

SAUQUOIT VALLEY CENTRAL SCHOOL  
Sauquoit, NY 13456

**Tuesday, June 18, 2024**

**6:00 p.m. - Regular Meeting  
High School Library**

**PUBLIC AGENDA**

- ITEM #1 Call Meeting to Order
- ITEM #2 Pledge of Allegiance
- ITEM #3 Presentation(s)
  - 1. Music
- ITEM #4 Board of Education Sub-Committee Reports
  - A. Board Operations/Relationships/Development
  - B. Facilities and Transportation
  - C. Technology
  - D. Extra-Curricular Activities
  - E. Curriculum and Instruction
  - F. School Boards Institute (SBI)
  - G. Audit/Finance Committee
    - 1. Revenue Report
    - 2. Appropriations Report
  - H. Policy Committee
- ITEM #5 Superintendent's Report
  - 5.1 Graduation is June 28 in the stadium pending weather.
  - 5.2 Board Member attendance at Graduation?
  - 5.3 Contact information (corrections submit to Board Clerk).
  - 5.4 Sports Update
- ITEM #6 Old Business
- ITEM #7 New Business
  - 7.1 Appointment of Teacher

**Recommended Motion:** to appoint Nathaniel DePerno, to the position of teacher in the physical education tenure area, in the elementary school, for probationary period of four (4) years to commence September 1, 2024 and to expire September 1, 2028 (This expiration date is tentative and conditional only. Except to the extent required by the applicable provisions of Section 3012 of the Education Law, in order to be granted tenure the teacher must receive composite or overall annual professional performance review ratings pursuant to Section 3012-c and/or 3012-d of the Education Law of either effective or highly effective in at least three (3) of the four (4) preceding years, and if the teacher receives an ineffective composite or overall rating in the final year of the probationary period the teacher shall not be eligible for tenure at that time).

7.2 Appointment of Mentor Teacher

**Recommended Motion:** to appoint Lindsay Kidder as a mentor teacher to Nathaniel DePerno for the 2024-25 academic year.

7.3 Athletic Appointments – Fall 2024-25

**Recommended Motion:** that the following people be appointed to fall athletic coaching positions for the 2024-25 school year contingent upon student athlete participation in each sport and pending completion of adult basic CPR and approval of coaching certifications.

POSITION	LEVEL	GENDER	NAME
Cheerleading	Varsity	Boys/Girls	Tara Litz
Cross Country	Head Coach	Boys/Girls	John Nicotera
Cross Country	Modified	Boys/Girls	Scott Prichard
Field Hockey	Varsity	Girls	Emily LaSalle
Football	Varsity	Boys	Joe Inglis
Football	Assistant Varsity	Boys	Todd Martin
Football	Modified	Boys	Doug Jones
Football	Modified Assistant	Boys	Steve Messenger
Soccer	Varsity	Boys	Daniel Dygert
Soccer	Varsity	Girls	Daniel George
Soccer	JV	Girls	Brittney Kuhn
Soccer	Modified	Girls	Scot Alsante
Tennis	Varsity	Girls	Lindsay Kidder
Tennis	Varsity (Volunteer)	Girls	Isabella Arrigo

7.4 MOA (Memorandum of Agreement) for Director of Technology

**Recommended Motion:** to appoint Keith Kempney as a teacher on special assignment to serve as the District’s Director of Technology for the 2024-25 school year.

7.5 MOA (Memorandum of Agreement) for Director of Athletics

**Recommended Motion:** to appoint Doug Jones as a teacher on special assignment to serve as the District’s Athletic Director for the 2024-25 school year.

7.6 Approval of Agreement with Upstate Cerebral Palsy (Tradewinds Program) for 2024-2025 school year.

**Recommended Motion:** to approve the agreement between Sauquoit Valley Central School District and Upstate Cerebral Palsy (Tradewinds Program) to provide certain educational services for students with disabilities in the 2024-25 school year.

7.7 Approval of Agreement with Developmental Therapy Associates

**Recommended Motion:** to approve the agreement between the Sauquoit Valley Central School District and Developmental Therapy Associates for the 2024-2025 school year.

7.8 Board of Education Meeting Dates

**Recommended Motion:** to approve the Board of Education meeting dates for the 2024-2025 school year as follows:

July 9 (Organizational Meeting)	February 11
August 13	March 11
August 27	March 25
September 10	April 8
October 15	April 29
November 12	May 13 (Budget Hearing)
December 10	May 20 (Budget Vote & Meeting)
January 14	June 10
January 28	

Budget workshops will precede each meeting starting February 11 to April 29.

7.9 Salaries for Confidential Employees 2024-2025

**Recommended Motion:** to approve salaries for the following individuals for the 2024-2025 school year:

TITLE	SALARY
Business Administrator	\$120,000
Director of Facilities III	\$68,000
Transportation Supervisor	\$68,640
Confidential Secretary To Superintendent plus stipend	\$55,423

7.10 Revised/Reviewed Policies

**Recommended Motion:** to approve the revised/reviewed policies listed below:

- a) 0015 Equal Opportunity & Prohibition of Discrimination & Harassment
- b) 0015.1 Report to Possible Discrimination Harassment
- c) 0015-2 DASA Incident Reporting Form
- d) 0022 Tobacco Nicotine & E-Cigarette Use Prohibited
- e) 2005 Evaluation of the Superintendent
- f) 2011 Expense Reimbursement for Board Members
- g) 5063 Data Privacy Agreement Policy
- h) 6009 Prohibition of Sexual Harassment & Discrimination in the Workplace
- i) 6009.1 Report of Possible Sexual Harassment

7.11 Approval to Fund the Teacher Retirement System Contribution Reserve

**Recommended Motion:** that the Board of Education approve funding of the TRS Contribution Reserve in the amount of \$100,000. Funding to be provided with excess funds available from operations for the 2023-24 school year. (Note: this reserve was established at the May 10, 2022 board meeting and currently has a balance of \$263,704.13 this action item will increase the balance to \$363,704.13. The 2024-25 adopted budget will utilize \$100,000 from this reserve).

7.12 Approve Additional Funding of the Retirement Contribution Reserve Fund

**Recommended Motion:** that the Board of Education approve funding of the Retirement Contribution Reserve Fund in the amount of \$200,000. Funding to be provided with excess funds available from operations for the 2023-24 school year. (Note: this reserve was established at the September 25, 2018 board meeting and currently has a balance of \$635,369.48, this action item will increase the balance to \$835,369.48. The 2024-25 adopted budget will utilize \$150,000 from this reserve).

7.13 Approval to Fund Employee Benefit Accrued Liability Reserve

**Recommended Motion:** BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education establish the Employee Benefit Accrued Liability Reserve as authorized by General Municipal Law Section 6-p and that the newly established reserve be funded with \$100,000 of funds from the 2023-24 fiscal year operations.

7.14 Treasurer’s Reports of Balances

**Recommended Motion:** that the Treasurer’s Reports of Balances be approved as presented dated July 1, 2023 to May 31, 2024.

7.15 Resolution Authorizing Payment of Bills Approved by the Claims Auditor

**Recommended Motion:** that authorization be given regarding the payment of bills approved by the claims auditor signed June 12, 2024.

7.16 Approval of Minutes of the June 4, 2024 Meeting

**Recommended Motion:** that the minutes of the June 4, 2024 meeting be approved.

7.17 Committee on Special Education Recommendations

**Recommended Motion:** that the Board of Education upon completion of its review of the IEP in accordance with Section 200.4(d)(2) of the Regulations of the Commissioner agrees to arrange for appropriate special education programs and services for students numbered 1401218, 1401658, 1401287, 1401521, 1401399, 1401366, 1401542, 1400944, 1400709, 103092, 1401442, 1400572, 1400984, 1400784, 1400889, 1400542, 1401723, 102886, 1400755, 1401236, 102901, 1400420, 1400420, 103234, 102587, 103268, 1401851, 1401809, 1401846, 1401816, 1401817, 1401813, and 1401921 as recommended by the Committee on Special Education.

**Motion to approve 7.1 - 7.17**  
**made by \_\_\_\_\_, seconded by \_\_\_\_\_.**  
**Carried: Ayes \_\_\_\_\_, Nays \_\_\_\_\_.**

ITEM #8 Miscellaneous Topics

ITEM #9 Public to be Heard

ITEM #10 Executive Session

**Recommended Motion:** that the Board of Education go into executive session at \_\_\_\_\_ p.m. to discuss \_\_\_\_\_.

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_.  
 Carried: Ayes \_\_\_\_\_, Nays \_\_\_\_\_.

The executive session was declared over by the Board President at \_\_\_\_\_ p.m.

ITEM #11 Adjournment

**Recommended Motion:** that the meeting be adjourned. The meeting was adjourned at \_\_\_\_\_ p.m.

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_.  
 Carried: Ayes \_\_\_\_\_, Nays \_\_\_\_\_

UPCOMING EVENTS/MEETINGS			
DAY(S)	DATE(S)	TIME(S)	EVENT
Wednesday	June 19		NO School
Thursday	June 20	7:00 p.m.	SVFAB Meeting MS Cafe
Monday	June 24	11:30 a.m.	Early Dismissal Elem.
Tuesday	June 25		Student's Last Day
Tuesday	June 25	10:45 a.m.	Graduation Practice
Tuesday	June 25	10:45 a.m.	Early Dismissal MS
Tuesday	June 25	11:30 a.m.	Early Dismissal ES
Tuesday	June 25	7 p.m.	8 <sup>th</sup> Grade moving up HS Auditorium
Tuesday	June 25		End of Marking Period
Wednesday	June 26		MS Report Cards Mailed
Friday	June 28		Graduation, Stadium Inclement weather - Gym

Sauquoit Valley Central School District – Personnel Report School year 2023-2024

Board of Education Meeting: **6/18/2024**

NAME	TENURE AREA/ CIVIL SRV. TITLE	ASSIGNMENT	CERTIFICATION	SALARY/RATE OF PAY	EFFECTIVE DATE	END OF PROBATIONARY APPT.
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The commencement dates of the appointments are "subject to the employees' obtaining all necessary clearances from the State Education Dept."

