 CFR § 200.61
8 NYCRR § 80-6.7

Adoption Date
SUBJECT: REGISTRATION AND PROFESSIONAL DEVELOPMENT

Registration

All employees who are certificate holders must register with the State Education Department (SED) every five years through the TEACH system. An employee is a certificate holder if he or she holds a permanent or professional certificate in the classroom teaching service, a permanent or professional certificate in the educational leadership service (i.e., school building leader, school district leader, or school district business leader), or a Level III Teaching Assistant certificate. Only registered employees may teach or supervise in the District.

Employees who were certificate holders prior to July 1, 2016 had to apply for initial registration during the 2016-2017 school year and each subsequent five-year period thereafter.

Any individual who is issued a new certificate is automatically registered with SED. These certificate holders must renew their registration every five years during their birth month.

Any certificate holder who fails to register by the beginning of the appropriate registration period may be subject to late filing penalties.

Certificate holders must notify SED of any change of name or mailing address within 30 days of such change through the TEACH system. Any certificate holder who willfully fails to inform SED of changes to his or her name and/or address within 180 days of such change may be subject to moral character review.

Continuing Teacher and Leader Education (CTLE) Credit Hours

All continuing teacher and leader education certificate holders (CTLE certificate holders) must successfully complete a minimum of 100 hours of acceptable CTLE hours during each five-year registration period to maintain a valid certificate. An employee is a CLTE certificate holder if he or she holds a professional certificate in the classroom teaching service, a professional certificate in educational leadership service, or a Level III Teaching Assistant certificate. This requirement may be completed at any time over the course of a five-year period. Credit hours cannot carry over to subsequent registration periods.

SED sets high standards for courses, programs, and activities that qualify for CTLE credit, and it must approve all CTLE sponsors. Generally, acceptable CTLE will be in the content area of any certificate title held by an individual or in pedagogy. Further, the CTLE will be aligned with professional development standards created by the New York Professional Standards and Practices Board for Teaching.

(Continued)
SUBJECT: REGISTRATION AND PROFESSIONAL DEVELOPMENT (Cont'd.)

The District will describe opportunities for teachers and administrators to engage in CTLE in its Professional Development Plan. The District will annually certify, in a form and on a time table prescribed by the Commissioner of Education, that the requirements to have a professional development plan for the succeeding school year have been met and that it has complied with the professional development plan for the current school year. The District will provide CTLE opportunities that are designed to improve the teacher or leader's pedagogical and/or leadership skills and are targeted at improving student performance, among other things. A peer-review teacher or principal acting as an independent trained evaluator who conducts a classroom observation as part of a teacher evaluation under relevant sections of the Education Law may apply the observation time to fulfilling CTLE requirements. Time spent mentoring may also be counted toward required CTLE credit hours.

Language Acquisition CTLE and Exemption

Employees holding an English to speakers of other languages (all grades) certificate or a bilingual extension are required to complete a minimum of 50 percent of the required CTLE hours in language acquisition aligned with the core content area of instruction taught, including a focus on best practices for co-teaching strategies, and integrating language and content instruction for English Language Learner (ELL) students. All other certificate holders must complete a minimum of 15 percent of the required hours dedicated to language acquisition addressing the needs of ELLs, including a focus on best practices for co-teaching strategies and integrating language and content instruction for ELLs. A minimum of 15 percent of the required CTLE hours for employees holding a Level III Teaching Assistant certificate will be dedicated to language acquisition addressing the needs of ELLs and integrating language and content instruction for ELLs.

Employees holding school district business leader certificates are exempt from the language acquisition CTLE requirements for each year that they are employed in the District. Instead, they must complete a minimum of 15 percent of the required CTLE hours dedicated to the needs of ELLs and federal, state, and local mandates for ELLs.

Employees may be eligible for a waiver of language acquisition CTLE requirements. Each school year when there are fewer than 30 ELL students enrolled in the District or ELLs make up less than 5% of the total student population, the District may obtain an exemption. If the District obtains this exemption, employees would be exempt from the language acquisition CTLE requirement for each year that they are employed in the District.

CTLE Adjustments

The Commissioner may adjust an employee's number of CTLE hours and/or time to complete them due to poor health, as certified by a health-care provider; extended active duty in the Armed Forces; or other acceptable good cause.

(Continued)
SUBJECT: REGISTRATION AND PROFESSIONAL DEVELOPMENT (Cont'd.)

Any employee holding a certificate in the classroom teaching service who obtains certification from the National Board for Professional Teaching Standards will be considered CTLE-compliant for the registration period in which he or she obtains this certification. The employee must still meet any language acquisition requirements, however.

Recordkeeping and Reporting Requirements

Employees must maintain a record of completed CTLE hours for at least three years from the end of the applicable registration period. The record must include the title of the program, the total number of hours completed, the number of hours completed in language acquisition addressing the need of ELLs, the sponsor's name, any identifying number, attendance verification, and the date and location of the program.

The District will maintain a record of any professional development it conducts or provides for at least seven years from the date of completion. The District will submit to SED, in a form and timetable prescribed by SED, information concerning the completion of professional development for regularly employed certificate holders.

Education Law §§ 3006, 3006-a, 3012-d
8 NYCRR Subpart 80-6
8 NYCRR §§ 100.2(dd) and 154-2.3(k)

NOTE: Refer also to Policy #6160 -- Professional Growth/Staff Development

Adoption Date
SUBJECT: INCIDENTAL TEACHING

The Superintendent may assign a teacher to teach a subject not covered by that teacher's certificate or license for a period not to exceed five classroom hours a week, when no certified or qualified teacher is available after extensive and documented recruitment efforts, and provided that approval of the Commissioner of Education is obtained.

Not later than 20 business days after this assignment, the Superintendent must submit for approval an application, in a form satisfactory to the Commissioner, containing the following information:

   a) Evidence of extensive recruitment of a teacher certified in the appropriate area;
   b) The name and certification status of the teacher given the assignment;
   c) The subject which the teacher is being assigned to teach on an incidental basis and the total number of classes in the subject being taught on an incidental basis;
   d) The qualifications of the teacher to teach that subject on an incidental basis;
   e) The specific reasons why an incidental assignment is necessary;
   f) The anticipated duration of the incidental teaching assignment; and
   g) The number of applications, approved or pending, for authorization to make incidental teaching assignments in the same certification area for which the current authorization is being sought.

To be approved, the application must demonstrate to the satisfaction of the Commissioner that an incidental teaching assignment is necessary, that the teacher assigned is the best qualified to teach the subject on an incidental basis, and that the requirements of Commissioner's regulations have been met.

The Commissioner will issue a determination within 20 business days of receipt of the District's application.

In the event that the application is disapproved, the Superintendent, within seven business days of receipt of the notice of disapproval, will terminate the incidental assignment. In the event that the application is approved, this approval will be deemed to have commenced on the date of the incidental teaching assignment and will terminate on the last day of the school year for which it is granted.

(Continued)
SUBJECT: INCIDENTAL TEACHING (Cont'd.)

The Superintendent may renew an incidental teaching assignment, in accordance with the requirements of Commissioner's regulations, for any subsequent school year. In addition to submitting to the Commissioner the information noted above for initial approval of an incidental teaching assignment, a renewal application must provide a number of assurances, including that the teacher assigned a course on an incidental basis has completed, or has agreed to complete, within the prescribed time period, at least three semester hours of credit or the equivalent leading to certification in the subject area of the incidental assignment.

