

Personnel

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

Officers and employees of the Cairo-Durham Central School District hold their positions to serve and benefit the public, and not to obtain unwarranted personal or private gain in the exercise of their official powers and duties. The Board of Education recognizes that, in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct. This policy establishes those standards.

The provisions of this policy are intended to supplement Article 18 of General Municipal Law Sections and any other law relating to ethical conduct of District officers and employees, and should not be construed to conflict with those authorities.

Standards of Conduct

The following rules and standards of conduct apply to all officers, including Board members, and employees of the Cairo-Durham Central School District.

Gifts

No person may directly or indirectly solicit, accept, or receive any gift having a value of \$75 or more under circumstances in which it could reasonably be inferred that the gift was intended or expected to influence the individual in the performance of his or her official duties or was intended as a reward for any official action on the part of the individual. This prohibition applies to any gift, including money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form.

Confidential Information

No person may disclose confidential information acquired by him or her in the course of his or her official duties or use this information to further his or her personal interests.

Conflicts 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.

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.

(Continued)

Personnel

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

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," as 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.

The provisions of the preceding three paragraphs should not be construed to preclude the payment of lawful compensation and necessary expenses of any District officer or employee in one or more positions of public employment, the holding of which is not prohibited by law.

Representing Others in Matters Before the District

No person may receive, or enter into any agreement, express or implied, for compensation for services rendered in relation to any matter before the District. Likewise, no one may receive, or enter into any agreement, express or implied, for compensation for services rendered in relation to any matter before the District, where the individual's compensation is contingent upon any action by the District with respect to the matter.

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 of Education. Any written disclosure will be made part of and included in the official minutes of the relevant Board meeting.

(Continued)

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

Investments in Conflict with Official Duties

No person may invest or hold any investment directly or indirectly in any financial, business, commercial, or other private transaction, that creates a conflict with his or her official duties, or that would otherwise impair his or her independence of judgment in the exercise or performance of his or her official powers or duties.

Private Employment

No person may engage in, solicit, negotiate for, or promise to accept private employment or render services for private interests when that employment or service creates a conflict with or impairs the proper discharge of his or her official duties.

Future Employment

No person may, after the termination of service or employment with the District, appear before the District in relation to any case, proceeding, or application in which he or she personally participated during the period of his or her service or employment or which was under his or her active consideration.

Notice of Code of Ethics and General Municipal Law Sections 800-809

The Superintendent will ensure that a copy of this code of ethics is distributed to every District officer and employee, and that a copy of General Municipal Law Sections 800-809 is posted conspicuously in each District building. The failure to distribute this code of ethics or to post General Municipal Law Sections 800-809 will have no effect on either the duty of District officers and employees to comply with their provisions, or the ability of the District or other relevant authorities to enforce them.

Penalties

Any person who knowingly or intentionally violates any of the provisions of this policy may be fined, suspended, removed from office or employment, or subject to additional or other penalties as provided by law.

Education Law § 410
General Municipal Law Article 18 and §§ 800-809
2 CFR § 200.318(c)(1)

Adopted: 8/23/18

Personnel

SUBJECT: TESTING MISCONDUCT AND MANDATORY REPORTING REQUIREMENTS

School District employees are expressly prohibited from: engaging in testing misconduct, as that term is described in the regulations of the Commissioner of Education; 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 School 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 School 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 of Education in a manner consistent with New York State law and regulation.

School 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 School 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 such 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

Adopted: 8/23/18

Personnel

SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY

The Cairo-Durham Central School District is an equal opportunity employer and does not discriminate against any employee or applicant for employment in its programs and activities on the basis of race, color, national origin, sex, disability, or age. Further, the District does not discriminate on the basis of religion or creed, sexual orientation, military status, genetic status, 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 School 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 such 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, including Policy #3420 -- Non-Discrimination and Anti-Harassment in the School District; Policy #6121 -- Sexual Harassment of District Personnel; and Policy #6122 -- Employee Grievances.

Additional information regarding the District's discrimination and harassment complaint and grievance procedures, including but not limited to the designation of the Civil Rights Compliance Officer, knowingly making false accusations, and possible corrective actions, can be found in Policy #3420 -- Non-Discrimination and Anti-Harassment in the School District.

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 Civil Rights Compliance Officer. In the event the Civil Rights Compliance Officer is the alleged offender, the report will be directed to another Civil Rights Compliance Officer, if the District has designated another individual to serve in such a capacity, or to the Superintendent.

Where appropriate, follow-up inquiries will be made to ensure that discrimination 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.

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SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY (Cont'd.)

Title IX of the Education Amendments of 1972, 20 USC § 1681 et seq.
Civil Rights Law § 40-c
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 School District
#6121 -- Sexual Harassment of District Personnel
#6122 -- Employee Grievances

Personnel

SUBJECT: SEXUAL HARASSMENT OF DISTRICT PERSONNEL

The Board of Education affirms its commitment to provide an environment free from sex-based discrimination and sexual harassment, including sexual violence and intimidation. The Board, therefore, prohibits all forms of sexual harassment against District personnel by employees, school volunteers, students, and non-employees, such as contractors and vendors, which occurs on school grounds or at school-sponsored events, programs, or activities, including those that take place at locations off school premises.