**I. Appointment**

Nathaniel DePerno	PE	Teacher		\$43,659 pending paperwork	9/1/2024	9/1/2028
Lindsay Kidder		Mentor		\$850	9/1/2024	

**II. Leave**


**III. Coaches**

Tara Litz		Cheerleading		Per Contract	Fall Sport	
John Nicotera		Cross Country		Per Contract	Fall Sport	
Scott Prichard	Modified	Cross Country		Per Contract	Fall Sport	
Emily LaSalle	Varsity	Field Hockey		Per Contract	Fall Sport	
Joe Inglis	Varsity	Football		Per Contract	Fall Sport	
Todd Martin	Asst. Varsity	Football		Per Contract	Fall Sport	
Doug Jones	Modified	Football		Per Contract	Fall Sport	
Steve Messenger	Asst. Mod.	Football		Per Contract	Fall Sport	
Daniel Dygert	Varsity	Soccer		Per Contract	Fall Sport	
Daniel George	Varsity	Soccer		Per Contract	Fall Sport	
Brittney Kuhn	JV	Soccer		Per Contract	Fall Sport	
Scot Alsante	Modified	Soccer		Per Contract	Fall Sport	
Lindsay Kidder	Varsity	Tennis		Per Contract	Fall Sport	
Isabello Arrigo	Varsity	Tennis		Volunteer	Fall Sport	

**Teacher Key:** "C" Certification Listed or "N" Uncertified

**Teacher Assistant Key:** "C" Certified Teacher Assistant, "CTA I" Certified Teaching Assistant Level I, "CTA II" Certified Teaching Assistant Level II, "CTA III Certified Teaching Assistant Level III, "TAP" Pre-Professional

**Coaches:** "CPE Certified Physical Education Teacher, "C" Certified Teacher, "TCL" Temporary Coaching License, "PCL" Professional Coaching License

**MEMORANDUM OF AGREEMENT**  
**by and between**  
**Sauquoit Valley Central School District,**  
**Sauquoit Valley Teachers Association,**  
**-and-**  
**Keith Kempney**

Agreement dated the \_\_\_th day of \_\_\_ 2024, by and between The Sauquoit Valley Central School District (“District”), the Sauquoit Valley Teachers Association (“SVTA”), and unit member and tenured Employee Keith Kempney (“Employee”), (collectively referred to as the “Parties”)

WHEREAS, the Association and the District are parties to a collective bargaining agreement covering the period July 1, 2021 through June 30, 2027; and,

WHEREAS, the district has elected to create the position entitled, “Director of Technology,” for the 2024-2025 school year; and,

WHEREAS, Sauquoit Valley Teachers Association member, Keith Kempney, has expressed interest in filling the position titled “Director of Technology” (hereinafter referred to as the “DOT”) and the District desires to appoint him as Teacher on Special Assignment (“TOSA”) to this appointment for the 2024-2025 school year; and,

WHEREAS, the parties wish to clarify the responsibilities and terms and conditions of employment of the “DOT” for the 2024-2025 school year.

NOW, THEREFORE, the parties agree as follows:

1. The title of DOT will be filled by a teacher on special assignment (TOSA) in the SVTA for the 2024-2025 school year.
2. For the 2024-2025 school year, the Employee shall be assigned as a TOSA in the position of Director of Technology and shall be required to spend no more than fifty (50) percent of the contractual workday teaching students in the Technology Education tenure area, with time built into the daily schedule for class prep, the remaining time in the workday will be spent performing duties as DOT to remain a full-time employee.
3. In the capacity of DOT, the Employee shall be entitled to all provisions of the Collective Bargaining Agreement and shall accrue seniority in his appointed tenure area. In the event the District discontinues the special assignment at any time, the Employee will be returned to his full-time teaching activities in his tenure area, without any break in service.



4. In addition to his normal duties as a teacher, the Employee will perform additional duties as the Director of Technology, including, but not limited to:

Oversight

- A. Develop and update district technology plan
- B. Represent the district as Site Administrator to Model Schools
- C. Carry out all duties of Site Administrator: reimbursement forms, end of year reports, learning experiences, COSER requirements, committee representation
- D. Data Coordinator for Ed Law 2D
- E. Monitor filtering software and making appropriate adjustments (Lightspeed)
- F. Set up and maintain staff accounts for Schooltool, Windows AD, Google Apps and ParentSquare
- G. Serve as the district administrator for email
- H. Coordinate building level and district technology committees. At least 3 meetings per year.
- I. Report to BOE as needed

Hardware

- J. Coordinate the purchase and distribution of technology equipment to insure that the needs of the district are being met in the most cost effective manner, as well as maintain an inventory of said technology equipment
- K. Configures local workstations as needed
- L. Maintain and repair computer equipment

Software

- M. Coordinate the purchase of computer software to meet the district's standard
- N. Install and support school-wide software applications
- O. Support, maintain and troubleshoot school-wide operating systems including but not limited to: Windows, iOS (iPads), Chrome OS (Chromebooks), ViewSonic(Interactive Flat Panels)
- P. Provide support with administrative software including but not limited to – SchoolTool, Google Apps, ParentSquare

Network

- Q. Serve as network administrator for all networks – set up and maintain student accounts; set up and maintain staff accounts
- R. Establish and/or maintain network security
- S. Support, maintain and troubleshoot, as needed
- T. Maintain network procedures to ensure regular system backups on a timely basis
- U. Acquire and update skills as necessary for effective network management

Staff Support & Training

- V. Oversee Online Mandatory Staff Training.
- W. Provide consultation for teachers, administrators and support staff to assist with problems and concerns that arise on a daily basis

- X. Provide technical assistance to staff relative to hardware and software troubleshooting
  - Y. Work with student groups on technology integration as requested
  - Z. Oversee building-level instructional tech coaches and work with them, as well as the tech committees to develop and implement a district level instructional tech, and technology training plan.
5. The DOT shall receive a stipend of four-thousand three hundred and fifty-one dollars (\$4,351) for their twelve months of service.
  6. The District shall annually evaluate the duties and responsibilities of the DOT to determine whether the title will be filled in the subsequent school year and/or whether the title will be filled by a SVTA member.
  7. The District shall notify Keith Kempney by April 30th of the 2024-2025 school year of their plans to continue this position into the next school year.
  8. The Parties acknowledge the above understanding is being made based on the circumstances involving the DOT and this agreement will not constitute an agreement that the DOT services are exclusive bargaining work of the Association and that the District may, in the future, assign a non-bargaining unit member to this position.
  9. By their signatures below, the parties indicate their voluntary consent to the DOT special assignment under the terms and conditions noted herein.
  10. This Memorandum of Agreement will become effective upon the date of its ratification by the respective parties.
  11. All terms and conditions of the Collective Bargaining Agreement between the District and the Association are in full force and effect. Entering into this agreement shall not modify the Collective Bargaining Agreement and shall not set any precedent or practice regarding any aspect of the Agreement. This Agreement shall expire on June 30, 2025 and be of no further force or effect beyond that day.
  12. This Agreement shall not be admitted into evidence in any judicial or quasi-judicial forum including but not limited to collective bargaining, grievance arbitration, PERB hearing, court matter or any other similar proceeding except for the purpose of enforcing the provisions of this Agreement. Such enforcement proceeding shall be initiated by the Association in accordance with the grievance and arbitration provision of the collective bargaining agreement.
  13. In the event there is a dispute as to the interpretation or application of this Memorandum of Agreement, said dispute shall be resolved using the parties negotiated grievance procedure.

14. This Agreement may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

In WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Stayton, Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michelle Babbie, SVTA President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keith Kempney, Employee

**MEMORANDUM OF AGREEMENT**  
**by and between**  
**Sauquoit Valley Central School District,**  
**Sauquoit Valley Teachers Association,**  
**-and-**  
**Douglas Jones**

Agreement dated the \_\_\_th day of \_\_\_ 2024, by and between The Sauquoit Valley Central School District (“District”), the Sauquoit Valley Teachers Association (“SVTA”), and unit member and tenured Employee Douglas Jones (“Employee”), (collectively referred to as the “Parties”)

WHEREAS, the Association and the District are parties to a collective bargaining agreement covering the period July 1, 2021 through June 30, 2027; and,

WHEREAS, the district has elected to create the position entitled, “Athletic Director,” for the 2024-2025 school year; and,

WHEREAS, Sauquoit Valley Teachers Association member, Douglas Jones, has expressed interest in filling the position titled “Athletic Director” (hereinafter referred to as the “AD”) and the District desires to appoint him as Teacher on Special Assignment (“TOSA”) to this appointment for the 2024-2025 school year; and,

WHEREAS, the parties wish to clarify the responsibilities and terms and conditions of employment of the “AD” for the 2024-2025 school year.

NOW, THEREFORE, the parties agree as follows:

1. The title of AD will be filled by a teacher on special assignment (TOSA) in the SVTA for the 2024-2025 school year.
2. For the 2024-2025 school year, the Employee shall be assigned as a TOSA in the position of Athletic Director and shall be required to spend fifty (50) percent of the contractual workday teaching students in the Health & Physical Education tenure areas, with time built into the daily schedule for class prep, the remaining time in the workday will be spent performing duties as AD to remain a full-time employee.
3. In the capacity of AD, the Employee shall be entitled to all provisions of the Collective Bargaining Agreement and shall accrue seniority in his appointed tenure area. In the event the District discontinues the special assignment at any time, the Employee will be returned to his full-time teaching activities in his tenure area, without any break in service.

4. In addition to his normal duties as a teacher, the Employee will perform additional duties as an Athletic Director, as per the Athletic Director job description included in Board Policy involving, but not limited to:
  - a. Coordinating the Athletic Program for the district in grades 7-12.

The AD shall receive two separate stipends for their twelve months of service. The first stipend of One thousand five hundred dollars (\$1,500) shall be paid for work performed between July 1, 2024 and August 31, 2024. The second stipend of Seven thousand eight hundred and seventy-seven dollars (\$7,877) shall be paid for work performed between September 1, 2024 through June 30, 2025.

5. The District shall annually evaluate the duties and responsibilities of the AD to determine whether the title will be filled in the subsequent school year and/or whether the title will be filled by a SVTA member.
6. The District shall notify Douglas Jones by April 30<sup>th</sup> of the 2024-2025 school year of their plans to continue this position into the next school year.
7. The Parties acknowledge the above understanding is being made based on the circumstances involving the AD and this agreement will not constitute an agreement that the AD services are exclusive bargaining work of the Association and that the District may, in the future, assign a non-bargaining unit member to this position.
8. By their signatures below, the parties indicate their voluntary consent to the AD special assignment under the terms and conditions noted herein.
9. This Memorandum of Agreement will become effective upon the date of its ratification by the respective parties.
10. All terms and conditions of the Collective Bargaining Agreement between the District and the Association are in full force and effect. Entering into this agreement shall not modify the Collective Bargaining Agreement and shall not set any precedent or practice regarding any aspect of the Agreement. This Agreement shall expire on June 30, 2025 and be of no further force or effect beyond that day.
11. This Agreement shall not be admitted into evidence in any judicial or quasi-judicial forum including but not limited to collective bargaining, grievance arbitration, PERB hearing, court matter or any other similar proceeding except for the purpose of enforcing the provisions of this Agreement. Such enforcement proceeding shall be initiated by the Association in accordance with the grievance and arbitration provision of the collective bargaining agreement.