8 NYCRR § 80-5.3
SUBJECT: PROBATION AND TENURE

Probation

Certified staff members will be appointed to a probationary period by a majority vote of the Board upon recommendation of the Superintendent.

Teachers, all other members of the teaching staff, administrators, directors, supervisors, principals, and all other members of the supervisory staff, except associate, assistant, and other superintendents, will be appointed to a probationary period of four years. The probationary period will not exceed three years for teachers previously appointed to tenure in this or another school district or BOCES within the state, provided that the teacher was not dismissed from the prior district or BOCES and met the required annual professional performance review (APPR) rating in his or her final year of service there. Additionally, up to two years of service as a regular substitute teacher may be applied toward probationary service. (This is sometimes referred to as Jarema Credit.)

During the probationary period, a staff member will be given assistance in adjusting to the new position, but the essential qualifications for acceptable performance will be assumed because the staff member attained the required certification or license.

A staff member's appointment may be discontinued at any time during his or her probationary period upon the recommendation of the Superintendent and by majority vote of the Board. Any person not recommended for tenure appointment will be notified in writing by the Superintendent no later than 60 days before his or her probationary period expires.

Tenure

The Board will follow all applicable laws and regulations regarding tenure.

At the expiration of the probationary period or within six months prior, the Superintendent will make a written report to the Board recommending for appointment to tenure 1) those non-teaching certified staff members who successfully completed their probationary period in the District, and 2) teachers and principals who have been found competent, efficient, and satisfactory, and who have received the APPR rating of effective or highly effective in at least three of the preceding four years. If a teacher or principal receive an APPR rating of ineffective in their final probationary year, the Board may not award tenure, but may extend that teacher's or principal's probationary time by an additional year. The teacher or principal may be eligible for immediate tenure if he or she successfully appeals the ineffective rating. The Board may then—by a majority vote—appoint to tenure any or all of the persons recommended by the Superintendent.

When the initial probationary period expires, a teacher or principal will remain on probationary status until the end of the school year in which he or she received APPR ratings of effective or highly effective. The Board may also grant tenure contingent upon a teacher's or principal's receipt of a minimum APPR rating in the final year of the probationary period.

(Continued)
SUBJECT: PROBATION AND TENURE (Cont’d.)

Resolutions Making Appointments

Each Board resolution making a probationary appointment or an appointment on tenure will specify:

a) The name of the appointee;

b) The tenure area or areas in which the professional will devote a substantial portion of his or her time;

c) The date probationary service or service on tenure commences in each area;

d) The expiration date of the appointment, if made on a probationary basis. For appointments of classroom teachers and principals, the resolution must state that:

1. To receive tenure, the individual must receive composite or overall APPR ratings of effective or highly effective in at least three of the four preceding years; and

2. If the teacher or principal receives an ineffective composite or overall APPR rating in his or her final year of probation, he or she will not be eligible for tenure at that time; and

e) The certification status of the appointee in reference to the position to which the individual is appointed.

Education Law §§ 2509, 2573, 3012, 3012-c, 3012-d, 3014, and 3031
8 NYCRR §§ 30-1.3, 80-3.6, 80-3.9, and 80-3.10

Adoption Date
SUBJECT: DISCIPLINING A TENURED TEACHER OR CERTIFIED PERSONNEL

The District may discipline tenured teachers and certain certified personnel in accordance with applicable law, regulations, or applicable contract provisions.

Ineffective Personnel

The District or Board may bring incompetence charges against a teacher or building principal who receives two or more consecutive ineffective ratings under the APPR; the District or Board must bring incompetence charges against anyone who receives three consecutive ineffective APPR ratings. A single hearing officer from the American Arbitration Association's labor arbitration panel will govern the competency hearing. The hearing may be public or private, at the employee's discretion. The employee will have a reasonable opportunity to defend himself or herself, but will not be required to testify. Each party has the right to be represented by counsel, to subpoena witnesses, to cross-examine witnesses, and to make motions or applications. There will be a full and fair disclosure of witnesses and evidence to be offered by both the District and the employee. A record of the proceeding will be kept.

Allegations of Abuse

The Board may suspend, without pay, an employee charged with physically or sexually abusing a student pending an expedited probable-cause hearing. A single hearing officer will conduct the probable-cause hearing.

Child Witnesses

A child under 14 may be allowed to testify through live, two-way, closed-circuit television if the hearing officer determines by clear and convincing evidence that the child would suffer serious mental or emotional harm that would substantially impair his or her ability to communicate if required to testify live, and that using closed-circuit television would diminish the likelihood or extent of the child suffering serious mental or emotional harm. In making this decision, the hearing officer will consider applicable factors, including: whether the offense was particularly heinous, the child's age and vulnerability, the child's susceptibility to psychological harm due to an underlying physical or mental condition, whether the accused occupied a position of authority over the child, if the offense charged was part of an ongoing course of conduct committed by the accused against the child over an extended period of time, use of a dangerous or deadly weapon, whether the child suffered serious physical injury, threats made against the child, the accused's access to the child, and expert testimony that the child would be particularly susceptible to psychological harm if required to testify in open court or to be in the physical presence of the accused.

(Continued)
SUBJECT: DISCIPLINING A TENURED TEACHER OR CERTIFIED PERSONNEL
(Cont’d.)

Automatic Revocation of Teacher and Administrative Certificates by the Commissioner of Education

The Commissioner will revoke and annul the certificate of a teacher, teaching assistant, pupil personnel services professional, school administrator or supervisor, or superintendent convicted of:

a) A sex offense for which registration as a sex offender is required under the Sex Offender Registration Act; or

b) Any other violent felony offense committed against a child when the child was the intended victim of the offense.

These offenses include, but are not limited to, sexual misconduct, sexual abuse, rape, statutory rape, assault, various other criminal sexual acts, and certain kidnapping offenses.

In addition, the Commissioner will revoke and annul the certificate of a school district administrator, school administrator or supervisor, or school business administrator convicted of fraud.

Criminal Procedure Law §§ 65.00, 65.20, 65.30, and 380.95
Education Law §§ 305(7-a), 305(7-b), 2573(8), 2590-j(7), 3012, 3020-a, and 3020-b
Penal Law § 195.20
8 NYCRR Subpart 82-3
Correction Law Article 6-C

Adoption Date
SUBJECT: PROFESSIONAL STAFF: SEPARATION

A probationary professional staff member may be discontinued at any time during his or her probationary period on the recommendation of the Superintendent and by a majority vote of the Board.

If the Superintendent will be submitting to the Board a negative recommendation for tenure or a recommendation to discontinue the services of a probationary professional staff member, the Superintendent must give the probationary employee written notice 30 days prior to the Board meeting at which the recommendation will be considered. If a majority of the Board accepts the recommendation and votes to dismiss, the professional staff member must then be given a written notice at least 30 days prior to the effective date of termination of services. The District will adhere to all other statutory timeframes.

The Board expects any professional staff member desiring to terminate his or her services to provide the Board with a minimum of 30 days notice before the effective termination date. When possible, a professional staff member will make every effort to terminate employment at the end of the school year. Resignations must be in writing and include the effective date.