Sexual Harassment

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute harassment on the basis of sex when:

- a) Submission of such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
- b) Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individuals; or
- c) 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.

Sexual harassment includes, but is not limited to, sexual violence. For the purpose of this policy, sexual violence refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent. Sexual violence includes rape, sexual assault, sexual battery, and sexual coercion.

Sexual harassment can originate from a person of either sex against a person of the opposite or same sex, and from students, supervisors, co-workers, or third parties such as visitors and school volunteers.

Prohibited Conduct

Sexual harassment can be verbal, non-verbal, or physical. Examples of such conduct may include, but are not limited to, the following:

- a) Verbal abuse or ridicule, including innuendoes, stories, and jokes that are sexual in nature and/or gender-related. This might include inappropriate sex-oriented comments on appearance, including dress or physical features.
- b) Direct or indirect threats or bribes for unwanted sexual activity.
- c) Asking or commenting about a person's sexual activities.

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT OF DISTRICT PERSONNEL (Cont'd.)

- d) Unwelcome and unwanted physical contact of a sexual nature including, but not limited to, physical acts such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement.
- e) Displaying or distributing pornographic or other sexually explicit materials such as magazines, pictures, internet material, cartoons, etc.
- f) The use of profanity and/or other obscenities that are sexually suggestive or degrading in nature.
- g) Unwelcome staring, leering, or gesturing which is sexually suggestive in nature.
- h) Unwelcome and/or offensive public displays of sexual/physical affection.
- i) Clothing that reflects sexually obscene and/or sexually explicit messages, slogans, or pictures.
- j) Engaging in sexual conduct with an individual who is unable to consent due to his or her age, use of drugs or alcohol, intellectual disability, or other disability.
- k) Any other unwelcome and unwanted sexually oriented and/or gender-based behavior which is sexually demeaning, belittling, intimidating, or perpetrates sexual stereotypes and attitudes.

Investigation of Complaints and Grievances

In order for the Board to enforce this policy, and to take corrective measures as may be necessary, it is essential that any employee who believes he or she has been a victim of sexual harassment in the work environment, as well as any other person who is aware of and/or who has knowledge of or witnesses any possible occurrence of sexual harassment, immediately report such alleged harassment to the District's designated Civil Rights Compliance Officer. In the event that the Civil Rights Compliance Officer is the alleged offender, the report will be directed to another Civil Rights Compliance Officer, if the District has designated an additional individual to serve in such capacity, or to the Superintendent.

The School District will act to promptly, thoroughly, and equitably investigate all complaints, whether verbal or written, of sexual harassment, and will promptly take appropriate action to protect individuals from further harassment. All such 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, including Policy #3420 -- Non-Discrimination and Anti-Harassment in the School District.

(Continued)

SUBJECT: SEXUAL HARASSMENT OF DISTRICT PERSONNEL (Cont'd.)

Additional information regarding the District's discrimination and harassment complaint and grievance procedures, including but not limited to the designation of the Civil Rights Compliance Officer, knowingly making false accusations, and possible corrective actions, can be found in Policy #3420 -- Non-Discrimination and Anti-Harassment in the School District.

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 sexual harassment. Complaints of retaliation may be directed to the Civil Rights Compliance Officer. In the event the Civil Rights Compliance Officer is the alleged offender, the report will be directed to another Civil Rights Compliance Officer, if the District has designated another individual to serve in such a capacity, or to the Superintendent.

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

Civil Rights Act of 1991, 42 USC § 1981(a)
29 CFR § 1604.11(a)
Civil Service Law § 75-B
Executive Law §§ 296 and 297
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.
34 CFR § 100 et seq.

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

Adopted: 8/23/18

Personnel

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 such grievance.

General Municipal Law §§ 681-685

Adopted: 8/23/18

Personnel

SUBJECT: RECRUITMENT AND HIRING

The Board of Education recognizes that the recruitment of competent instructional and support personnel for the District requires a careful selection process. The Board reserves the right to establish, in consultation with the Superintendent of Schools, such pertinent qualifications for any position to be advertised as it sees fit, consistent with law and other policies of the Board.

It shall be the responsibility of the Superintendent to implement such procedures as may be required to ensure that advertisements of positions available in the District are developed and disseminated in a manner that assures Cairo-Durham of a pool of qualified applicants for that vacancy.

Where required by law or regulation, the District shall employ only persons who possess the requisite certification unless, after a diligent search, no certified and qualified candidate can be found.

Notice of any vacancy in the District shall be posted in each building in which programs are operated by the District. In addition, notice shall be disseminated in such a manner, if any, as may be called for by collective bargaining agreements to which the District is a party.

Education Law, § 3001

Civil Service Law, §§ 50, 56, 60-65 & NYCRR Part 80

NOTE: Refer also to Policy #6120 -- Equal Employment Opportunity

Adopted: 8/23/18

Personnel

SUBJECT: EVALUATION OF PERSONNEL**All Staff Members**

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

Teachers and Administrators

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

The primary purposes of these evaluations are:

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

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)

Adopted: 8/23/18

SUBJECT: EMPLOYEE MEDICAL EXAMINATIONS**Pre-employment Medical Examinations**

In accordance with the Americans with Disabilities Act, as amended, the School District shall not require applicants for positions to undergo a medical examination prior to an offer of employment. Further, the District shall 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.