12. In the event there is a dispute as to the interpretation or application of this Memorandum of Agreement, said dispute shall be resolved using the parties negotiated grievance procedure.

13. This Agreement may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

In WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Stayton, Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michelle Babbie, SVTA President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Douglas Jones, Employee

Agreement by and between the Districts,

Sauquoit Valley Central School District  
2601 Oneida Street  
Sauquoit, NY 13456

And the Contractor,

Upstate Caring Partners  
125 Business Park Drive  
Utica, NY 13502

Whereas, the Superintendent of the District, hereinafter called the Superintendent, is charged with the responsibility to provide certain education services for students with disabilities in the District in compliance with Public Law 94-142, of the New York State Education Law and Part 200 thereof the Regulations of the Commissioner of Education, and

Whereas, the Superintendent may provide these educational services through an authorized organization and

Whereas, the Contractor is such authorized organization and

Whereas, the Contractor under terms of its corporate authority has the power to provide certain educational services set forth in this agreement and

Whereas, the District believes that the amount of funds to be paid to the Contractor is reasonable and necessary and

Whereas, it is programmatically desirable for the District to contract with the Contractor for the performance of these services.

Now, THEREFORE, the parties in consideration of the above do covenant and agree as follows:

1. Participation by the District in the referral of a child with a disability and the admission process of the Contractor shall be defined in the admission policy procedures of the Contractor with regard to age and types of placement. Decision as to referral for enrollment of a child for educational services under this contract shall be that of the District. Decision as to acceptance of such a child for the enrollment in the school of the Contractor will be that of the Contractor, as defined in the admission policy.
2. As part of the referral process, the District will provide complete school records to the Contractor. These should include previous report cards, achievement test records, IEP's, evaluations and assessments.
3. The District and the Contractor will work together in preparing the child for enrollment in the school of the Contractor.

4. The District shall pay tuition costs while the child is enrolled in the school of the Contractor. The prospective tuition rates, inclusive of Related Services, will remain in effect until reconciliation rates are set by the New York State Education Department, as per their rate methodology, reconciliation adjustments will be billed and owed upon notification. Tuition will be paid for all days of enrollment and shall also be paid for all days of absence due to illness, absence for legal and illegal reasons, teacher conferences, work days or others as defined by the Regulations of the Commissioner of Education. In addition, the District will also pay for agreed upon services with the Contractor, which are deemed necessary for the educational well-being of the student and which would be above the normal tuition rate.

Tuition will be charged for the day of enrollment in the school of the Contractor and for the day of discharge. Tuition will be charged during the time of enrollment and until the child has left the school of the contractor for one of the following reasons: Death, withdrawal from the school of the Contractor by the District, the appropriate Social Services Agency, the appropriate Family Court, or any of these in concert:

Withdrawal of the child by the parent or guardian where such is legally permissible, verified admission of the child to another school setting; protracted absence due to illness or such reason to make withdrawal agreeable to the parties of this agreement.

Tuition will be billed on a monthly basis for the 10 month program and payment is due and owed upon receipt of the tuition bill. Tuition will be billed at the end of the 30 day summer program and is due and owed upon receipt of the tuition bill.

5. During the enrollment of the child, the Contractor will provide special education services to the child in accordance with applicable laws and regulations. This will include classroom instruction, on the child's development level and individual or group occupational, speech and/or physical therapy sessions as defined by the (IEP) Individualized Education Plan.
6. The Contractor will maintain consultation with the District about the progress of the child. Such consultation may take the form of written reports, personal conferences, or telephone conferences. Personnel from the District will be welcomed to visit the Contractor for such consultative purposes or for classroom visits, with such visits to be arranged by appointments.
7. This contract shall be in effect as of July 1, 2024 through June 30, 2025.



\_\_\_\_\_  
Geno DeCondo,  
Executive Director  
Upstate Caring Partners

06/01/2024

\_\_\_\_\_  
Date

\_\_\_\_\_  
School District

Sauquoit Valley CSD  
David Stayton  
Superintendent of Schools

\_\_\_\_\_  
Date





**Developmental Therapy Associates  
Occupational & Physical Therapy, PLLC**

44 Dwight Ave., Clinton, NY 13323  
Phone 315-723-2886

**AGREEMENT**

AGREEMENT, made May 15, 2024 by and between Sauquoit Valley Central School District with offices in Sauquoit, NY 13456, hereinafter called "THE DISTRICT" and Developmental Therapy Associates of Clinton, NY 13323, hereinafter called "DTA" to provide special services or programs, specifically, Physical and/or Occupational Therapy in accordance with the United States Public Laws 99-142, 99-457, and 102-119 (IDEA), and Chapter 853 of the New York Laws of 1976 and the New York Regulations of the Commissioner of Education.

**WITNESSETH**

WHEREAS, The District is charged with the responsibility of providing suitable educational opportunities for students identified by the District to provide special services or programs for such identified students within the District, and WHEREAS, The District is authorized and empowered to contract for such services or programs for the identified students as it shall deem reasonable and appropriate after the consideration of the recommendations of the local Committee on Special Education or administration, and WHEREAS, The District, after consideration of the recommendations of the Committee on Special Education or administration, has deemed Occupational and/or Physical Therapy to be reasonable and appropriate services for certain children within The District, and The District desires to contract with DTA to provide Physical and/or Occupational Therapy to said identified students.

NOW, THEREFORE, in consideration of the above, and the mutual covenants and agreements of the parties, it is hereby agreed as follows:

FIRST: The District shall compensate DTA for said services by paying the amount specified in the addendum to this contract. Payment shall be made on a schedule mutually acceptable to both parties but not less frequently than monthly.

SECOND: DTA shall provide Physical and/or Occupational Therapy to The District for the number of hours requested by The District based on recommendations of the Committee on Special Education and/or other official district recommendations for a period beginning July 1, 2024 and continuing through June 30, 2025. Each therapist provided by DTA pursuant to this agreement shall be licensed in New York State as a licensed or registered therapist or assistant. Fingerprint clearance by the New York State Education Department will be the responsibility of the district. DTA agrees to reimburse the district for the cost to complete fingerprint clearance if requested and as needed. Therapists/therapist assistants will participate in Committee on Special Education meetings as requested by the District upon reasonable notice (participation may be via in-person, virtually, or by written report only). Therapists/therapist assistants will maintain data regarding all therapy sessions and provide the same to the District on a regular basis and upon request and will complete progress reports as required by students' IEPs. Where requested, therapists will maintain records and provide the District with records in the format and with the detail and verification required for submission for Medicaid reimbursement.

THIRD: The District shall provide and maintain all equipment and supplies that it deems appropriate in connection with the delivery of said services to its students. The District shall also provide DTA with a workspace that is adequate for the delivery of said services.

FOURTH: DTA shall provide The District with evidence of professional liability insurance covering each therapist rendering services hereunder and shall hold harmless and indemnify The District from and against any and all liabilities, costs, damages and expenses resulting from or attributable to a therapist's acts or omissions in the rendering of services hereunder. DTA understands that these services are classified as contractual and, as such, are not subject to employment benefits. DTA shall be solely responsible for any and all payroll taxes, tax withholding, and other employment benefits and insurance for all therapists and therapist assistants providing service to District students. The District shall be furnished with the name and address of each therapist assigned to performance of services under this agreement. Each therapist assigned has executed an agreement of non-competition with DTA, stating that they will not accept employment or enter into contract with any contractee of DTA for a period of one year following their termination of employment with DTA.

FIFTH: DTA shall adopt safeguards and practices that align with the NIST CSF and comply with the educational agency's data security and privacy policy, Education Law § 2-d and its implementing regulations; The District will limit internal access to education records to DTA staff who require it to provide the contracted services; DTA will not use PII for any purposes other than those explicitly authorized in its contract and to carry out the requested services by the district; DTA will not disclose any PII to any other party without the prior written consent of the parent/guardian or eligible student; or unless required by statute or court order and the party provides a notice of the disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order; DTA will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; DTA will not sell PII or use or disclose it for any marketing or commercial purpose or facilitate or permit its use or disclosure by any other party for any marketing or commercial purpose.

[ADDENDUM PAGE FOLLOWS]

ADDENDUM TO CONTRACT

This document is in reference to an agreement dated May 15, 2024 between Sauquoit Valley Central School District and Developmental Therapy Associates.

BE IT KNOWN that the undersigned parties agree to the payment arrangement below. The district may choose between Option 1 or Option 2.

OPTION 1 - HOURLY RATE

The District shall compensate DTA for said services by paying the sum of \$73.00 per hour for each hour of service provided by a registered Physical or Occupational Therapist, and \$63.00 per hour for each hour of service provided by an Occupational or Physical Therapy Assistant, with a minimum of one hour for each day any service is provided by the therapist.

\_\_\_\_\_ **The District representative initial here to choose Option 1**

OPTION 2 - FULL-TIME EQUIVALENT RATE

1.0 FTE = 32.5 hours/week or 39 hours/6-day cycle

Students to be seen at The District elementary, middle, and high school buildings:

- Occupational Therapist      \$79,200/full-time equivalent  
2024-2025 School year OT FTE: 1.08 FTE (42 hours/6-day cycle)  
*\*for reference your approximate 2023-2024 School year OT FTE: 1.08 FTE (42 hours/6-day cycle)*
- Physical Therapist            \$82,900/full-time equivalent  
2024-2025 School year PT FTE: 0.62 FTE (24 hours/6-day cycle)  
*\*for reference your approximate 2023-2024 School year PT FTE: 0.62 FTE (24 hours/6-day cycle)*

Students to be seen on a weekly or 6-day cycle at a BOCES, home, or any other location that is not The District’s elementary, middle, or high school building:

- Occupational Therapist      \$4,280/student September through June for each hour of service per week or cycle. That is, a student seen twice per week for a half hour each session will cost \$4,280 for the regular school year. Prorated monthly.
- Physical Therapist            \$4,480/student September through June for each hour of service per week or cycle. That is, a student seen twice per week for a half hour each session will cost \$4,280 for the regular school year. Prorated monthly.

Students to be seen at a BOCES, home, or any other location that is not The District’s elementary, middle, or high school building that requires evaluation, seen on consult basis, or seen less frequently than once per week or cycle will be billed at the hourly rate of \$73/hour. Services provided during the summer session will be billed at the hourly rate of \$73/hour or \$63/hour as described in Option 1.

At its sole discretion, DTA may use Occupational Therapist Assistants and/or Physical Therapist Assistants to fulfill each full-time equivalent requested. In such case that an Occupational Therapist Assistant and/or Physical Therapist Assistant is used, no additional charge will be added for the required supervisory services by an Occupational Therapist or Physical Therapist.