Education Law §§ 2509, 3012, 3019-a and 3031

Adoption Date
SUBJECT: TEMPORARY PERSONNEL

The District's needs sometimes require temporary appointments. The terms of these appointments will be defined by the Board on a case-by-case basis.

Student Teachers

The District will cooperate with teacher training institutions in the placement of student teachers to provide beginning teachers with the best possible student teaching experience.

Schools are required to allow student teachers to videotape themselves providing instruction in a classroom to meet part of their performance assessment requirements for teaching certification. The video must remain confidential, is a confidential record of the New York State Education Department (SED), and is not subject to viewing or disclosure to an individual or entity other than the student teacher applicant and relevant SED personnel.

Substitute Teachers

The Superintendent will employ appropriately qualified substitute teachers. A substitute teacher is employed in the place of a regularly appointed teacher who is absent, but is expected to return.

The Board will annually establish the rate for per diem substitute teachers.

Education Law § 3023
8 NYCRR §§ 80-1.5 and 80-5.4

Adoption Date
SUBJECT: APPOINTMENT - SUPPORT STAFF

The probationary period for all new civil service employees will be for the maximum period established by the local Civil Service Commission.

The time, place, conditions of employment, and transfer of support staff will be vested in the Superintendent who will conduct these actions in compliance with all applicable contract provisions. The duties for each Civil Service employee will be clearly defined.

For any civil service position: a new title, an upgrade to a higher pay grade, and any changes in the contractual salary scales must follow collective bargaining agreement procedures and must be approved by the Board of Education.

The request for a change must be presented at an Executive Committee of the Board and if approved, placed on the next Board Meeting agenda. The request for change will be tabled at the first meeting, and then voted on at the next meeting of the Board of Education.

Civil Service Law § 63

Adoption Date
SUBJECT: SUPPLEMENTARY SCHOOL PERSONNEL

Teacher Aides

In accordance with the Commissioner's regulations, the Board may employ teacher aides to assist in the daily operation of the school through non-teaching duties.

The duties and responsibilities to be assumed by teacher aides will be outlined by the Superintendent in accordance with Civil Service guidelines. Teacher aides will be responsible to the building principal or designee.

A teacher aide may be assigned to assist teachers in non-teaching duties such as:

a) Managing records, materials, and equipment;
b) Attending to the physical needs of children; and
c) Supervising students and performing such other services as support teaching duties when those services are determined and supervised by a teacher.

Teaching Assistants

In accordance with the Commissioner's regulations, the Board may employ teaching assistants to provide, under the general supervision of a licensed or certified teacher, direct instructional service to students.

Teaching assistants assist teachers by performing duties such as:

a) Working with individual students or groups of students on special instructional projects;
b) Providing the teacher with information about students that will assist the teacher in the development of appropriate learning aspects;
c) Assisting students in the use of available instructional resources and assisting in the development of instructional materials;
d) Utilizing their own special skills and abilities by assisting in instructional programs in areas such as foreign language, arts, crafts, music, and similar subjects; and
e) Assisting in related instructional work as required.

(Continued)
SUBJECT: SUPPLEMENTARY SCHOOL PERSONNEL (Cont'd.)

Teaching assistants who hold a pre-professional teaching assistant certificate will have the same scope of duties as described above for other teaching assistants. Within that scope of duties, teaching assistants holding a pre-professional teaching assistant certificate may, at the discretion of the District, and while under the general supervision of a teacher, perform duties such as:

a) Working with small groups of students so that the teacher can work with a large group or individual students;

b) Helping a teacher to construct a lesson plan;

c) Presenting segments of lesson plans, as directed by the teacher;

d) Communicating with parents of students at a school site or as otherwise directed by a teacher;

and

e) Helping a teacher to train other teaching assistants.

Licensure and certification requirements will be as mandated by Commissioner's regulations.

8 NYCRR § 80-5.6, 80-5.9

Adoption Date
SUBJECT: STAFF ACCEPTABLE USE POLICY

The Board will provide staff with access to various computerized information resources through the District's computer system (DCS) consisting of software, hardware, computer networks, wireless networks/access, and electronic communication systems. This may include access to electronic mail, on-line services, and the Internet. It may also include the opportunity for staff to have independent access to the DCS from their home or other remote locations, and/or to access the DCS from their personal devices. All use of the DCS and the wireless network, including independent use off school premises and use on personal devices, will be subject to this policy and any accompanying regulations.

The Board encourages staff to make use of the DCS to explore educational topics, conduct research, and contact others in the educational world. The Board anticipates that staff access to various computerized information resources will both expedite and enhance the performance of tasks associated with their positions and assignments. To that end, the Board directs the Superintendent or designee(s) to provide staff with training in the proper and effective use of the DCS.

Staff use of the DCS is conditioned upon written agreement by the staff member that use of the DCS will conform to the requirements of this policy and any regulations adopted to ensure acceptable use of the DCS. These agreements will be kept on file in the District Office.

Generally, the same standards of acceptable staff conduct which apply to any aspect of job performance will apply to use of the DCS. Employees are expected to communicate in a professional manner consistent with applicable District policies and regulations governing the behavior of school staff. Electronic mail and telecommunications will not be utilized to share confidential information about students or other employees.

Access to confidential data is a privilege afforded to District employees in the performance of their duties. Safeguarding this data is a District responsibility that the Board takes very seriously. Consequently, District employment does not automatically guarantee the initial or ongoing ability to use mobile or personal devices to access the DCS and the information it may contain.

This policy does not attempt to articulate all required and/or acceptable uses of the DCS; nor is it the intention of this policy to define all inappropriate usage. Administrative regulations will further define general guidelines of appropriate staff conduct and use as well as proscribed behavior.

District staff will also adhere to the laws, policies, and rules governing computers including, but not limited to, copyright laws, rights of software publishers, license agreements, and rights of privacy protected by federal and state law.

Staff members who engage in unacceptable use may lose access to the DCS and may be subject to further discipline under the law and in accordance with applicable collective bargaining agreements. Legal action may be initiated against a staff member who willfully, maliciously, or unlawfully damages or destroys property of the District.

(Continued)
SUBJECT: STAFF ACCEPTABLE USE POLICY (Cont’d.)

Social Media Use by Employees

The District recognizes the value of teacher and professional staff inquiry, investigation and communication using new technology tools to enhance student learning experiences. The District also realizes its obligations to teach and ensure responsible and safe use of these new technologies. Social media, including social networking sites (SNS), have great potential to connect people around the globe and enhance communication. Therefore, the Board encourages the use of District-approved social media tools and the exploration of new and emerging technologies to supplement the range of communication and educational services.

Public social media networks or SNS are defined to include: websites, Web logs (blogs), wikis, social networks, online forums, virtual worlds, video sites, and any other social media generally available to the District community which do not fall within the District’s electronic technology network (e.g., Facebook, MySpace, Twitter, LinkedIn, Flickr, Vine, Instagram, SnapChat, etc.). The definition of District approved password-protected social media tools are those that fall within the District's electronic technology network or which the District has approved for educational use. Within these internal forums, the District has greater authority and ability to protect minors from inappropriate content and can limit public access.