Employment Entrance Examinations

When such examination is made by the school physician/nurse practitioner the cost of such examination shall be borne by the District. A staff member, however, may elect to have a medical examination at his or her own expense by a physician of his or her own choice.

Examinations During Employment

The Board reserves the right to request a medical examination at any time during employment, at School District expense, in order to determine whether any employee can perform the essential functions of the position with or without reasonable accommodation.

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

All bus drivers and substitute bus drivers shall have yearly physical examinations. Each bus driver initially employed by the School District shall have a physical examination within the four weeks prior to the beginning of service. In no case shall 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 shall 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 may 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.

(Continued)

SUBJECT: EMPLOYEE MEDICAL EXAMINATIONS (Cont'd.)

The District shall not require a medical examination and shall not make inquiries as to whether such 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.

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

Personnel

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.

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

Adopted: 8/23/18

Personnel

SUBJECT: DRUG-FREE WORKPLACE

It shall be the general policy of the Board of Education to affirm that all programs in the District that receive federal funds shall guarantee that their workplaces are free of controlled substances. "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 USC 812) and as further defined in regulation at 21 Code of Federal Regulations (CFR) Sections 1308.11-1308.15. An acknowledgment form shall be signed by the Superintendent indicating that the District is in full compliance with the Drug-Free Workplace Act. This policy shall guarantee that not only federally funded programs, but the entire District is free of controlled substances.

"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 School District.

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

Drug-Free Workplace Act, 20 USC § 7101 et seq.
21 USC § 812
21 CFR §§ 1308.11-1308.15
34 CFR Part 85

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

Adopted: 8/23/18

Personnel

SUBJECT: PROFESSIONAL GROWTH/STAFF DEVELOPMENT

It is the policy of the District that attention be given to in-service, pre-service, and other staff development programs which are believed to be of benefit to the School District and its students. The Superintendent, in consultation with the appropriate administrative staff and/or teacher committees, is directed to arrange in-service programs and other staff development opportunities which will 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.

It is recommended that administration develop meaningful in-service and/or staff development programs which will achieve the following:

- 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 of Education, therefore, 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 the School System 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/re-orientation of staff members to program and/or organizational changes as well as District expectations.

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

Members of the staff are also encouraged to continue their formal education as well as to attend their respective work-related workshops, conferences and meetings.

(Continued)

SUBJECT: PROFESSIONAL GROWTH/STAFF DEVELOPMENT (Cont'd.)

Funds for participating at such conferences, conventions, and other similar professional development programs will be budgeted for by the Board of Education 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 and the like will be in accordance with established regulations for conference attendance and expense reimbursement.

The Superintendent of Schools or his or her 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, professional organizations and the like within budgetary constraints.

A conference request form/course approval form must be submitted by the employee and approved by the designated administrator prior to the employee's attendance at such 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 School 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

Adopted: 8/23/18

Personnel

SUBJECT: CONFERENCE/TRAVEL EXPENSE REIMBURSEMENT

Conference travel will be for official business and will be made utilizing a cost-effective and reasonable method of travel. All conference travel requests should be made in advance by using the online program, My Learning Program.

All conference travel must have a completed Travel Conference Request Form on file which has been approved by the appropriate supervisor. The Superintendent or designee approves those Travel Conference Requests which have reimbursable employee expenses greater than \$100 Travel Conference Request Forms are only to be used by District employees.

All conference reimbursement requests must be submitted using a Travel Conference Reimbursement Form.

Expenses for overnight-approved travel will be reimbursed when accompanied by original receipts for lodging and other reimbursable expenses. Meal expenses for overnight travel will only be reimbursed based on the Board approved per diem rates which are modeled after the United States General Services Administration per diem rates.

New York State sales tax cannot generally be reimbursed. Sales tax may, however, be reimbursed when such costs constitute 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

Adopted: 8/23/18

Personnel

SUBJECT: PERSONAL AUTOMOBILE BUSINESS MILEAGE REIMBURSEMENT

Certain District employees may on occasion use their personal automobiles for District business which requires them to travel outside of the District. This policy intends to reimburse District employees using a Business Standard Mileage Rate as a "Deemed Substantiation Method."

Reimbursement for Mileage

- a) The District will reimburse employees for actual and necessary mileage incurred when personal vehicles are used for school district travel outside the District that meets the "business connection" requirement for Accountable Plans. In addition, the District will reimburse employees for actual and necessary mileage incurred when personal vehicles are used for School District travel within the District which such travel is required between school buildings during the work day as part of the employee's assigned responsibilities. There will be no mileage reimbursement for persons hired as tutors for travel since such expense is included in the rate of compensation for that work or for commuting as set forth below.
- b) Mileage means an allowance paid under an Accountable Plan and meets the following requirements:
 1. The allowance is paid with respect to reasonable and necessary transportation expenses in connection with the performance of services as an employee of the District.
 2. The allowance is paid at the applicable business standard mileage rate as published by the Internal Revenue Service annually.
 3. The employee substantiates the business miles monthly in order to comply with the IRS Fixed Date Safe Harbor Method.
- c) The District will not reimburse employees for "commuting" miles. In other words mileage from home to or from the employee's primary work location.
- d) Excess mileage for travel to or from a work location other than an employee's primary work location, to or from the employee's home, shall be determined as follows: $Mileage = (Distance\ from\ the\ employee's\ home\ to\ or\ from\ the\ work\ location\ other\ than\ primary\ work\ location) - (Distance\ from\ employee's\ home\ to\ the\ primary\ work\ location)$. An employee who chooses to travel home before attending or reporting to a work location in the District on the same day is not entitled to be reimbursed for additional commuting travel as a result of that choice (i.e., there will be no reimbursement for any travel to and from home).
- e) The Business Standard Mileage Rate includes all fixed and operating costs of using the automobile for business such as fuel, insurance, maintenance, lease payments, etc. however it does not include tolls and parking fees. Business related tolls and parking fees are reimbursable and allowable expenses.