\_\_\_\_\_ **The District representative initial here to choose Option 2**

[SIGNATURE PAGE FOLLOWS]

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

\_\_\_\_\_  
Superintendent or Authorized Signer

\_\_\_\_\_  
Date

Laurie Burns OTR/L<sup>ST</sup>/L PT, DPT  
Laurie Burns, OTR/L/David Thall PT, DPT

5/15/24  
Date

# Policy

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GENERAL COMMITMENTS

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## EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND HARASSMENT

### I. Statement of Policy

- A. The Sauquoit Valley Central School District (the District) provides education programs and services, does business with vendors and the public, provides equal access to groups designated by Federal law, and makes decisions regarding employment without consideration of an individual's race, (including but not limited to hair texture and protective hairstyles), color, creed, religion, national origin (regardless of English language skills), age, sex, sexual orientation, marital status, military or veteran status, disability, predisposing genetic characteristics, arrest record, or prior criminal convictions, except when sex or age are a bona fide occupational qualification, when a criminal conviction is related to job duties, and when an individual's religion or disability warrants reasonable accommodation.
- B. Our commitment to providing education programs and services without discrimination includes participation in nonacademic and extracurricular services such as transportation, counseling services, student clubs, and physical education and athletics.
- C. Our commitment to providing employment without harassment, including sexual harassment, or discrimination includes recruiting, employment decisions, promotion opportunities, compensation, fringe benefits, workplace conditions, workplace discipline, and termination decisions.
- D. No student shall be subjected to harassment or bullying (as defined below) by employees or students on school property or at a school function. No student shall be subjected to discrimination based on a person's actual or perceived race, (including but not limited to hair texture and protective hairstyles), color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity and expression), or sex by another student or a school employee on school property or at a school function. This Policy does not prohibit a denial of admission into, or exclusion from, a course of instruction that is permissible under the New York State Education Law and Federal Title IX of the Education Amendments of 1972; nor does it prohibit actions that are permissible under Section 504 of the Rehabilitation Act of 1973.
- E. This goal of this Policy is to create a school environment that is free from discrimination, bullying and harassment. This Policy shall be interpreted and implemented so that the District complies with its obligations under Titles VI and VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 201-g of the New York Labor Law, Section 504 of the Rehabilitation Act of 1973, the New York State Human Rights

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Law, and the New York State Education Law, as interpreted and enforced by applicable regulations.

- F. Complaints of sexual harassment, retaliation, or other unlawful harassment or discrimination in the workplace or educational setting may be investigated and acted upon under this or another applicable District policy. These policies include but are not limited to: Equal Opportunity, Dignity for All Students Act (DASA), Title IX, Sexual Harassment in the Workplace, the Code of Conduct, and any other applicable/relevant District policy.

II. Opportunities for Individuals with Disabilities

- A. Education Programs, Services, and Activities: A student with a disabling condition who qualifies for services under the Individuals with Disabilities Education Act (IDEA) and Part 200 of the Regulations of the Commissioner of Education shall receive services in accordance with the Special Education Policy. A student with a condition that is considered a disability for purposes of Section 504 of the Rehabilitation Act of 1973, but does not qualify for services under the IDEA, shall be provided educational programs, services, and activities in accordance with Section 504.
- B. Employment: An employee who has a condition that is defined as a disability, or with a history of such a condition, and who is otherwise qualified to perform the essential functions of the position, shall not be denied any employment opportunity or benefit. When a reasonable accommodation will permit an applicant or employee to perform the essential functions of the position, the District will provide a reasonable accommodation that does not impose an undue burden upon the District.
- C. Public Accommodation: District facilities shall be designed, constructed, and maintained so that, when each part of the District's program is viewed in its entirety, that part of the program is readily accessible to handicapped persons. In addition to physical facilities, the District's website and other public-facing communication channels shall be designed and implemented to be accessible to all members of the public; provided that proposed accessibility measures do not fundamentally alter the features of the website or other communication channel, and do not result in an undue financial or administrative burden to the District. The District shall not assume responsibility for the operation, content, or accessibility of third-party sites that may be accessed from a link on the District's website or other communication channels. Persons encountering difficulty accessing any District program or service, including physical facilities or digital communication channels, are encouraged to use the complaint process in this Policy to seek resolution of the problem.

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III. Harassment Bullying and Discrimination Prohibited

A. General Standard of Conduct

No one who is receiving an education from the District, or employed by the District, or present on school property or at a school event, should experience harassment, bullying, or discrimination. The District's Code of Conduct (Policy 1010) prohibits harassment, bullying and discrimination. The District's Code of Conduct applies to conduct by District employees, District students, and anyone else on school property or at a school event.

When determining whether particular conduct or statements are to be classified as prohibited harassment, the determining factor will be whether the person at whom the conduct or statement was directed reasonably experienced the conduct or statement as unwelcome harassment, not the intent of the person engaging in the conduct or making the statement.

B. Conduct Directed at a Student

1. Conduct (including verbal conduct) directed at a student will be classified as harassment or bullying if it either:
  - a. the student's educational performance, opportunities, or benefits; or
  - b. the student's physical, emotional, or mental well-being, or
  - c. causes, or would reasonably be expected to cause, harm to the student's emotional well-being through the creation of a hostile school environment that is so severe, or so pervasive, that it substantially and unreasonably interferes with the student's education.
3. Conduct that occurs off school property will be classified as a violation of this Policy if it creates, or foreseeably would create, a risk of substantial disruption within the school environment.
4. Conduct that occurs through electronic communication will be classified as a violation of this Policy if it otherwise fits the definition set forth in this section.

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C. Conduct Directed at Someone Other than a Student

Conduct (including verbal conduct) directed at someone other than a student who is present on school property or at a school event will be classified as discrimination or harassment if it is motivated by that person's race, (including but not limited to hair texture and protective hairstyles), color, creed, religion, national origin, age, sex, sexual orientation, marital status, military or veteran status, disability, predisposing genetic characteristics, arrest record, or prior criminal convictions, and

1. It has the purpose or the effect of substantially interfering with the person's work performance; or
2. the person is explicitly or implicitly told that they must submit to that treatment in order to receive or continue to receive employment opportunities; or
3. a decision by the District about that person's employment is influenced by whether that person has submitted to the treatment or objected to it.

D. Also prohibited, is the making of unwanted sexual advances, the making of any requests for sexual favors, and subjecting another person to any touching, teasing or other verbal communication of a sexual nature. The following describes some of the types of acts that may be unlawful sexual harassment:

1. Physical assaults of a sexual nature, such as:
  - a. Rape, sexual battery, molestation, or attempts to commit these assaults.
  - b. Intentional or unintentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.
2. Unwanted sexual advances, propositions or other sexual comments, such as:
  - a. Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion, or other job benefits or detriments;
  - b. Subtle or obvious pressure for unwelcome sexual activities; or



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- c. Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience which create a hostile work environment.
    - 3. Sexual or discriminatory displays or publications anywhere in the workplace, such as displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic.
  - E. Anyone who feels that they have experienced prohibited discrimination or harassment should bring this to the District's attention by using the Complaint Procedure described below. Administrators and other supervisors who observe conduct that might constitute harassment, including sexual harassment, are required to report that conduct to the Title IX and Compliance Coordinator(s).
  - F. An employee, including supervisors and managers, who subject another employee to harassment, including sexual harassment, will be subject to disciplinary consequences, consistent with applicable laws and collective bargaining agreements.
  - G. Conduct that occurs away from school property, such as on social media or at after-hours events, may violate this policy if it has a prohibited workplace impact.
  - H. Allegations of sexual harassment and discrimination will be investigated pursuant to Policy 6010, this Policy, and any other applicable policy or law that prohibits such conduct in the workplace or educational setting.
- IV. Strategy to Prevent Harassment, Bullying, and Discrimination
- With the objective of preventing acts of harassment, bullying, or discrimination from interfering with any student's educational opportunities or sense of safety in school, the District will implement the procedures described in this Policy to:
- A. Expand student and employee awareness of the problem;
  - B. Train staff and instruct students about appropriate, non-discriminatory behavior;
  - C. Respond to reports of conduct that may violate this Policy; and
  - D. Implement corrective and restorative measures as appropriate, when unacceptable conduct occurs.
- V. Compliance Coordinator(s)

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- A. The Compliance Coordinator for purposes of implementing this Policy shall be:

Superintendent or Designee  
Sauquoit Valley Central School District  
Sauquoit, New York 13456  
Telephone: (315) 839-6311

The Compliance Coordinator is responsible for receiving complaints of conduct that may violate this Policy and Title VI, Title VII, Age Discrimination in Employment Act, §201-g of NYS Labor Law, NYS Human Rights Law, Section 504 or the Americans with Disabilities Act; directing a thorough fact finding regarding those complaints; making a determination whether a violation of the Policy and federal law has occurred; overseeing the implementation of corrective action when necessary, including the making of reasonable accommodations for student or employee disabilities; ensuring that this Policy has been publicized as required by law; keeping records of all reports of possible discrimination or harassment, including sexual harassment, and making recommendations for the updating of this Policy as necessary.

The Compliance Coordinator is responsible for fulfilling these responsibilities whether the incidents involve adult conduct directed at other adults, adult conduct directed at students, and student conduct directed at other students.

- B. The principal of each school building is designated as the District's DASA Coordinator for that school building, and their names and contact information shall be included in the Code of Conduct and prominently displayed in each building. The DASA Coordinators are responsible for receiving complaints of conduct directed at students by adults or other students that may be harassment, bullying, or discrimination as described in Part I-D and Part III of this Policy; conducting a thorough fact-finding regarding those complaints; determining whether a violation of this Policy has occurred; overseeing the implementation of corrective action when required; and keeping accurate records of complaints received and action taken, as required by the State Education Department. The DASA Coordinators serve as the Superintendent's designee for purposes of Article 2-A of the Education Law (DASA).
- C. The Compliance, Title IX, and DASA Coordinators shall promptly inform each other of complaints that involve conduct that may violate these other District policies, for further review and investigation, if required.
- D. When there is a complaint of possible discrimination by the Compliance Coordinator, or a DASA Coordinator, the Superintendent shall designate another school official to conduct the necessary fact-finding and make recommendations.