The use of social media (whether public or internal) can generally be defined as Official District Use, Professional/Instructional Use and Personal Use. Personal use of social media or SNS by employees during District time or on District-owned equipment is discouraged. In addition, employees are encouraged to maintain the highest levels of professionalism when communicating, whether using District devices or their own personal devices, in their professional capacity as educators. They have a responsibility to address inappropriate behavior or activity on these networks, including requirements for mandated reporting and compliance with all applicable District policies and regulations.

Confidentiality, Private Information and Privacy Rights

Confidential or private data, including, but not limited to, protected student records, employee personal identifying information, and District assessment data, will only be loaded, stored, or transferred to District-owned devices which have encryption and/or password protection. This restriction, designed to ensure data security, encompasses all computers and devices within the DCS, any mobile devices, including flash or key drives, and any devices that access the DCS from remote locations. Staff will not use email to transmit confidential files in order to work at home or another location. Similarly, staff are prohibited from using cloud-based storage services (such as Dropbox, GoogleDrive, SkyDrive, etc.) for confidential files.

In addition, staff will not leave any devices unattended with confidential information visible. All devices must be locked down while the staff member steps away from the device, and settings enabled to freeze and lock after a set period of inactivity.

(Continued)
SUBJECT:  STAFF ACCEPTABLE USE POLICY (Cont'd.)

Staff data files and electronic storage areas will remain District property, subject to District control and inspection. The Technology Coordinator may access all staff data files and communications without prior notice to ensure system integrity and that users are complying with requirements of this policy and any accompanying regulations. Staff should not expect that information stored on the DCS will be private.

NOTE:  Refer also to Policies #5672 -- Information Security Breach and Notification 
        #5674 -- Data Networks and Security Access 
        #6411 -- Use of Email in the District 
        #7243 -- Student Data Breaches 
        #7316 -- Student Use of Personal Technology 
        #8271 -- Internet Safety/Internet Content Filtering Policy
SUBJECT: USE OF EMAIL IN THE DISTRICT

Email is a valuable business communication tool, however, users must use this tool in a responsible and lawful manner. Every employee and authorized user has a responsibility to be knowledgeable about the inherent risks associated with email usage and to avoid placing the District at risk. The same laws and business records requirements apply to email as to other forms of written communication. District employees and authorized users will use the District's designated email system for all business-related email, including emails in which students or student issues are involved. Personal accounts and instant messaging will not be used to conduct official business.

Employee Acknowledgement

All employees and authorized users will be required to review a copy of the District's policies on staff use of computerized information resources and any regulations established in connection with those policies. Each user must annually acknowledge this employee and authorized user agreement before establishing an account or continuing in his or her use of email.

Classified and Confidential

District employees and authorized users may not:

a) Provide lists or information about District employees or students to others and/or classified information without approval. Questions regarding usage and requests for these lists or information should be directed to a principal or supervisor;

b) Forward emails with confidential, sensitive, or secure information without principal or supervisor authorization. Additional precautions, such as encryption, should be taken when sending documents of a confidential nature;

c) Use file names that may disclose confidential information. Confidential files should be password protected and encrypted. File protection passwords will not be transmitted via email correspondence;

d) Use email to transmit any individual's personal, private, and sensitive information (PPSI). PPSI includes social security number, driver's license number or non-driver ID number, account number, credit or debit card number and security code, or any access code or password that permits access to financial accounts or protected student records, except if transmitting for the administration of benefits and the execution of staffing by the Human Resources department;

e) Send or forward emails with comments or statements about the District that may negatively impact it; or

(Continued)
SUBJECT: USE OF EMAIL IN THE DISTRICT (Cont'd.)

f) Send or forward email that contains confidential information subject to Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), and other applicable laws - except if transmitting for the administration of benefits and the execution of staffing by the Human Resources department.

Personal Use

Employees and authorized users may use the District's email system for limited personal use. However, employees and authorized users should have no expectation of privacy in this email use. Personal use does not include chain letters, junk mail, and jokes. Employees and authorized users are not permitted to access any other email account or system (Yahoo, Hotmail, AOL, etc.) via the District's network or use the District's email programs to conduct job searches, post personal information to bulletin boards, blogs, chat groups, and list services, etc. without specific permission from the principal or supervisor. The District's email system also cannot be used for personal gain or profit.

Receiving Unacceptable Mail

Employees and authorized users who receive offensive, unpleasant, harassing, or intimidating messages via District email or instant messaging should inform their principal or supervisor immediately.

Records Management and Retention

Email will be maintained and archived in accordance with the NYS Records Retention and Disposition Schedule ED-1 and as outlined in the Records Management Policy. Email records may be deleted, purged, or destroyed after they have been retained for the requisite time period established in the ED-1 schedule.

Training

Employees or authorized users should receive regular training on the following topics:

a) The appropriate use of email with students, parents, and other staff to avoid issues regarding harassment and/or charges of fraternization;

b) Confidentiality of emails;

c) Permanence of email: email is never truly deleted, as the data can reside in many different places and in many different forms; and

d) No expectation of privacy: email use on District property is not to be construed as private.

(Continued)
SUBJECT: USE OF EMAIL IN THE DISTRICT (Cont'd.)

Sanctions

The Computer Coordinator may report inappropriate use of email by an employee or authorized user to the employee or authorized user's principal or supervisor who may take appropriate disciplinary action. Violations may result in a loss of email use, access to the technology network, and/or other disciplinary action. When applicable, law enforcement agencies may be contacted.

Confidentiality Notice

A standard confidentiality notice will automatically be added to each email as determined by the District.

NOTE: Refer also to Policies #3320 -- Confidentiality of Computerized Information
      #3420 -- Non-Discrimination and Anti-Harassment in the District
      #5670 -- Records Management
      #6410 -- Staff Acceptable Use Policy
      #8271 -- Internet Safety/Internet Content Filtering

Adoption Date
SUBJECT: EMPLOYEE PERSONNEL RECORDS AND RELEASE OF INFORMATION

Personnel Records

The District will maintain a personnel file for each individual employed by the District. Employees may review or inspect their personnel files in accordance with District procedure or practice.

Release of Personnel Information

The District will take all reasonable steps to protect the privacy of District employees, except as permitted or required by law:

a) In accordance with a subpoena or court order, or other applicable law.

b) When members of the Board need information from the employee’s personnel record to aid them in performing their legal responsibilities in matters such as appointments, assignments, promotions, demotions, remuneration, discipline, dismissal, or to aid in the development and implementation of personnel policies.

c) When the employee grants permission.

Release of Information Concerning Former Employees

The District will not release information concerning the employment records, personnel file, or past performance of a former employee, unless that information is required to be disclosed by law. Only the initial and final dates of employment and the position held will be provided through a written response to a written request. The former employee may authorize the release of any additional information.

Public Officers Law § 87
8 NYCRR Part 84

NOTE: Refer also to Policy #5673 -- Employee Personal Identifying Information

Adoption Date
SUBJECT:  EMPLOYEE POLITICAL ACTIVITIES

The Board recognizes the right of its employees, as citizens, to engage in political activities and to exercise their constitutionally protected rights to address matters of public concern.