(Continued)

**SUBJECT: PERSONAL AUTOMOBILE BUSINESS MILEAGE REIMBURSEMENT
(Cont'd.)**

- f) To the extent that any collective bargaining agreement is inconsistent with this policy, the terms of the collective bargaining agreement shall apply.

Administrative Procedures

The Business Manager shall develop such forms and administrative procedures as necessary to carry out this policy.

Personnel

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.

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

Adopted: 8/23/18

Personnel

SUBJECT: SAFE MENTORING ACT

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 District or parental or guardian 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. Such help shall 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 such youth with positive role models to enhance their development.

Prospective School Employees

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

Prospective Volunteer Mentors

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

(Continued)

SUBJECT: SAFE MENTORING ACT (Cont'd.)**Fees for Fingerprinting**

Both the DCJS and the FBI impose a processing fee. The fees for the criminal history record search shall 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 shall 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 of Education, the prospective employee and/or prospective volunteer mentor shall pay such 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 shall only be authorized by a custodial parent or guardian.

Confidentiality

The criminal history record shall be confidential pursuant to applicable federal and state laws, rules and regulations, and shall 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

Adopted: 8/23/18

Personnel

SUBJECT: STAFF-STUDENT RELATIONS (FRATERNIZATION)

The Board of Education requires that all School 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 and/or regardless of whether the student may have "consented" to such conduct. Further, employees shall not entertain students or socialize with students in such a manner 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 up to and including termination of employment.

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 that 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.)

Even if the student participated "willingly" in the activity (regardless of the student's age), inappropriate fraternization of staff with students 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 such 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 enumerated 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, shall report the incident to any staff member or either the employee's supervisor, the student's principal or the District's designated Compliance Officer. In all events such reports shall be forwarded to the designated Compliance Officer for further investigation. Anonymous complaints of inappropriate fraternization of staff members with students shall also be investigated by the District. Investigations of allegations of inappropriate staff-student relations shall follow the procedures utilized for complaints of harassment within the School District. Allegations of inappropriate staff-student behavior shall be promptly investigated and will be treated as confidential and private to the extent possible within legal constraints.

(Continued)

Personnel

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 (specifically, child abuse in an educational setting) must *also* follow the District's reporting procedures for such allegations; and such information will be reported by the designated administrator as required by state law to law enforcement officials, the State Education Department and/or Child Protective Services as may be applicable.

If a student initiates inappropriate behavior toward a staff member, that employee shall document the incident and report it to his or her building principal or supervisor.

The District shall promptly investigate all complaints of inappropriate staff-student relations, and take prompt corrective action to stop such conduct if it occurs.

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

The Board of Education 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 shall 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 shall 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 shall be provided to facilitate staff identification of possible behavior that may constitute inappropriate staff-student relationships. Students shall be provided such training in an age appropriate manner.

The District's policy (or a summary thereof) shall be disseminated as appropriate to staff, students and parents. Further, this topic shall be addressed in the District *Code of Conduct*.

Disciplinary Sanctions

Any staff member who engages in inappropriate conduct with a student, prohibited by the terms of this policy, shall be subject to appropriate disciplinary measures up to and including termination of employment in accordance with legal guidelines, District policy and regulation, and the 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 State Education Department.

(Continued)

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Personnel

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

Adopted: 8/23/18

2018

6210

Personnel

SUBJECT: CERTIFIED PERSONNEL

The Board of Education shall create, abolish, maintain and/or consolidate positions involving certified personnel as necessary for the proper and efficient achievement of its goals. While the Board may consider and/or seek the guidance or recommendation of the Superintendent, the Board cannot delegate its responsibility for such decisions to the Superintendent.

All assignments and transfers of certified personnel shall be made in accordance with provisions of law, School District policy and the applicable employment contract or agreement.