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#### VI. Complaint and Fact-finding Procedure

- A. Report of Possible Harassment, Bullying or Discrimination: The Superintendent or designee shall create a Report of Possible Discrimination or Harassment and DASA Incident Reporting Form in consultation with the Compliance Coordinator. The Compliance Coordinator and DASA Coordinator(s) shall make sure that these forms are available in each school building, and their availability is known to those who may need to them. The use of these forms is encouraged, but not required. The Compliance Coordinator or DASA Coordinators shall conduct a fact-finding inquiry anytime a written or oral report is received that contains enough information to reasonably investigate is received.
1. An employee or other adult may report possible discrimination or harassment directed at them or another employee or other adult to the employee's supervisor or directly to the Compliance Coordinator. If the report is about conduct by the Compliance Coordinator, the report may be made to the Superintendent or their Designee. If an employee makes a verbal report, they shall be asked to make a written report and told of the availability of the Report form.
  2. A student may report possible harassment, bullying or discrimination directed at them or another student to any teacher, counselor, or school administrator. If a student makes a verbal report, they shall be asked to make a written report and told of the availability of the Report form. The person to whom the report is made is also responsible for reporting in writing their conversation and other available information to the DASA Coordinator or Compliance Coordinator. School staff shall be trained on how to receive and refer student complaints.
  3. A parent/persons in parental relation, school volunteer, or other member of the public who wishes to report possible harassment, bullying, or discrimination against a student shall make the report to the Superintendent, the Compliance Coordinator, a DASA Coordinator, or any administrator or teacher. If a verbal report is made, a written report shall be requested. The person to whom the report is made is also responsible for reporting in writing their conversation and other information to the Compliance Coordinator.
  4. District employees who either witness conduct directed at a student that may be harassment, bullying, or discrimination, or receive an oral or written report of such conduct, must report that to a DASA Coordinator. The employee must make an oral report to the DASA Coordinator within one (1) school day, followed by a written report to the DASA Coordinator no more than two (2) school days after their oral report.

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- B. Fact-finding Inquiry: Upon receiving a written report of possible harassment, bullying, or discrimination, the Compliance Coordinator or DASA Coordinator shall log the report, acknowledge in writing its receipt, and conduct a fact-finding inquiry designed to determine with a reasonable degree of probability what actually transpired.

While the specific process may vary from case to case, upon receipt of a complaint, the District Compliance Coordinator will:

1. Conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take interim action (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate.
2. If complaint is verbal, a request to the Complainant will be made to complete the written complaint form. If the Complainant does not wish to do so, the District Compliance Coordinator prepare a complaint form or equivalent documentation based on the verbal reporting;
3. Take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The Compliance Coordinator or designee will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
4. Seek to interview all parties involved, including any relevant witnesses;
5. Create a written documentation of the investigation which contains the following:
  - a. A list of all documents reviewed and a detailed summary of relevant documents;
  - b. A list of names of those interviewed with a detailed summary of their statements;
  - c. A timeline of events;
  - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
  - e. The basis for the decision and final resolution of the complaint, together with any remedial measures and/or corrective action(s).
6. Keep the written documentation and associated documents in a secure and confidential location;

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7. Promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
  8. Inform the complainant of the right to file an external complaint (outside of the District) as outlined later in this Policy.
- C. Resolution: The Compliance Coordinator or DASA Coordinator shall prepare a written fact-finding report describing what investigation was done, what conclusions have been drawn about what happened, a conclusion as to whether the conduct violated the District's Policy, and, if it did, what corrective action should be taken.
1. If the determination is that this Policy has not been violated, the person who made the report, and each person whose conduct was challenged, shall be told of that determination in writing or by email. The person who made the report shall be told of the option to have the determination reviewed.
  2. If the determination is that this Policy has been violated, the person who made the report of possible discrimination shall be told of that determination in writing or by email and, consistent with the confidentiality accorded to student and personnel records, told that appropriate corrective action has been taken to deter any repetition of the offending conduct. The person whose conduct violated the Policy shall have that explained to them, shall be told of the corrective action being taken by the District, and shall be told of the option to have the determination reviewed.
  3. When the Compliance Coordinator or DASA Coordinator verifies the occurrence of harassment, bullying, or discrimination directed at a student, the school shall take prompt action that is consistent with the District's Code of Conduct and is reasonably calculated to end the harassment, bullying, or discrimination to eliminate any hostile environment; to create a more positive school culture and climate; to prevent a recurrence of the behavior; and to ensure the safety of the student(s) at whom the conduct was directed.
    - a. Responsive actions shall be measured, balanced, and age-appropriate.

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- b. Responsive actions shall follow a progressive model and make appropriate use of intervention, education, and discipline.
  - c. Responsive actions shall vary according to the nature of the offending behavior, the developmental age of the person engaging in the behavior, and the prior history of problem behaviors by the person engaging in the conduct.
- D. Report to Law Enforcement Agency: When a DASA Coordinator believes that conduct has occurred that constitutes criminal conduct, the Coordinator shall promptly notify the Superintendent, and the Superintendent shall promptly notify the appropriate law enforcement agency.
- E. Confidentiality: It shall be explained to anyone making a report or providing information about a report that the District does not reveal information about reports or the fact-finding process except to the extent necessary to fulfill its legal obligations to make as complete an inquiry as possible and to take appropriate corrective action when discrimination has occurred. Every witness interviewed during the fact-finding inquiry shall be instructed not to discuss the complaint or the investigation with anyone else, except as may be privileged by law.
- F. Special Fact-finder: The Superintendent is authorized to appoint a special fact-finder to carry out the responsibilities of the Compliance Coordinator or DASA Coordinator when the Superintendent concludes that the circumstances of a particular report warrant that action, and the special fact-finder shall fulfill the responsibilities of the Compliance or DASA Coordinator described in this policy.
- G. Immediate Corrective Action: The Superintendent has discretion to implement immediate corrective action, pending the completion of a fact-finding inquiry, to protect an individual when the Superintendent concludes that the circumstances of a particular report warrant that action.
- H. Review of Administrative Response: If a person who initiated a report of possible discrimination, or a person whose conduct was challenged by a report of possible discrimination, is not satisfied with the determination of the Compliance Coordinator (or other designated investigator), they may request that the determination be reviewed by the Board of Education.
  - 1. A request for Board review must be made in writing, filed with the District Clerk within ten (10) business days of receiving the written notice of the determination.
  - 2. The person requesting review shall provide a written explanation of their objection(s) to the determination, including the corrective action taken, if

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- any. That statement shall be filed with the District Clerk at least five (5) business days before the Board meeting at which the review will be conducted.
3. Board discussion of the determination and the objection(s) made shall take place in executive session. Board action to adopt or change the determination shall take place in a public session.
    - a. Retaliation: Unlawful retaliation is any action by an employer or supervisor that seeks to punish a worker or covered individual for engaging in protected activity. The person engaged in the protected activity is protected from retaliation if the person had a good faith belief that the practices were unlawful even if the alleged harassment does not turn out to rise to the level of a violation of law or Policy. Examples of unlawful retaliation include, but are not limited to:
      - a. Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
      - b. Publicly releasing personnel files;
      - c. Refusing to provide a reference or providing an unwarranted negative reference;
      - d. Labeling an employee as “difficult” and excluding them from projects to avoid “drama”;
      - e. Undermining an individual’s immigration status; or
      - f. Reducing work responsibilities, passing over for a promotion, or moving an individual’s desk to a less desirable office location.
      - g. Threats of physical violence out of work hours or disparaging someone on social media could also be considered retaliation under this Policy.
    - b. Protected activity includes but is not limited to: making or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. Additional protected activities could include:
      - a. making a complaint of sexual harassment or discrimination, either internally or with any government agency;
      - b. testifying or assisting in a proceeding involving sexual harassment or discrimination, making a verbal or informal complaint of harassment or by informing a supervisor or manager of suspected harassment or discrimination; or

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- c. encouraging a fellow employee to report harassment.
      - c. This anti-retaliation provision is not intended to protect persons making intentionally false charges of harassment or discrimination.
    - I. If allegations of retaliation are received by the District in connection with a complaint of sexual harassment or discrimination under this Policy, an investigation will be conducted pursuant to this Policy. Possible consequences for a finding of retaliation by an employee against another person for engaging in protected activities shall include, but not be limited to, counseling, discipline, suspension, and/or termination.
- VII. Remedial Measures When This Policy is Violated
  - A. An employee found to have engaged in prohibited harassment or discrimination against another person (whether a District employee, District student, or member of the public) in the course of their employment will be subject to discipline, up to and including termination. Such decisions will be made and implemented in accordance with other District policies (e.g. the Code of Conduct) and applicable statutes and collective bargaining agreements.
  - B. A student found to have engaged in prohibited harassment, bullying or discrimination against another person (whether a District employee, District student, or member of the public) while participating in a school activity or on school property will be subject to discipline. Such decisions will be made and implemented in accordance with other District policies (e.g. the Code of Conduct), the New York State Education Law, and any other applicable statutes.
  - C. Any other person found to have engaged in prohibited harassment or discrimination against another person (whether a District employee, District student, or member of the public) while participating in a school activity or on school property may have their future access to school activities limited, as deemed appropriate under the circumstances.
- VIII. Dignity Act Coordinator
  - A. The Board appoints at least one staff member at each school to serve as the Dignity Act Coordinator for that school, upon the recommendation of the Superintendent. Each person designated for this role shall be instructed in the provisions of Article 2-A of the Education Law and thoroughly trained in methods to respond to human relations in the areas of race, (including but not limited to hair texture and protective hairstyles), color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, and sex.



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- B. The name and contact information for each Dignity Act Coordinator shall be publicized as follows:
1. listing such information in the Code of Conduct posted on the District's website;
  2. including such information in the plain language summary of the Code of Conduct provided to all persons in parental relation to students before the beginning of each school year;
  3. including such information in at least one mailing per school year to parents and persons in parental relation, and in additional mailings if the information changes;
  4. posting such information in a highly visible location in each school building; and
  5. making such information available at the District office and each school building office.

The publication of this information shall also inform students and persons in parental relation to students that the Dignity Act Coordinator is available to speak with them if they have witnessed possible discrimination, harassment, or bullying, or if they have experienced treatment that may be prohibited discrimination, harassment or bullying.

- C. In the event a designated Dignity Act Coordinator vacates that position, the Superintendent shall immediately designate an interim Coordinator pending appointment by the Board. In the event that a Coordinator is unable to perform the duties of the position for an extended period of time, another staff member shall be immediately designated by the Superintendent as an interim Coordinator pending the return of the previous Coordinator to the position. Contact information for the new Coordinator shall be distributed as provided above.

#### IX. Training and Publication of Policy

- A. All District employees will be provided with a copy of this Policy. Online access to a printable copy of this Policy will satisfy this requirement.
- B. All students and their families will be notified at the beginning of the school year, or at the time of enrollment, of this Policy, the conduct expectations established by it, and how they may request accommodation of a disability or initiate a complaint or report possible discrimination, harassment or bullying.