However, a District employee's constitutional rights to raise matters of public concern are limited when the speech or action occurs on school grounds or during school times. Under these circumstances, the Board can impose reasonable restrictions on the time, place, and manner of the speech or action, and can further regulate the content of the speech when it materially imperils the efficient operation of the school.

Teachers may not use their classrooms or school surroundings as a means to promote their personal political views and beliefs. However, teachers are encouraged to address issues of current events for their instructional and informational value to students, to invite public and/or political figures to visit the classroom as a community resource, upon prior approval of the building principal, and to motivate students to participate in the political process.

NOTE:  Refer also to Policies #3271 -- Solicitation of Charitable Donations
#3272 -- Advertising in the Schools
#5560 -- Use of Federal Funds for Political Expenditures
SUBJECT: THEFT OF SERVICES OR PROPERTY

The theft of services or property from the District by an employee will result in immediate disciplinary action, up to and including termination, as well as the filing of criminal or civil charges by the District.

Penal Law § 165.15

Adoption Date
SUBJECT:  DEFENSE AND INDEMNIFICATION OF BOARD MEMBERS AND EMPLOYEES

Liability Protection in Accordance with Education Law

The Board recognizes its statutory obligation to indemnify District employees (and in certain circumstances, Board members and volunteers) in accordance with the provisions of Education Law. For the purposes of this policy, the term "employee" will be as defined in the applicable statute(s).

The District will not be subject to the duty to defend unless the employee, within the time prescribed by statute, delivers appropriate notice of the claim to the Board.

a) For purposes of Education Law Section 3811, the employee must give written notice within five days after service of process upon him/her. The statute mandates only written notice of the claim to the Board of Education; however, submission of relevant legal documents by the employee to the Board is also encouraged.

b) For purposes of Education Law Sections 3023 and 3028, the employee must deliver the original or a copy of the relevant legal documents to the Board within ten days after service of process upon him/her.

c) The Board of Education reserves the right to review each case brought before them and if warranted, waive the five day written notice as described in (a) above. In no case shall the Board allow written notice beyond the next scheduled Board of Education Board Meeting.

The District will provide legal defense and/or indemnification for all damages, costs, and reasonable expenses incurred in the defense of an action or proceeding if authorized by statute and provided that the alleged action or omission which occurred or allegedly occurred is covered by the appropriate statute(s). Furthermore, the District will not be required to provide indemnification protection and/or legal defense unless the employee was, at the time of the alleged incident, acting in the discharge of his or her duties within the scope of his or her employment or authorized volunteer duties and/or under the direction of the Board.

The full cooperation of the employee in the defense of such action or proceeding and in the defense of any action or proceeding against the District based upon the same act or omission, and in the prosecution of any appeal, shall also be required as a condition for the District's duty to defend and/or indemnify and save harmless to exist.

Public Officers Law Section 18

The Board hereby also confers the benefits of New York State Public Officers Law Section 18 upon the "employees" of the District, as defined in Public Officers Law Section 18; the District assumes the liability for the costs incurred in accordance with the provisions of Public Officers Law Section 18.

(Continued)
SUBJECT: DEFENSE AND INDEMNIFICATION OF BOARD MEMBERS AND EMPLOYEES (Cont'd.)

The benefits accorded to District employees under Public Officers Law Section 18 will supplement and be available in addition to defense or indemnification protection conferred by other enactment or provisions of law.

The term "employees" includes members of the Board, the Superintendent, District officers, District employees, volunteers expressly authorized to participate in a District sponsored volunteer program, or any other person holding a position by election, appointment, or employment in the service of the District, whether or not compensated. The term "employee" also includes a former employee, their estate or judicially appointed representative.

The District will provide for the defense of the employee in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of his or her public employment or duties. Furthermore, the District will indemnify and save harmless its employees in the amount of any judgment obtained against such employees in a state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which the judgment or claim arose occurred while the employee was acting within the scope of his or her public employment or duties. However, in the case of a settlement, the duty to indemnify and save harmless will be conditioned upon the approval of the amount of the settlement by the Board.

The duty to defend and/or indemnify and save harmless will be conditioned upon the delivery by the employee to the School Attorney or to the Superintendent a written request to provide for his or her defense, together with the original or a copy of any summons, complaint, process, notice, demand, or pleading within ten days after he or she is served with that document. The full cooperation of the employee in the defense of the action or proceeding and in the defense of any action or proceeding against the District based upon the same act or omission, and in the prosecution of any appeal, will also be required as a condition for the District's duty to defend and/or indemnify and save harmless to exist.

Exceptions to Liability Coverage

Indemnification coverage and/or provision of legal defense by the District will not apply unless the actionable claim is of the type covered by the statute(s) and/or is not otherwise exempt from coverage in accordance with law. Additionally, indemnification coverage and/or the duty to provide a defense will not arise where the action or proceeding is brought by or on behalf of the District.

Paul D. Coverdell Teacher Protection Act of 2001, as reauthorized by the Every Student Succeeds Act (ESSA) of 2015 (ESSA), 20 USC § 6731 et seq.
Education Law §§ 1604(25), 1604(31-b), 1709(26), 1709(34-b), 2560, 3023, 3028, and 3811
General Municipal Law §§ 6-n and 52
Public Officers Law § 18

Adoption Date
SUBJECT: LEAVES OF ABSENCE

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

Leaves of absence, contractual, et al.

a) Employees who are members of a negotiating unit:

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

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

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

c) Employees who are under contract to the District:

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

Leaves of absence, unpaid, not covered above

a) Subject to limitations enumerated in this policy statement, authorization is granted for the following unpaid leaves of absence:

1. For a period of time not to exceed one school year for approved graduate study, this leave to include any required internship experience.

2. At the expiration of a paid sick leave of absence, this leave may be extended for a period of time not longer than the end of the school year after the school year in which the paid leave of absence began.

b) Unpaid leaves of absence cannot be used to extend vacation periods, to take vacations, to engage in other occupations, or to provide additional personal leaves, except that the Superintendent will have discretion, where circumstances warrant, to approve leaves of absence for those purposes.

c) Unpaid leaves of absence will not be granted unless the services of a substitute employee, satisfactory in the discretion of the Superintendent, can be secured.

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

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

Other leaves of absence

a) Emergency Service Volunteer Leave

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

b) Screenings for Cancer

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

c) Blood Donation

The District must either, at its option:

1. Grant three hours of unpaid leave of absence in any 12-month period to an employee who seeks to donate blood off-premises. The leave may not exceed three hours unless agreed to by the Superintendent or designee; or

2. Allow its employees without use of accumulated leave time to donate blood during work hours at least two times per year at a convenient time and place set by the Superintendent or designee, including allowing an employee to participate in a blood drive at the District.

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

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

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

d) Bone Marrow Donation

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

e) Nursing Mothers

The District will provide reasonable unpaid break time or permit the use of paid break time or meal time each day to allow an employee to express breast milk for her nursing child for up to three years following child birth. The District will make reasonable efforts to provide a room or other location in close proximity to the work area where the nursing mother can express milk in privacy. The District will not discriminate against an employee who chooses to express breast milk in the workplace.

Reasonable unpaid break time is generally no less than 20 minutes and no more than 30 minutes dependent upon the proximity of the designated location for expressing breast milk. In most situations, the District is required to provide unpaid break time at least once every three hours if requested by the employee. At the employee's option, the District will allow the employee to work before or after her normal shift to make up the amount of time used during the unpaid break time(s) so long as the additional time requested falls within the District's normal work hours.