Education Law §§ 2510 and 3013
8 NYCRR Part 30

Adopted: 8/23/18

2018

6211

Personnel

SUBJECT: EMPLOYMENT OF RELATIVES OF BOARD OF EDUCATION MEMBERS

The District will not employ any teacher 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

Adopted: 8/23/18

Personnel

SUBJECT: CERTIFICATION AND QUALIFICATIONS

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

- a) In accordance with applicable statutes, Rules of the Board of Regents, and Commissioner's regulations, 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) Commissioner's regulations extend the expiration dates for various certificate holders engaged in active military service for the period of active service and an additional 12 months from the end of the service. The regulations also reduce the professional development requirements for certification holders called to active duty for the time of active service.
- c) The original certificates and/or licenses must be presented for examination and copying in the Superintendent's office as soon as they are available to the employee. The copies will be maintained in the employee's personnel file in support of the legitimate employment of each affected employee. The failure of any employee to possess the required certification or other licensure may result in the discharge of that employee.
- d) 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

The District is required to provide parents, upon request, with specific information about the professional qualifications of their children's classroom teachers. The following will be provided by the District upon request:

- a) If the teacher has met New York State qualifications and licensing criteria for the grade levels and subject areas he or she teaches;
- b) Whether the teacher is teaching under emergency or other provisional status through which the state qualification or licensing criteria have been waived;
- c) The teacher's college major; whether the teacher has any advanced degrees and, if so, the subject of the degrees; and
- d) If the child is provided services by any instructional aides or similar paraprofessionals and, if so, their qualifications.

(Continued)

SUBJECT: CERTIFICATION AND QUALIFICATIONS (Cont'd.)

20 USC § 7801(23)

34 CFR §§ 200.55 and 200.56

Education Law §§ 210, 305, 3001, 3001-a, 3004, 3006 and 3008

8 NYCRR Subparts 57-3, 80-1, 80-2, 80-3, 80.4, and 80.5

8 NYCRR §§ 100.2(dd) and 100.2(o)

SUBJECT: REGISTRATION AND PROFESSIONAL DEVELOPMENT**Registration**

All employees holding a lifetime certificate in classroom teaching, teaching assistant, or educational leadership service (school building leader, school district leader, or school district business leader) must register with the State Education Department (SED) every five years through the TEACH system. Only registered employees may teach or supervise in the District.

Teachers and administrators with a permanent, professional, or a Level III teaching assistant certificate issued before July 1, 2016 must apply for initial registration during the 2016-2017 school year during their birth month. These certificate holders must thereafter renew their registration every five years during their birth month.

Teachers and administrators with a professional or a Level III teaching assistant certificate issued on or after July 1, 2016 will be automatically registered. These certificate holders must thereafter renew their registration every five years during their birth month.

Certificate holders who do not timely register may not be employed and may be subject to monthly late fees after the first, transitional five-year registration period. Employees who change their name or address must also update SED within 180 days through the TEACH system.

Continuing Teacher and Leader Education (CTLE) Credit Hours

All District teachers and educational leaders with a professional or Level III teaching assistant certificate must complete 100 hours of acceptable CTLE during each five-year registration period to maintain a valid certificate. This requirement may be completed at any time over the course of a five-year period. Credit hours cannot carry over, however, 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.

The District will describe opportunities for teachers and administrators to engage in CTLE in its Professional Development Plan. The District will provide CTLE opportunities that improve student performance and the teacher's or administrator's pedagogical or leadership skills, and that promote professionalism. 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.

(Continued)

SUBJECT: REGISTRATION AND PROFESSIONAL DEVELOPMENT (Cont'd.)**Language Acquisition CTLE and Exemption**

Employees holding an English to speakers of other languages certificate or bilingual extension annotations are required to complete 50 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 at least 15 CTLE 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. Employees holding a Level III teaching assistant certificate must complete at least 15 CTLE hours in language acquisition addressing the needs of ELLs and integrating language and content instruction 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 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.

Any employee 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 for at least three years from the end of the applicable registration period. 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 also submit all required reports to SED each year.

Education Law §§ 3006, 3006-a, 3012-d
8 NYCRR §§ 80-6, 100.2(dd)

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

Adopted: 8/23/18

Personnel

SUBJECT: INCIDENTAL TEACHING

The Superintendent may assign a teacher to teach a subject not covered by such 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 in accordance with the requirements as enumerated in Commissioner's regulations.

Not later than 20 business days after such an assignment, the Superintendent shall 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 such 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 such 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 shall 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, shall terminate the incidental assignment. In the event that the application is approved, such approval shall be deemed to have commenced on the date of the incidental teaching assignment and shall 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

Adopted: 8/23/18

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

Adopted: 8/23/18

Personnel

SUBJECT: DISCIPLINING OF A TENURED TEACHER OR CERTIFIED PERSONNEL

The District may discipline tenured teachers and certain certified personnel in accordance with applicable law, including, without limitation, Education Law Sections 3012, 3020-a, and 3020-b; Commissioner's 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 listed in Criminal Procedure Law Section 65.20, 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 OF 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. Annulment and revocation will be conducted in accordance with Education Law Section 305(7-a).

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 under Penal Law Section 195.20 which makes it a Class E felony to obtain government property, services, or other resources in excess of \$1,000:

- a) Through a systemic ongoing course of conduct with the intent to defraud; or
- b) By false or fraudulent pretenses, representations, or promises; or
- c) To make use of the property, services, or other resources for private business or other compensable nongovernment purposes.

Annulment and revocation will be conducted in accordance with Education Law Section 305(7-b).

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

Adopted: 8/23/18

Personnel

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 of Education.

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 such 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 shall expect 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 shall 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

Adopted: 8/23/18

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.

Student teachers will be protected from liability for negligence or other acts resulting in accidental injury to any person by the District, as provided by law.