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- C. A summary of this Policy shall be posted as part of the District's website, and shall be distributed periodically with District publications.
- D. The Superintendent shall ensure that all District employees receive training designed to meet the following objectives each year in an interactive format:
  - 1. discourage the development of harassment, bullying, and discrimination;
  - 2. make employees aware of the effects on students of harassment, bullying, cyberbullying, and discrimination;
  - 3. raise the awareness and sensitivity of employees to potential harassment, bullying, and discrimination;
  - 4. enable employees to prevent harassment, bullying, and discrimination;
  - 5. enable employees to respond to harassment, bullying, and discrimination;
  - 6. inform employees about social patterns of harassment, bullying, and discrimination, including that based on a person's actual or perceived race, (including but not limited to hair texture and protective hairstyles), color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, or sex; and
  - 7. strategies for effectively addressing the problems of exclusion, bias, and aggression in an educational setting.
- E. The Superintendent shall develop and implement guidelines:
  - 1. for the development of nondiscriminatory instructional and counseling methods to be used by District staff.
  - 2. for the development of measured, balanced and age-appropriate responses to instances of harassment, bullying and discrimination by students, with remedies and procedures following a progressive mode that make appropriate use of intervention, discipline and education, vary in method according to the nature of the behavior, the developmental age of the student and the student's history or problem behaviors, and are consistent with the Code of Conduct; and
  - 3. include safe and supportive school climate concepts in curriculum and classroom management.

## POLICY

### GENERAL COMMITMENTS

0015

#### EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND HARASSMENT (INCLUDING SEXUAL HARASSMENT)

- F. The District shall develop and implement a program of instruction in grades kindergarten through Grade 12 to include a component on civility, citizenship and character education in accordance with Education Law.
1. Such component shall instruct students on the principles of honesty, tolerance, personal responsibility, respect for others, observance of laws and rules, courtesy, dignity and other traits which will enhance the quality of their experiences in, and contributions to, the community.
  2. Instruction on the principle of respect for others shall discourage acts of harassment, bullying, and discrimination.
  3. Instruction on the principle of tolerance, respect for others, and dignity shall seek to instill an awareness and sensitivity to harassment, bullying, discrimination, and civility in the relations of people of different races, (including but not limited to hair texture and protective hairstyles), weights, national origins, ethnic groups, religious, religious practices, mental or physical disabilities, sexual orientation, genders (including gender identity or expression), and sexes.
  4. This shall include instruction about safe and responsible use of the internet and electronic communications.
- X. Legal Protections and External Remedies
- A. In addition to this and other Policies, District/BOCES employees and other persons visiting or doing business with the District/BOCES are protected from discrimination and harassment, including sexual harassment, by New York State and federal law. There also may be applicable local laws.
- B. The New York State Human Rights Law prohibits discrimination in employment and public accommodations, including sexual harassment. Your rights can be enforced by a complaint filed with the New York State Division of Human Rights or by filing a complaint in the New York State Supreme Court.
1. You may learn more about your rights under the Human Rights Law by calling the Division's toll-free telephone number (888-392-3644) or visiting the Division's website ([www.dhr.ny.gov](http://www.dhr.ny.gov)). DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Contact the Division via TDD/TTY at 718-741-8300.
  2. Go to [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The

## POLICY

### GENERAL COMMITMENTS

0015

#### EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND HARASSMENT (INCLUDING SEXUAL HARASSMENT)

website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

3. Call the DHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint or access a form at <https://dhr.ny.gov/complaint>. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.
  4. You may file a complaint with the Division within three years of the event you feel was harassment. You do not need a lawyer to file a complaint with the Division and there is no cost to do so. The Division will investigate your complaint and make a determination whether there is probable cause to believe sexual harassment occurred. Probable cause cases receive a public hearing before an administrative law judge. The Division will provide an attorney. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.
  5. An individual may not file with DHR if they have already filed a HRL complaint in state court.
- C. Federal laws, including Title VII of the Civil Rights Act of 1964, also prohibit discrimination in employment and public accommodation, including sexual harassment. Your rights can be enforced by filing a charge of discrimination with the United States Equal Employment Opportunity Commission (EEOC).
1. You may file a charge with the EEOC within three hundred (300) days of the most recent event you feel was harassment or discrimination. You do not need a lawyer to file a charge with the EEOC.
  2. An employee alleging discrimination at work can file a "Charge of Discrimination." A form is available at <https://www.eeoc.gov/filing-charge-discrimination>
  3. The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at <https://www.eeoc.gov> or via email at [info@eeoc.gov](mailto:info@eeoc.gov).
  4. The EEOC will investigate your charge. If it determines there is reasonable cause to believe that unlawful discrimination occurred, the EEOC will attempt to obtain a remedy on your behalf through a conciliation process. If that is not successful, the EEOC (or Department of Justice in some cases), will decide whether to file a lawsuit. If they decide

POLICY

GENERAL COMMITMENTS

0015

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND HARASSMENT (INCLUDING SEXUAL HARASSMENT)

- not to sue, you will be given a Notice of Right to Sue permitting an employee to file a lawsuit in federal court.
5. If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.
- D. You may start a lawsuit in the state Supreme Court within three years of the event you feel was harassment. You can start a lawsuit yourself (pro se), but it is recommended that you retain a lawyer who is familiar with court procedures.
- E. Many localities enforce laws protecting individuals from sexual harassment and discrimination. Contact the county, city, or town of residence to find out if such a law exists.
- F. Local Police Department: If the harassment involves unwanted physical touching or contact, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

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Sauquoit Valley Central School District

Legal Ref: § 504, Rehabilitation Act of 1973 (29 USC 794, 45 CFR Part 84); 28 CFR 35.107(b), 34 CFR 104.7(b), 106.8(b), 106.9; NYS Human Rights Law, (Article 15, NYS Executive Laws); 8 NYCRR §§100.4, 135.4, 141.1 and 200; Civil Rights Act of 1964, Title VI and VII (42 USC 2000d and 2000e); NYS Education Law, Article 2-A and §§3201 and 3201-a; Americans with Disabilities Act of 1990 (42 USC 12101-12213, 29 CFR Part 1630); Age Discrimination in Employment Act (29 USC 621-634); EEOC guidelines (29 CFR Part 1609.1 and 1609.2); and NYS Labor Law §201-g.

Cross Ref: 0013, Title IX Grievance Process; 6010, Prohibition of Sexual Harassment in Employment

Adopted: 12/13/94, 09/30/03

Revised: 02/28/06, 10/16/07, 03/11/08, 07/30/13, 10/23/18, 12/15/20, 6/18/24

GENERAL COMMITMENTS

0015.1

REPORT OF POSSIBLE DISCRIMINATION OR HARASSMENT

Date: \_\_\_\_\_

Your Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Telephone: ( ) \_\_\_\_\_

Work Address (if applicable): \_\_\_\_\_

Work Telephone (if applicable): ( ) \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of person(s) you believe discriminated against you: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Describe the incident(s) as clearly as possible, including such details as: what force, if any, was used; any verbal statements (i.e. threats, requests, demands, etc.); what, if any, physical contact was involved; what did you do to avoid the situation, etc. (Attach additional pages if necessary.)

\_\_\_\_\_  
\_\_\_\_\_

What would you like done to correct this situation?

\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that the information I have provided in this Complaint is true, correct and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

Received by: \_\_\_\_\_

\_\_\_\_\_  
Date

Sauquoit Valley Central School District  
Approved by the Superintendent: 03/11/08, 10/23/18, 6/18/24

# Regulation

GENERAL COMMITMENTS

0015.2

## DASA INCIDENT REPORTING FORM

### **I. To be completed by person reporting the incident (or the person receiving the complaint and/or investigating the incident)**

School: \_\_\_\_\_ Dignity Act Coordinator: \_\_\_\_\_  
Position: \_\_\_\_\_ Today's date: \_\_\_\_\_  
Name of person reporting incident: \_\_\_\_\_

#### **Role of person reporting incident (Check one)**

Student Target  Student (witness)  Parent/Guardian  Staff Member  Other\_

Phone: \_

Email: \_

**Name of target:** (student being bullied, harassed, or discriminated against)

**Name(s) of alleged offender(s):**

**Date(s) and time(s) of incident(s):**

#### **What was your involvement in the incident?**

I was directly involved in the incident  I observed the incident  I heard about the incident

#### **Where did the incident happen? (Check all that apply)**

On school property  Classroom  Hallway  Bathroom  Cafeteria  Gym  Locker Room   
 At a school function  On a school bus  Off school property  Electronic Communication   
Other (describe): \_

#### **Type of incident (Check all that apply)**

Physical contact (kicking, punching, spitting, tripping, pushing, taking belongings)  
 Verbal threats (gossip, name-calling, put-downs, teasing, being mean, taunting, making threats)  
 Psychological (non-verbal actions, spreading rumors, social exclusion, intimidation)  
 Abuse (actions or statements that put an individual in fear of bodily harm)  
 Cyberbullying (misusing technology/social media to harass, tease, threaten, post pictures (sexting))  
 Other (describe): \_

#### **Who was involved in the incident?**

Student  Employee  Both student and employee

REGULATION

GENERAL COMMITMENTS

0015.2

DASA INCIDENT REPORTING FORM

**Describe the specific nature of the incident. What happened? (Be as specific as possible). What did the alleged offender say or do? Include any copies of text messages, emails, etc. if possible.**

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(Add extra pages if needed)

**If there were any adults in the area when this happened, what did they do?**

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**Types of bias involved (if known): (Check all that apply)**

- |   |                                       |   |
|---|---------------------------------------|---|
| <input type="checkbox"/> Race               | <input type="checkbox"/> Color        | <input type="checkbox"/> Weight/size        |
| <input type="checkbox"/> National origin    | <input type="checkbox"/> Ethnic group | <input type="checkbox"/> Religion           |
| <input type="checkbox"/> Religious practice | <input type="checkbox"/> Disability   | <input type="checkbox"/> Sexual orientation |
| <input type="checkbox"/> Gender             | <input type="checkbox"/> Sex          |   |
| <input type="checkbox"/> Other (describe)_  |                                       |   |

**Names of others who may have witnessed the incident:**

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Was the student absent from school as a result of the incident?

- No       Yes      Number of days student was absent: \_

**Does the situation continue to occur?**

- Yes       No

**What do you think should be done about the situation?**

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**You can contact the school administrator, Dignity Act Coordinator, counselor, or other staff member (whoever you are most comfortable with) for information or assistance at any time.**



REGULATION

GENERAL COMMITMENTS

0015.2

DASA INCIDENT REPORTING FORM

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Sauquoit Valley Central School District

Approved by the Superintendent: 10/23/18, 6/18/24

# Policy

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GENERAL COMMITMENTS

0022

## TOBACCO, NICOTINE, AND E-CIGARETTE USE PROHIBITED

### I. Statement of Policy

#### Purposes

The Sauquoit Valley Central School District (the District) prohibits the use of tobacco, nicotine and e-cigarettes on District property and at District functions.