The District will provide written notice to employees who are returning to work following the birth of a child of their right to take unpaid leave for the purpose of expressing breast milk. This notice may either be provided individually to affected employees or to all employees generally through publication of the notice in the employee handbook or posting of the notice in a central location.

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

f) Victims of Domestic Abuse

Employers are required to provide employees with an unpaid leave to appear as a witness, consult with the district attorney, or exercise the employee's statutory rights as the victim of, or witness to a crime of domestic violence. A victim of domestic violence may need one or more of these types of leave.

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

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

g) Military Leave

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

h) Jury Duty

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

Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 USC §§ 4301-4333
Civil Service Law §§ 71-73 and 159-b
Education Law §§ 1709(16), 3005, 3005-a and 3005-b
General Municipal Law § 92-c
Judiciary Law §§ 519 and 521
Labor Law §§ 202-a, 202-c, 202-i, 202-j and 206-c
Military Law §§ 242 and 243
Penal Law § 215.14

Adoption Date
SUBJECT: FAMILY AND MEDICAL LEAVE ACT (FMLA)

The District allows eligible employees to take unpaid FMLA leave for up to 12 work weeks in a 12-month period as determined by the District. Employees are eligible if they have been employed by the District for at least 12 months and for at least 1,250 hours of service during the previous 12-month period.

The District uses a "rolling" 12-month period measured backward from the date of any FMLA leave usage to calculate the FMLA leave. In certain cases, FMLA leave may be taken on an intermittent or reduced schedule basis rather than all at once. The entitlement to leave for the birth or placement of a child expires at the end of the 12-month period beginning on the date of the birth or placement.

Eligible employees may be granted leave for one or more of the following reasons:

a) The birth of a child and care for the child;

b) Adoption of a child and care for the child;

c) The placement of a child with the employee from foster care;

d) To care for a spouse, minor child or parent who has a "serious health condition" as defined by the FMLA;

e) To care for an adult child who is incapable of self-care due to a disability (regardless of date of the onset of disability) and has a serious health condition; or

f) The employee's serious health condition prevents the employee from performing his or her job.

A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a healthcare provider that renders the person incapacitated for more than three consecutive calendar days. An employee claiming a serious health condition must first visit a healthcare provider within seven days of the incapacity; the second visit must occur within 30 days of the incapacitating event. An employee claiming the need for continuous treatment under FMLA for a chronic serious health condition must visit a healthcare provider at least twice per year, and the condition must continue over an extended period of time. The condition may cause episodic rather than a continuing period of incapacity.

Military Family Leave Entitlements

Military Caregiver Leave

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness may take up to 26 weeks of leave during a single 12-month period to care for the servicemember.

(Continued)
SUBJECT: FAMILY AND MEDICAL LEAVE ACT (FMLA) (Cont’d.)

Qualifying Exigency Leave

An "eligible" employee may take qualifying exigency leave when his or her spouse, son, daughter, or parent who is a member of the Armed Forces, National Guard, or Reserves is on covered active duty or has been notified of an impending call or order to covered active duty.

Concurrent (Substitute) Leave

Employees may use paid leave concurrently with periods of FMLA leave in accordance with applicable law and collective bargaining agreement.

Special Provisions for Instructional Employees

An instructional employee's principal function is to teach and instruct students in a class, a small group, or an individual setting. Teaching assistants and aides who do not have instruction as the principal function of their job are not considered an instructional employee.

Intermittent Leave Taken by Instructional Employees

FMLA leave that is taken at the end of the school year and resumes at the beginning of the next school year is continuous leave. The period during summer vacation is not counted against an employee's FMLA leave entitlement; the employee will continue to receive any benefits that are customarily given over the summer break.

If an instructional employee requests intermittent leave or leave on a reduced schedule, and will be on that leave for more than 20% of the number of working days during that period, the District may:

a) Require the employee to take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

b) Transfer the employee temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring leave periods than the employee's regular position.

Leave Taken by Instructional Employees Near the End of the Instructional Year

If the instructional employee begins leave more than five weeks before the end of the term, the District may require him or her to continue taking leave until the end of the term if the leave lasts more than three weeks and the employee would return during the three weeks before the end of the term.

(Continued)
SUBJECT: FAMILY AND MEDICAL LEAVE ACT (FMLA) (Cont’d.)

If the instructional employee begins leave less than five weeks before the end of the term for any FMLA-related reasons except qualifying exigency, the District may require that the employee remain out for the rest of the term if the leave lasts more than two weeks and the employee would return to work during that two-week period at the end of the instructional term.

If the instructional employee begins taking leave during the three weeks before the end of the term for any FMLA-related reason except qualifying exigency, the District may require that the employee continue leave until the end of the term if the leave will last more than five working days.

Any additional time that is required by the District will not be charged against the employee as FMLA leave.

Benefits and Restoration

An employee is entitled to have group health insurance and benefits maintained while on leave. If an employee was paying all or part of the premium payments before leave, the employee will continue to pay his or her share during the leave period.

In most instances, an employee has a right to return to the same or an equivalent position following a leave. The Superintendent or designee may reassign an employee in accordance with any applicable collective bargaining agreement to a different grade level, building, or assignment consistent with the employee's certification and tenure area.

Employee Notice and Medical Certification

When leave is foreseeable, the employee must give at least 30 days' advance notice of when and how much leave he or she needs. When leave is not foreseeable, the employee must provide notice as soon as practicable.

The District may require an employee to submit certification from a healthcare provider to substantiate a leave request. If the certification is incomplete or insufficient, the District will identify in writing what information the employee must provide to correct the deficiency within seven days. If the employee fails to timely provide the requested information, the District may deny his or her FMLA leave request.

The District may also request a second opinion regarding the employee's medical status from a healthcare provider of its choice at its expense, and a third opinion from a provider agreed upon by the District and the employee, to be paid for by the District.

(Continued)
SUBJECT:  FAMILY AND MEDICAL LEAVE ACT (FMLA)  (Cont’d.)

FMLA Notice

The District will display a general notice to employees about FMLA leave rights, that will include how to file a complaint, in each school building. The District will also provide a written general notice about the FMLA in the employee handbook to each new employee upon hire. The District has five days to supply this notice from the date of hire.

Family and Medical Leave Act of 1993 (as amended), Public Law 103-3
10 USC §101(a) (13)
29 USC §§1630.1 and 2611-2654
29 CFR Part 825 and Part 1630
42 USC §12102
Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191
45 CFR Parts 160 and 164

NOTE:  Refer also to Policy #6552 -- Military Leaves of Absence
SUBJECT: MILITARY LEAVES OF ABSENCE

In accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and State Law, the District, upon advance notice by the employee, will grant leaves of absence for service in the uniformed services and/or military duty ("military service" or "military duty") to its employees who are ordered to duty or volunteer for qualifying military service. The employee's notice may be either verbal or written. No advance notice is required if military necessity prevents the giving of notice, or the giving of notice is otherwise impossible or unreasonable under the circumstances.