Substitute Teachers

A fully qualified substitute teacher will be employed, whenever possible, by the Superintendent in the absence of a regular teacher. It is recognized that fully certified persons will not always be available for employment as substitute teachers.

Eligibility for Service

There are three categories of substitutes:

- a) Substitutes with valid teaching certificates or certificates of qualification may serve in any capacity for any number of days. If employed on more than an itinerant basis, these substitutes will be employed in their certification area.
- b) Substitutes without a valid certificate, but who are completing collegiate study towards certification at the rate of not less than six semester hours per year may serve in any capacity for any number of days, in any number of school districts. If employed on more than an itinerant basis, these substitutes will be employed in their anticipated certification area.
- c) Substitutes without a valid certificate and who are not working toward certification may serve for no more than 40 days per school year. In extreme circumstances—where there is an urgent need for a substitute teacher—however, the District may employ this substitute teacher beyond the 40-day limit, for up to an additional 50 days (90 days total in a school year), if the Superintendent certifies that the District conducted a good-faith recruitment search and there are no certified teachers available who can perform the duties of the position.

(Continued)

SUBJECT: TEMPORARY PERSONNEL (Cont'd.)

In even more rare circumstances, the District may hire this substitute teacher beyond the 90 days only if the Superintendent attests that the District conducted a good-faith recruitment search, but there are still no certified teachers available who can perform the duties of the position and that the District needs a particular substitute teacher to work with a specific class or group of students until the end of the school year.

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

Reporting

The Superintendent will submit an annual report to the Commissioner concerning the employment of all uncertified teachers. The report will include:

- a) The number of substitute teachers authorized to be employed beyond the 40-day limit.
- b) The number of substitute teachers authorized to be employed beyond the 90-day limit.
- c) The required good-faith recruitment certifications for all teachers employed beyond the 40-day and 90-day limits.

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

Adopted: 8/23/18

2018

6310

Personnel

SUBJECT: APPOINTMENT - SUPPORT STAFF

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

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

Civil Service Law § 63

Adopted: 8/23/18

SUBJECT: SUPPLEMENTARY SCHOOL PERSONNEL**Teacher Aides**

In accordance with the regulations of the Commissioner, the Board of Education 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 shall be outlined by the Superintendent in accordance with Civil Service guidelines. Teacher aides shall be responsible to the building principal or designee.

A teacher aide may be assigned to assist teachers in such non-teaching duties 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 such services are determined and supervised by a teacher.

Teaching Assistants

In accordance with the regulations of the Commissioner, the Board of Education 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 such areas as foreign language, arts, crafts, music, and similar subjects; and
- e) Assisting in related instructional work as required.

(Continued)

Personnel

SUBJECT: SUPPLEMENTARY SCHOOL PERSONNEL (Cont'd.)

Teaching assistants who hold a pre-professional teaching assistant certificate shall have the same scope of duties as enumerated 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 such duties 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 shall be as mandated pursuant to Commissioner's regulations.

8 NYCRR § 80-5.6, 80-5.9

Adopted: 8/23/18

Personnel

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 allowed on a limited basis. 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.

(Continued)

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

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.

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 SCHOOL DISTRICT

Electronic mail or 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 shall use the District's designated email system, such as Lotus Notes or Microsoft Exchange, for all business-related email, including emails in which students or student issues are involved. Personal accounts and instant messaging shall 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 the 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 such 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 shall 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/debit card number and security code, or any access code/password that permits access to financial accounts or protected student records;
- e) Send or forward emails with comments or statements about the District that may negatively impact it; or
- 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.

(Continued)

SUBJECT: USE OF EMAIL IN THE SCHOOL DISTRICT (Cont'd.)**Personal Use**

Employees and authorized users may use the District's email system for limited personal use. However, employees and authorized users have no expectation of privacy in email use. Personal use does not include chain letters, junk mail, and jokes. Employees and authorized users shall not 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 shall not 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 shall 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 consequently be deleted, purged, or destroyed after they have been retained for the requisite time period established in the ED-1 schedule.

Training

Employees/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.

Sanctions

The Computer Coordinator may report inappropriate use of email by an employee/authorized user to the employee/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.

(Continued)

SUBJECT: USE OF EMAIL IN THE SCHOOL DISTRICT (Cont'd.)**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 School District
#5670 -- Records Management
#6410 -- Staff Use of Computerized Information Resources
#8271 -- Internet Safety/Internet Content Filtering

Personnel

SUBJECT: EMPLOYEE PERSONNEL RECORDS AND RELEASE OF INFORMATION**Personnel Records**

Administrative regulations will be developed to implement the terms of this policy to maintain a personnel file for each teacher, administrator and support staff member employed by the District.

Regulations and procedures will be developed addressing the inspection by District employees of their personnel files.

Release of Personnel Information

All steps should be taken to protect the privacy of the employees of the School District. To ensure the individual's privacy, directory or confidential information should not be shared with a third party except in the following situations:

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

Procedures for obtaining consent for release of records to third parties shall be developed by the administration.