### II. Prohibited Conduct

- A. The possession, use, sale, or consumption of any form of tobacco, any substance containing nicotine (except prescribed medications), any e-cigarette or oil or vaping product intended for use in an e-cigarette, and any associated paraphernalia is prohibited.
- B. This prohibition applies to everybody – students, staff, parents, vendors and contractors, and all visitors to our District.
- C. This prohibition applies to anyone who is on school property, including school buses and other vehicles being used to transport students for school purposes and to anyone attending a school sponsored event, including events located off District property.
- D. Public Health Law Section 1399-o prohibits all smoking within one hundred (100) feet of the entrances, exits or outdoor areas of the District’s school buildings, except in a residence or within the real property boundary line of a residence.
- E. This prohibition applies at all times, whether school is in session or not.

### III. Proactive District Practices

- A. Smoking, tobacco and nicotine use prevention will be appropriately integrated into curriculum, and appropriate instructional staff will receive training in smoking, tobacco and nicotine use prevention education.
- B. Smoking, tobacco and nicotine cessation information will be available to staff, students, parents/guardians\_and visitors.

## POLICY

### GENERAL COMMITMENTS

0022

#### TOBACCO, NICOTINE, AND E-CIGARETTE USE PROHIBITED

- C. There shall be no advertising of tobacco on District property or at District functions. The District will request tobacco-free versions of all publications in school libraries.
- D. The District will not accept gifts or funds from the tobacco, nicotine, or e-cigarette industries.

#### IV. Public Notice of Policy

- A. “No Smoking/Tobacco Use” signs shall be prominently and conspicuously posted in strategic locations on District Property and in District vehicles in accordance with NYS Law.
- B. Notices shall be posted at building entrances or driveways leading to school property notifying the public that school grounds are “tobacco free.”
- C. Staff, students and visitors will be notified of this policy through presentations, student handbooks, newsletters, Code of Conduct summaries, and announcements at meetings, events and functions.
- D. Outside groups who use District facilities will be notified of this Policy on the Building Use Request Policy and Form.

#### V. Definitions for Purposes of this Policy and the Code of Conduct

- A. “Tobacco” means any lit or unlit cigarette, cigar, cigarillo, pipe, bidi, clove, cigarette, and/or any other smoking product, including tobacco in any form (loose, smokeless, dip, chew or snuff).
- B. “District property” and “school property” means any building, vehicle, or structure owned or leased by the District, and the surrounding outdoor grounds contained within the legally defined property boundaries of the District’s properties as registered in the county clerk’s office. This includes the entrances and exits of District buildings and structures.
- C. “Advertising” means brand names or logos and publications on any clothing, shoes, accessories, gear, supplies or publications provided by tobacco or e-cigarette companies (including prevention/educational materials).
- D. “Associated paraphernalia” is defined as lighters, matches, rolling papers, vaporizers, oils and other solutions intended for vaporizing, etc.

## POLICY

### GENERAL COMMITMENTS

0022

#### TOBACCO, NICOTINE, AND E-CIGARETTE USE PROHIBITED

- E. “Smoking” is defined as the burning or vaporizing of tobacco or compounds or solutions containing nicotine.
- F. “Electronic cigarette” or “e-cigarette” means an electronic device that delivers vapor which is inhaled by an individual user, and shall include any refill, cartridge and any other component of such a device.

#### VI. Consequences for Violation of Policy

##### A. Violations by Students

Students who engage in conduct prohibited by this Policy will be referred for disciplinary consequences in accordance with the District’s Code of Conduct.

##### B. Violations by Employees

Employees who engage in conduct prohibited by this Policy will be considered for corrective or disciplinary action in accordance with the Code of Conduct, applicable collective bargaining agreements, and District policy and practice.

##### C. Violations by Other Persons

Members of the public, including parents, employees of vendors and contractors, and other visitors, who engage in conduct that violates this Policy will first be asked to discontinue the offending conduct and advised of this Policy. Continued or repeated violation of the Policy may result in an individual being prohibited from further entry onto school property, at the discretion of the Superintendent.

##### D. Notification of Public Health Authorities

The Superintendent may designate one (1) or more District staff members to report to the county’s enforcement officer observed or reported violations of Public Health Law Section 1399-o, i.e. smoking occurring within one hundred (100) feet of the entrances, exits, or outdoor areas of any school building (other than within a residence or within the property boundary of a residence).

POLICY

GENERAL COMMITMENTS

0022

TOBACCO, NICOTINE, AND E-CIGARETTE USE PROHIBITED

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Sauquoit Valley Central School District

Legal Ref: NYS Education Law §409; NYS Public Health Law Article 13-E §1399-o and Article 13-F; 20 USC § and 7971-7974

Adopted: 11/13/01

Revised: 10/16/07, 09/09/14, 07/31/18, 6/18/24

# Regulation

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ADMINISTRATION

2005

## EVALUATION OF THE SUPERINTENDENT

### I. Instructions

An attempt has been made to organize the Superintendent's responsibilities in seven categories. Each Board Member is asked to rate the Superintendent on each of the items cited in the categories on a scale ranging from 1-5. The number 1 is the lowest possible score and number 5 is the highest score. The following numeric scale should be used: 1- Unsatisfactory; 2 - Needs Improvement; 3 - Satisfactory; 4 - Above Average; 5 - Commendable; and N/A - Does not have sufficient knowledge to make judgment.

The Board President will tabulate the evaluations and make a composite to be placed on file.

Note: This should be completed and reviewed with the Superintendent by February 15.

### I. Rating

#### A. Relationships with the Board

- \_\_\_\_\_ 1. Keeps the Board informed on issues, needs, and operation of the school system.
- \_\_\_\_\_ 2. Offers professional advice to the Board on items requiring Board action, with appropriate recommendations based on thorough study and analysis.
- \_\_\_\_\_ 3. Interprets and executes the intent of board policy.
- \_\_\_\_\_ 4. Seeks and accepts constructive criticism of this work.
- \_\_\_\_\_ 5. Supports board policy and actions to the public and staff.
- \_\_\_\_\_ 6. Has a harmonious working relationship with the Board.
- \_\_\_\_\_ 7. Understands the role in administration of board policy, makes recommendations for employment or promotion of personnel in writing and with supporting data, and accepts responsibility for their recommendations. If the recommendation is not accepted by the Board, they willingly find another person to recommend.
- \_\_\_\_\_ 8. Accepts responsibility for maintaining liaison between the Board and personnel, working toward a high degree of understanding and respect between the staff and the Board and the Board and the staff.
- \_\_\_\_\_ 9. Remains impartial toward the Board, treating all Board members alike.

POLICY

ADMINISTRATION

2005

EVALUATION OF THE SUPERINTENDENT

- \_\_\_\_\_ 10. Refrains from criticism of individual or group members of the Board.
- \_\_\_\_\_ 11. Goes immediately and directly to the Board when he feels an honest, objective difference of opinion exists between him and any or all members of the Board, in an earnest effort to resolve such difference immediately.
- \_\_\_\_\_ 12. Bases his position with regard to matters discussed by the Board upon principle and is willing to maintain that position without regard for its popularity until an official position has been reached, after which time he supports the decision of the Board, as long as he remains in its employ.

COMMENTS: \_\_\_\_\_

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B. Community Relationships

- \_\_\_\_\_ 13. Gains respect and support of the community on the conduct of the school operation.
- \_\_\_\_\_ 14. Solicits and gives attention to problems and opinions of all groups and individuals.
- \_\_\_\_\_ 15. Develops relationships with news media.
- \_\_\_\_\_ 16. Participates in community life and affairs.
- \_\_\_\_\_ 17. Achieves status as a community leader in public education.
- \_\_\_\_\_ 18. Works effectively with public and private agencies.

COMMENTS: \_\_\_\_\_

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C. Staff And Personnel Relationships

- \_\_\_\_\_ 19. Develops and executes sound personnel procedures and practices.
- \_\_\_\_\_ 20. Encourages good staff morale and loyalty to the organization.
- \_\_\_\_\_ 21. Treats all personnel fairly, without favoritism or discrimination, while insisting on performance of duties.
- \_\_\_\_\_ 22. Delegates authority to staff members appropriate to the position each holds.

POLICY

ADMINISTRATION

2005

EVALUATION OF THE SUPERINTENDENT

- \_\_\_\_\_ 23. Recruits and assigns the best available personnel in terms of their competencies.
- \_\_\_\_\_ 24. Encourages participation of appropriate staff members and groups in planning, procedures, and policy interpretation.
- \_\_\_\_\_ 25. Evaluates performance of administrative staff, giving commendation for good work as well as constructive suggestions for improvement.
- \_\_\_\_\_ 26. Takes an active role in development of salary schedules for all personnel, and recommends to the Board the levels which, within budgetary limitations, will best serve the interests of the district.
- \_\_\_\_\_ 27. At the direction of the board, meets and confers with leaders of the teachers and non-teachers association representing to the best of their ability and understanding the interest and will of the Board.

COMMENTS: \_\_\_\_\_

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D. Educational Leadership

- \_\_\_\_\_ 28. Understands and keeps informed regarding all aspects of the instructional programs.
- \_\_\_\_\_ 29. Implements the District's philosophy of education.
- \_\_\_\_\_ 30. Participates with administrators and staff in studying and developing curriculum improvement.
- \_\_\_\_\_ 31. Encourages high professional standards.

COMMENTS: \_\_\_\_\_

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E. Business and Finance

- \_\_\_\_\_ 32. Keeps informed on needs of the school program – plant, facilities, equipment, and supplies
- \_\_\_\_\_ 33. Supervises operations, insisting on competent and efficient performance.
- \_\_\_\_\_ 34. Determines that funds are spent wisely, and adequate control and accounting



POLICY

ADMINISTRATION

2005

EVALUATION OF THE SUPERINTENDENT

are maintained.

- \_\_\_\_\_ 35. Evaluates financial needs and makes recommendations for adequate financing.