Employment Rights

Time during which an employee is absent due to military leave will not constitute an interruption of continuous employment in the District and this employee will not be subjected, directly or indirectly, to any loss or diminution of time, service, increment, vacation or holiday privileges, or any other right or privilege, by reason of the absence; nor will any employee be prejudiced by reason of the absence with reference to continuance in employment, reemployment, reinstatement, transfer, or promotion.

Salary/Compensation

Every employee will be paid his or her salary or other compensation for any and all periods of absence while engaged in the performance of ordered military duty, and while going to and returning from military duty. This payment of salary or compensation will not exceed a total of 30 days or 22 working days, whichever is greater, in any one calendar year; and will not exceed 30 days or 22 working days, whichever is greater, in any one continuous period of absence.

The employee must be permitted, upon request, to use any accrued vacation, annual, or similar leave with pay during the period of military service in order to continue his or her civilian pay. The District may not require the employee to use accrued leave.

The employee is not entitled to use accrued sick leave during the period of military service, unless the District allows employees to use sick leave for any reason or allows other similarly situated employees on comparable furlough or leave of absence to use accrued paid sick leave.

Employee Benefits

Health Plan Coverage

If the employee has coverage under a health plan in connection with his or her employment with the District, the employee must be permitted to elect to continue the coverage for a certain period of time as designated in law.

(Continued)
SUBJECT: MILITARY LEAVES OF ABSENCE (Cont'd.)

When the employee is performing military service, he or she is entitled to continuing coverage for himself or herself (and dependents if the plan offers dependent coverage) under a health plan in connection with the employment. The plan must allow the employee an opportunity to continue coverage for a period of time that is the lesser of:

a) The 24-month period beginning on the date on which the employee's absence for the purpose of performing military service begins; or

b) The period beginning on the date on which the employee's absence for the purpose of performing military service begins, and ending on the date on which the employee fails to return from service or apply for a position of reemployment.

Health plan administrators may develop reasonable requirements addressing how continuing coverage may be elected, consistent with the terms of the plan and USERRA's exceptions to the requirement that the employee give advance notice of military service. Further, health plan administrators may develop reasonable procedures for employee payment to continue coverage, consistent with USERRA and the terms of the plan.

Pension/Retirement Plans

While on military duty, any District employee who is a member of any pension or retirement system may elect to contribute to that pension or retirement system the amount which he or she would have contributed had that employment been continuous. Upon making the contribution, the employee will have the same rights in respect to membership in the retirement system as he or she would have had if the employee had been present and continuously engaged in the performance of his or her position. To the extent that these contributions are paid, absence while engaged in the performance of military duty will be counted in determining the length of total service under the pension or retirement system.

Alternatively, employees will have an opportunity to make up contributions to the pension or retirement system upon return to employment in the District in accordance with law and the individual employee's pension/retirement system.

The payment of member contributions required under law to obtain military service credit is waived for members called to active military duty on or after September 11, 2001 and prior to January 1, 2006.

Time during which an employee is absent on military duty will not constitute an interruption of continuous employment, but this time will not be counted or included in determining the length of total service in the pension or retirement system unless the employee contributes to the pension or retirement system the amount he or she would have been required to contribute if the employee had been continuously employed during the period of military duty.

(Continued)
Leaves of Absence for Military Spouses

The spouse of a member of the armed forces of the United States, National Guard, or reserves who has been deployed during a period of military conflict (defined as a period of war declared by the United States Congress, or in which a member of a reserve component of the armed forces is ordered to active duty in accordance with the United States Code), to a combat theater or combat zone of operations will be allowed up to ten days unpaid leave by their employer. This leave will only be used when the person's spouse is on leave from the armed forces of the United States, National Guard, or reserves while deployed during a period of military conflict to a combat theater or combat zone of operations.

In accordance with law, an "employee" means a person who performs services for hire for the District for an average of 20 or more hours per week, and includes all individuals employed at any District site having 20 or more District employees, but does not include independent contractors.

The District will not retaliate against an employee for requesting or obtaining a leave of absence as provided above. The provisions of this section will not affect or prevent the District from providing leave for military spouses in addition to leave allowed under any other provision of law. The provisions of this section will not affect an employee's rights with respect to any other employee benefit provided by law.

Reemployment/Restoration Rights ("Escalator Principle")

As a general rule, an employee is entitled to reemployment in the job position that he or she would have attained with reasonable certainty if not for the absence due to military service. The position to which the returning service member should be restored has become known as the "escalator principle."

Depending on the circumstances or intervening events, the escalator principle may cause an employee to be reemployed in a higher or lower position, transferred, laid off, or even terminated.

The employee must be qualified for the reemployment position. The District will make reasonable efforts to help the employee become qualified to perform the duties of this position. The District is not required to reemploy the employee on his or her return from military service if the employee cannot, after reasonable efforts by the District, qualify for the appropriate reemployment position.

Per state law, an employee restored to his or her position after the termination of military duty will be entitled to the rate of compensation he or she would have received had the employee remained in his or her position continuously during the period of military duty; and the employee will be deemed to have rendered satisfactory and efficient service in the job position during the period of military leave of absence. Further, the employee will not be subjected directly or indirectly to any loss of time service, increment, or any other right or privilege; nor will an employee be prejudiced in any way with reference to promotion, transfer, reinstatement, or continuance in employment.

(Continued)
SUBJECT: MILITARY LEAVES OF ABSENCE (Cont’d.)

All other rights, benefits, and responsibilities of a District employee serving in the military will be in accordance with law, regulations, and/or the applicable contract or collective bargaining agreement.

Probationary Service

Public Employees in General

If a public employee (with the exception of the probationary service of "teachers" as described below) enters military duty before the expiration of the probationary period in any position to which he or she may have been appointed, or to which he or she may thereafter be appointed or promoted, the time the employee is absent on military duty will be credited as satisfactory service during this probationary period.

Teachers/Supervisory Staff

In any case where a teacher (defined as encompassing a broad category of full-time members of the teaching and supervisory staff of the District, and is not limited to instructional employees) enters military duty before the expiration of the probationary period to which he or she may have been appointed, the time the teacher is absent on military duty will be credited as satisfactory service during this probationary period. If the end of this probationary service occurs while the teacher is on military duty or within one year following the termination of military duty, the period of the probationary service may be extended by the Board for a period not to exceed one year from the date of termination of military duty. However, in no event will the period of probationary service in the actual performance of teaching services extend beyond that required by the District at the time of the teacher's entry into military service.

Collective Bargaining Agreements/Contracts/Plans/Practices

In accordance with USERRA, any State or local law, contract, agreement, policy, plan, or practice that establishes an employment right or benefit that is more beneficial than, or is in addition to, a right or benefit under USERRA, the greater employment right or benefit will supersede USERRA.

Notice of Rights and Duties

The District will provide a notice of the rights, benefits, and obligations of employees and the District under USERRA. The District may provide the notice by posting it where employee notices are customarily placed. The District may also provide the notice to its employees in other ways that will minimize costs while ensuring that the full text of the notice is provided (e.g., by handing or mailing out the notice, or distributing the notice via email).

(Continued)
SUBJECT: MILITARY LEAVES OF ABSENCE (Cont'd.)