Release of Information Concerning Former Employees

The District shall not release information concerning the employment records, personnel file or past performance of a former employee, unless such information is required to be disclosed by law. Only the initial and final dates of employment and the position held shall 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

Adopted: 8/23/18

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

Personnel

SUBJECT: HONORARIUM RECEIVED BY SCHOOL PERSONNEL

The Cairo-Durham Central School District acknowledges the benefit to both the District and the employee when another school system, governmental unit, or other organization requests that an employee of the School District be engaged as a paid consultant to further the educational knowledge of others. While the District is aware that such consultant services may have benefits, an employee who requests, and is granted time away from their regularly assigned duties to perform consultant services on normal work days, shall be obligated to reimburse the District for the cost of the substitute that would be required. The rest of the honorarium would be retained by the employee. The intent is that there would be no additional cost to the District.

SUBJECT: NEGOTIATIONS**Legal Status**

The legal status for negotiations is the Public Employees' Fair Employment Law (Taylor Law), Civil Service Law Article 14.

Organizations recognized for the purposes of collective bargaining include:

- a) Cairo-Durham Teachers' Association (CDTA);
- b) Civil Service Employees' Association (CSEA);
- c) Cairo-Durham Administrators' Association (CDAA).

Personnel

SUBJECT: INCORPORATION OF COLLECTIVE BARGAINING AGREEMENTS

The Cairo-Durham Central School District Board of Education recognizes its responsibility under the Taylor Law to abide by all the terms and provisions of the collective bargaining agreements which the District has entered into with its employee bargaining units. The Board therefore establishes that the terms and provisions of all such agreements shall be adhered to by the District as if it were Board policy, and that the Superintendent of Schools shall be responsible for ensuring compliance with the terms and conditions agreed to in each such agreement. Furthermore, in any situation where a provision of such an agreement conflicts with a policy duly established by the Board, then the collective bargaining agreement's provision shall supersede that portion of the Board's policy with which it conflicts; except that no provision of a collective bargaining agreement by which the District is otherwise obliged shall be deemed to require that the Board act contrary to law in superseding what is required or prohibited by a Board policy.

Civil Service Law Article 14

Adopted: 8/23/18

2018

6450

Personnel

SUBJECT: THEFT OF SERVICES OR PROPERTY

The theft of services or property from the District by an employee will result in immediate disciplinary action that can lead to dismissal or other penalty, and shall not preclude the filing of criminal or civil charges by the District.

Penal Law § 165.15

Adopted: 8/23/18

SUBJECT: HEALTH INSURANCE

Health insurance for certified and support staffs shall be in accordance with their respective negotiated agreements and applicable law.

Continuation of Medical Insurance Coverage at Termination of Employment

Under the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), employees and their dependents are eligible to continue their insurance coverage when termination of their insurance is due to a reduction in their hours worked, or upon termination of their employment.

Under COBRA, employees generally may continue their group health insurance coverage for up to 18 months. In addition, with the exception of those in self-funded or self-insured plans, employees who have exhausted their federal COBRA coverage may extend their coverage for up to an additional 18 months, for a total period of 36 months, under New York Insurance law.

Dependents of employees are eligible to continue their insurance for up to 36 months upon occurrence of one of the following events:

- a) Death of the covered employee; or
- b) Divorce or legal separation from the covered employee; or
- c) An employee becomes eligible for Medicare and ceases to participate in the employer-sponsored plan; or
- d) The dependents of a covered employee reach the maximum age for dependent coverage.

Those who are eligible to continue coverage have up to 60 days to complete the Continuation of Coverage Election Form. Premiums and administrative costs will be paid in accordance with law.

American Recovery and Reinvestment Act of 2009, Public Law 111-5
Consolidated Omnibus Budget Reconciliation Act of 1985
Insurance Law § 3221(m)(4)(5) and (6)
Patient Protection and Affordable Care Act (ACA), Public Law 111-148

Adopted: 8/23/18

2018

6520

Personnel

SUBJECT: WORKERS' COMPENSATION

Employees injured in the performance of their duties are covered by Workers' Compensation Insurance. Employees shall report work-related injuries immediately to their immediate supervisor. Delay in reporting, if necessary, must be justified to the satisfaction of the Board of Education and/or the insurance agency.

Reimbursement for Workers' Compensation Insurance benefits shall be in accordance with their respective negotiated agreements.

Education Law §§ 1604(31), 1709(34) and 2503(10)

Adopted: 8/23/18

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.

For purposes of Education Law Section 3811, the employee must give written notice to the Board within five days after service of process upon him or her and must deliver the original or a copy of the relevant legal documents to the Board within ten days after service of process upon him or her.

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.

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. 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

(Continued)

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

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

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 Breast Cancer and Prostate Cancer

Employees will be granted up to four hours of paid leave on an annual basis to undertake a screening for breast cancer; employees will be granted up to four hours of paid leave on an annual basis to undertake a screening for prostate cancer (i.e., male employees are entitled to a total of eight hours for both screenings). This leave will be excused leave and will not be charged against any other leave to which the employee is entitled.

- c) Blood Donation

The District must either, at its option:

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

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

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

(Continued)

Personnel

SUBJECT: LEAVES OF ABSENCE (Cont'd.)

d) Bone Marrow Donation

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

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.

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

(Continued)

SUBJECT: LEAVES OF ABSENCE (Cont'd.)

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, 159-b and 159-c
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

Adopted: 8/23/18

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. Full-time teachers meet the 1,250-hour test.

The District uses a fixed leave year based on the fiscal year 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 EntitlementsMilitary 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 must use paid leave concurrently with periods of FMLA leave.

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.

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.

(Continued)

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

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.

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.

(Continued)

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

Family and Medical Leave Act of 1993 (as amended), Public Law 103-3
National Defense Authorization Act of 2008, Public Law 110-181
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 -- Uniformed Services Employment and Reemployment Rights Act (USERRA)/Military Leaves of Absence

Personnel

SUBJECT: UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)/MILITARY LEAVES OF ABSENCE

In accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and state law, the School District, upon advance notice by the employee, shall grant leaves of absence for service in the uniformed services and/or military duty (hereinafter referred to as "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 all the circumstances.

Employment Rights

Time during which an employee is absent pursuant to military leave shall not constitute an interruption of continuous employment in the School District and no such employee shall 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 such absence; nor shall any employee be prejudiced by reason of such absence with reference to continuance in employment, reemployment, reinstatement, transfer or promotion.

Salary/Compensation

Every employee shall 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 such duty. This payment of salary/compensation shall not exceed a total of 30 days or 22 working days, whichever is greater, in any one calendar year; and shall not exceed 30 days or 22 working days, whichever is greater, in any one continuous period of such 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 School 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: UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)/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 School District employee who is a member of any pension or retirement system may elect to contribute to such pension or retirement system the amount which he or she would have contributed had such employment been continuous. Upon making such contribution, the employee shall 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 such contributions are paid, absence while engaged in the performance of military duty shall be counted in determining the length of total service under such 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, as the result of Non-Contributory Military Service Credit legislation signed as Chapter 326 of the Laws of 2005.

Time during which an employee is absent on military duty shall not constitute an interruption of continuous employment, but such time shall 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

(Continued)

SUBJECT: UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)/MILITARY LEAVES OF ABSENCE (Cont'd.)

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.

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 pursuant to the United States Code), to a combat theater or combat zone of operations shall be allowed up to ten days unpaid leave by their employer. Such leave shall only be used when such person's spouse is on leave from the armed forces of the United States, National Guard or reserve 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 shall not include independent contractors.

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

Reemployment/Restoration Rights ("Escalator Principle")

Per USERRA, as a general rule, the 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." The escalator principle requires that the employee be reemployed in a position that reflects with reasonable certainty the pay, benefits, seniority, and other job benefits that he or she would have attained if not for the period of military service.

Depending on the circumstances/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 shall 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.

(Continued)

SUBJECT: UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)/MILITARY LEAVES OF ABSENCE (Cont'd.)

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

All other rights, benefits, and responsibilities of a District employee serving in the military shall be in accordance with law, regulations, and/or the applicable contract/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 such employee is absent on military duty shall be credited as satisfactory service during this probationary period.

Teachers/Supervisory Staff

In any case where a "teacher" (*as defined in State Education Law Section 3101, the term "teacher" encompasses 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 shall be credited as satisfactory service during this probationary period. If the end of such 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 of Education for a period not to exceed one year from the date of termination of military duty. However, in no event shall the period of probationary service in the actual performance of teaching services extend beyond that required by the School 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, such greater employment right or benefit will supersede this federal law.

(Continued)

SUBJECT: UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)/MILITARY LEAVES OF ABSENCE (Cont'd.)

Notice of Rights and Duties

The District shall 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 such 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 electronic mail).

The U.S. Department of Labor has developed and made available on its website (<http://www.dol.gov/vets/programs/userra/poster.htm>) a poster for use by private and state employers (including school districts) that can be posted in order to comply with the notification mandate.

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 -- Certifications and Qualifications
#6213 -- Registration and Professional Development
#6551 -- Family and Medical Leave Act (FMLA)

Adopted: 8/23/18

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

Adopted: 8/23/18

Personnel

SUBJECT: EMPLOYMENT OF RETIRED PERSONS

A retired person may be employed and earn compensation in a position in the School 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 shall be no earning limitations on or after the calendar year in which any 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, as discussed below.

Two sections of the Retirement and Social Security Law (RSSL Section 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 \$30,000 (the RSSL 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. This may help avoid a reduction or suspension of the retiree's pension. (Refer to subheading below for more information regarding RSSL Section 211 and the approval process.)

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.

RSSL Section 211 Approval Process

Approval for post-retirement employment of a person under the age of 65 whose calendar year earnings exceed \$30,000 may be granted only on the written request of the District giving detailed reasons related to the standards 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 such certification is required.

The District will prepare a detailed recruitment plan to fill such 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 such position.

(Continued)

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

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 RSSL 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 \$30,000 or if he or she receives a Section 212 waiver, or other conditions exist as enumerated in law.

Reporting Requirements and Disclosure

- a) The School District shall report all money earned by a retired person in its employ in excess of the earnings limitation outlined in Retirement and Social Security Law 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 School 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, shall report on an annual basis to the retirement system paying such retirement allowance and to the State Comptroller. This report shall 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 such request shall be a public record open for inspection in the Office of the Civil Service Commission, the Commissioner of Education, or the Board of Education making such findings and determination as specified in Retirement and Social Security Law Section 211.

Education Law § 525

Retirement and Social Security Law §§ 111, 211, 212, 217, and 411

Adopted: 8/23/18