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), Public Law 108-454
38 USC §§ 4301-4333
20 CFR Part 1002
Education Law § 3101
Military Law §§ 242 and 243

NOTE: Refer also to Policies #6212 -- Certification and Qualifications
#6213 -- Registration and Professional Development
#6551 -- Family and Medical Leave Act
SUBJECT: DETERMINATION OF EMPLOYMENT STATUS: EMPLOYEE OR INDEPENDENT CONTRACTOR

A certification of the determination that an individual is an employee is required when the District initially reports to the New York State and Local Retirement System (NYSLRS) certain covered professionals -- those persons providing services as an attorney, physician, engineer, architect, accountant, or auditor.

Employee means an individual performing services for the District for which the District has the right to control the means and methods of what work will be done and how the work will be done. Independent contractor means a consultant or other individual engaged to achieve a certain result for the District but who is not subject to the direction of the employer as to the means and methods of accomplishing the result. The District will not enter into agreements with independent contractors for instructional services except under the limited circumstance permitted by the New York State Education Department.

Employees to be Reported to NYSLRS

Only persons who are active members of NYSLRS and who have been assigned a registration number will be included in the reporting requirements. In the case of employees who are in the process of being registered to membership, all service, salary and deductions data, and mandatory contributions will be accumulated by the District and the accumulation will be included with the first monthly report which is due after the employee's registration number has been assigned.

An individual serving the District as an independent contractor or consultant is not an employee and should not be reported to the retirement system.

The District has the primary responsibility for determining whether an individual is rendering services as an employee or as an independent contractor. When making this determination, the District must consider the factors set forth in State Regulations.

The District will also complete, as necessary, a Certification Form for Individuals Engaged in Certain Professions (Form RS2414) as promulgated by the Office of the New York State Comptroller. When making a determination as to an individual's status as an employee or independent contractor, no single factor will be considered to be conclusive of the issue. All factors will be considered in making an assessment of an individual's status when engaged to perform services.

Written Explanation by District: Certain Professions

In the case of an individual whose service has been engaged by the District in the capacity of attorney, physician, engineer, architect, accountant, or auditor and the District has determined that the individual is rendering service as an employee and, therefore, may be eligible for credit with a retirement system, the District will submit to the retirement system, in a form prescribed by the Comptroller and certified by the Chief Fiscal Officer of the District, an explanation of the factors that led to the conclusion that the individual is an employee and not an independent contractor or consultant.

(Continued)
SUBJECT:  DETERMINATION OF EMPLOYMENT STATUS: EMPLOYEE OR INDEPENDENT CONTRACTOR  (Cont'd.)

Legal Services

Charging for Legal Services

An attorney will not simultaneously be an independent contractor and an employee of the District for the purpose of providing legal services to the District.

An attorney who is not an employee of the District will not seek to be or be considered, treated or otherwise reported by the District as an employee thereof for purposes of compensation, remuneration, health insurance, pension, and all associated employment-related benefits and emoluments.

Reports Regarding Attorneys

The District will, on or before the 45th day after the commencement of its fiscal year, file with the State Education Department, the State Comptroller, and the Attorney General a report specifying:

a) All attorneys who provide legal services to the District or Board;

b) Whether the District or Board hired those attorneys as employees; and

c) All remuneration and compensation paid for legal services.

Protection Against Fraud

Any person who knowingly makes any false statement, or falsifies or permits to be falsified any record or records of the retirement system in any attempt to defraud the system, or who receives certain benefits or payments in excess of statutory limits, as a result of those acts, will be guilty of criminal conduct, and will be punished under the laws of New York State.

Education Law §§ 525, 2050-2054
Retirement and Social Security Law §§ 11, 34, 311, and 334
2 NYCRR §§ 315.2 and 315.3

NOTE:  Refer also to Policy #1337 -- Duties of the School Attorney(s)

Adoption Date
SUBJECT: EMPLOYMENT OF RETIRED PERSONS

A retired person may be employed and earn compensation in a position in the District, without any effect on his or her status as retired and without suspension or diminution of his or her retirement allowance subject to the conditions enumerated in Retirement and Social Security Law Section 211(1). However, there will be no earning limitations on or after the calendar year in which a retired person attains age 65.

No retired person may be employed in the District except upon approval of the Civil Service Commission or the Commissioner of Education unless otherwise authorized in accordance with law.

Two sections of the Retirement and Social Security Law (Sections 211 and 212) affect a retiree's return to public employment in New York State. If a retiree returns to public employment, he or she may still be able to collect his or her pension depending upon:

a) How much is earned after returning to work; and

b) The retiree's age.

If a retiree is under age 65, he or she can return to public employment without approval or reduction in retirement benefits as long as his or her calendar year earnings do not exceed the Section 212 limit. If a retiree's earnings will be more than the Section 212 limits, the employer must request and receive prior approval from the appropriate agency to hire the retiree under Section 211.

Section 211 waivers are provided for "unclassified service" positions. Retired police officers employed by a school district as a School Resource Officer (SRO) fall under the "classified service" but may have the earnings limitation waived at the discretion of the Commissioner of Education, as long as all of the requirements for waivers in the unclassified service are fulfilled.

There is generally no restriction on a retiree's earnings beginning in the calendar year he or she turns 65, unless returning to public office.

Section 211 Approval Process

Approval for post-retirement employment of a person under the age of 65 or a retired police officer employed as a SRO whose calendar year earnings exceed the Section 212 limit may be granted only on the written request of the District giving detailed reasons related to the standards set forth in Section 211; and on a finding of satisfactory evidence by the Civil Service Commission or the Commissioner of Education that the retired person is duly qualified, competent, and physically fit for the performance of the duties of the position in which he or she is to be employed and is properly certified where certification is required.

(Continued)
SUBJECT: EMPLOYMENT OF RETIRED PERSONS (Cont'd.)

The District will prepare a detailed recruitment plan to fill the vacancy on a permanent basis when the need arises and will undertake extensive recruitment efforts to fill the vacancy prior to making a determination that there are no available non-retired persons qualified to perform the duties of that position.

Approvals to hire retired individuals may be granted for periods not exceeding two years each, provided that a person may not return to work in the same or similar position for a period of one year following retirement. However, in accordance with Section 212, a retiree may return to work in the same or similar position within the same year following retirement if his or her earnings are under the Section 212 limit or if he or she receives a Section 212 waiver, or other conditions exist set forth in law.

**Reporting Requirements and Disclosure**

a) The District will report all money earned by a retired person in its employ in excess of the earnings limitation outlined in Section 212 to the retirement system administered by the State or any of its political subdivisions from which the retired person is collecting his or her retirement allowance.

b) The District, when employing a retired person who is eligible to collect or is already collecting a retirement allowance from a retirement system administered by the state or any of its political subdivisions, will report on an annual basis to the retirement system paying the retirement allowance and to the State Comptroller. This report will consist of the re-employed retiree's name, date of birth, place of employment, current position, and all earnings.

**Public Record**

Any request for approval of the employment of a retired person, including the reasons stated, and the findings and determination of the request will be a public record open for inspection in the Office of the Civil Service Commission, the Commissioner of Education, or the Board making the findings and determination as specified in Section 211.

Education Law §§ 525 and 3101
Retirement and Social Security Law §§ 111, 211, 212, 217, and 411
8 NYCRR § 80-5.5(b)

Adoption Date