COMMENTS: \_\_\_\_\_

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F. Personal Qualities

- \_\_\_\_\_ 36. Defends principle and board policies in the face of pressure.
- \_\_\_\_\_ 37. Maintains high standards of ethics, honesty, and integrity in all personal and professional matters.
- \_\_\_\_\_ 38. Earns respect and standing among their professional colleagues.
- \_\_\_\_\_ 39. Devotes time and energy effectively to the job.
- \_\_\_\_\_ 40. Demonstrates ability to work well with individuals and groups.
- \_\_\_\_\_ 41. Exercises good judgment and fairness in arriving at decisions.
- \_\_\_\_\_ 42. Possesses and maintains the health and energy necessary to meet the responsibilities of this position.
- \_\_\_\_\_ 43. Maintains poise and emotional stability in the full range of professional activities.
- \_\_\_\_\_ 44. Is suitably attired and well groomed.
- \_\_\_\_\_ 45. Uses language effectively in dealing with staff members, the Board and the public.
- \_\_\_\_\_ 46. Writes clearly and concisely.
- \_\_\_\_\_ 47. Speaks well in front of large and small groups, expressing ideas in a logical and forthright manner.
- \_\_\_\_\_ 48. Deals effectively with an unexpected or disturbing turn of events in a large group meeting.
- \_\_\_\_\_ 49. Maintains professional development by reading, course work, conference attendance, and work on professional committees, visiting other districts, and

POLICY

ADMINISTRATION

2005

EVALUATION OF THE SUPERINTENDENT

meeting with other superintendents.

ADDITIONAL COMMENTS:

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# Policy

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SCHOOL BOARD OPERATIONS

2011

## EXPENSE REIMBURSEMENTS FOR BOARD MEMBERS

### I. Statement of Policy

Members of the Board of Education (the Board) shall be reimbursed for expense incurred in the performance of their duties outside the boundaries of the Sauquoit Valley Central School District (the District).

### II. Reimbursement

The Board shall authorize by resolution, prior to attendance and entered in the minutes of the Board meeting, the reimbursement of any expenses to be incurred by any of its members attending a conference or educational program. Tuition fees and registration fees will be paid by the District.

### III. Board of Education Expense(s)

Board members are authorized to attend the following meetings, with expenses paid:

- A. The Tri-County School Board Association meetings and committee meetings.
- B. Meetings sponsored by the Madison & Oneida County BOCES.
- C. Central New York School Boards Institute.
- D. New York State School Boards Association.
- E. National School Boards Association.
- F. Rural Schools Programs.
- F. To visit school districts and other locations regarding school buildings and programs.

### IV. Attendance at Conferences

- A. Attendance at conferences shall be available to all members of the Board, unless specifically restricted during the school year by the resolution of the Board based on such considerations as workload, expense and other economic factors and educational priorities as exist at the time.
- B. The Superintendent may be requested to attend, at the discretion of the Board, with the clear understanding that this shall not in any way predecide their attendance at any conference specifically designed for their area of administration.

POLICY

SCHOOL BOARD OPERATIONS

2011

EXPENSE REIMBURSEMENTS FOR BOARD MEMBERS

V. Travel

All travel arrangements will be made by the Superintendent. Should a Board Member wish to use alternative travel, the District will reimburse the Board Member the lesser cost between the selected travel and the alternative travel. This cost will be established by the Superintendent no later than thirty (30) days prior to the conference.

If the Superintendent is in attendance, they will be responsible for the District credit card. In their absence, an elected officer of the Board will assume responsibility for the District credit card.

VI. Compensation

No member of the Board may receive compensation for their services, unless they also serve as Clerk of the Board and are paid as Clerk.

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Sauquoit Valley Central School District

Legal Ref: New York State Education Law, §§2103 & 2118; New York State General  
Municipal Law, §77(b)

Adopted: 03/11/08

Revised: 6/18/24

# Policy

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SUPPORT OPERATIONS

5063

## AUTHORIZED SIGNATORIES FOR DATA PRIVACY AGREEMENTS

### I. Statement of Policy

- A. The Sauquoit Valley Central School District (the District) is an institution of significant complexity, diversity and specialization of function.
- B. The District Board of Education (the Board) adopts this Policy providing specified employees with the limited power to execute certain agreements on its behalf, to ensure the safe, effective, and efficient delivery of services and operations.

### II. Data Privacy Agreement(s)

- A. Data Privacy Agreements (DPAs) are those agreements or addendums to agreements with vendors and third-party contractors that include the requirements of, and compliance with, Education Law 2-d and Part 121 Regulations related to student personal identifiable information (PII) and certain Teacher and Principal APPR data.
  - 1. DPAs do not require the expenditure of District funds beyond those budgeted and are only to be approved after a master service agreement (MSA) or other purchasing or procurement contract has been approved by the Board.
  - 2. DPAs that are negotiated as part of the Access4Learning Student Data Privacy Consortium (SDPC) and in partnership with The Education Cooperative (TEC), and that utilize the New York State negotiated and approved Exhibits may be signed by:
    - a. the District Data Protection Officer; or
    - b. the Superintendent.

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Sauquoit Valley Central School District  
Legal Ref: NYS Education Law 2-d  
Adopted: 6/18/24

PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION  
IN THE WORKPLACE

I. Statement of Policy

- A. The Sauquoit Valley Central School District (the District) is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their sex, gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. While this Policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are similar and are further described in District policies prohibiting harassment, discrimination, and bullying (Policy 0013 and 0015). All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of District/BOCES commitment to a discrimination-free work environment.
- B. The goal of this Policy is to teach employees to recognize sexual discrimination and to provide the tools to take action when it occurs.
- C. The District Policy applies to all employees, applicants for employment, and interns, whether paid or unpaid, anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone else providing services in the workplace. It also includes persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with the District. Clients, customers, constituents, and visitors are also included in this Policy. This Policy will use the term “covered individual” to refer to those individuals who are not direct employees of the District.
- D. Sexual harassment or discrimination can occur between any individuals, regardless of their sex or gender.
- E. Unlawful sexual harassment or discrimination is not limited to the physical workplace itself. It can occur while employees are working remotely, traveling for business, or at District sponsored events or parties. Calls, texts, emails, and social media posts by employees or covered individuals can constitute unlawful workplace harassment regardless of where it occurs and whether personal or District devices are used.

## POLICY

PERSONNEL

6009

### PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION IN THE WORKPLACE

F. Though the focus of this Policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race (including but not limited to hair texture or protected hairstyles), creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined in this Policy, as well as the other District policies that prohibit harassment, discrimination, and bullying, should be considered applicable to all protected classes.

#### II. Sexual Harassment Definition

A. Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender. Sexual Harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

1. The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
2. Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
3. Decisions regarding an individual's employment are based on an individual's acceptance of or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

B. Hostile Work Environment includes behaviors such as: words, signs, jokes, pranks, intimidation, or physical violence of a sexual nature, or which are directed at an individual because of their sex, gender identity or gender expression. Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history can create a hostile work environment. Sexual harassment also consists of any unwanted

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verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance. These are merely examples and not an exhaustive list.

- C. Quid Pro Quo Harassment is sexual harassment where a person in authority tries to trade employment benefits such as hiring, promotion, and continued employment for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment.
- D. Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression, and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary.
1. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female.
  2. A transgender person is someone whose gender is different than the sex they were assigned at birth.
  3. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do.

Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

- E. Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. The New York State Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their sex, gender (perceived or actual), sexual orientation, or gender expression is considered a violation of the District Policy. The intent of the harasser is not relevant to a harassment claim. The impact of the behavior on a person is what counts.



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F. Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this Policy.

G. Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. This list is just a sample of behaviors and should not be considered exhaustive.

1. Physical acts of a sexual nature, such as:
  - a. Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
  - b. Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy. (See, External Remedies Section.)
2. Unwanted sexual comments, advances, or propositions, such as:
  - a. Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
    - i. This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
    - ii. Subtle or obvious pressure for unwelcome sexual activities; or
    - iii. Repeated requests for dates or romantic gestures, including gift-giving.
3. Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.

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4. Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
    - a. Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
    - b. Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
  
  5. Sexual or discriminatory displays or publications anywhere in the workplace, such as:
    - a. Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
    - b. This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
  
  6. Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
    - a. Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
    - b. Sabotaging an individual's work;
    - c. Bullying, yelling, or name-calling;
    - d. Intentional misuse of an individual's preferred pronouns; or
    - e. Creating different expectations for individuals based on their perceived identities:
      - i. Dress codes that impose a greater burden on one gender over another;
      - ii. Leaving parents/caregivers out of meetings.
- H. When a complaint is made, an investigation will happen pursuant to the applicable District policies whenever a complaint is received about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or

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sexual harassment occurring. The District will conduct a prompt and thorough investigation that is fair to all parties.

III. Retaliation

- A. Unlawful retaliation is any action by an employer or supervisor that seeks to punish a worker or covered individual for engaging in protected activity. The person engaged in the protected activity is protected from retaliation if the person had a good faith belief that the practices were unlawful even if the alleged harassment does not turn out to rise to the level of a violation of law or Policy. Examples of unlawful retaliation include, but are not limited to:
1. Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
  2. Publicly releasing personnel files;
  3. Refusing to provide a reference or providing an unwarranted negative reference;
  4. Labeling an employee as “difficult” and excluding them from projects to avoid “drama”;
  5. Undermining an individual’s immigration status; or
  6. Reducing work responsibilities, passing over for a promotion, or moving an individual’s desk to a less desirable office location.
  7. Threats of physical violence out of work hours or disparaging someone on social media could also be considered retaliation under this Policy.
- B. Protected activity includes but is not limited to: making or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. Additional protected activities could include:
1. making a complaint of sexual harassment or discrimination, either internally or with any government agency;
  2. testifying or assisting in a proceeding involving sexual harassment or discrimination, making a verbal or informal complaint of harassment or by informing a supervisor or manager of suspected harassment or discrimination; or
  3. encouraging a fellow employee to report harassment.

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- C. This anti-retaliation provision is not intended to protect persons making intentionally false charges of harassment or discrimination.
- D. If allegations of retaliation are received by the District in connection with a complaint of sexual harassment or discrimination under this Policy, an investigation will be conducted pursuant to this Policy. Possible consequences for a finding of retaliation by an employee against another person for engaging in protected activities shall include, but not be limited to, counseling, discipline, suspension, and/or termination.

IV. Bystander Intervention

- A. An employee witnessing harassment as a bystander is encouraged to report it.
- B. A supervisor or manager who witnesses harassment as a bystander is **required** to report it.
- C. There are five (5) standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.
  - 1. Interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
  - 2. Ask a third party to help intervene in the harassment;
  - 3. Record or take notes on the harassment incident to benefit a future investigation;
  - 4. after the incident, check in with the person who has been harassed, see how they are feeling and let them know the behavior was not ok; and
  - 5. Confront the harasser and name the behavior as inappropriate. Physical assault is never an appropriate way to confront harassment.
- D. Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace.

V. Reporting Sexual Harassment

- A. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a supervisor, manager or the District Compliance Coordinator. Anyone who witnesses or becomes aware of potential instances of sexual harassment or discrimination should report such behavior to a supervisor, manager, or the District Compliance Coordinator.

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- B. The District Compliance Coordinator is the Superintendent, available at 315-839-6311.
- C. Form of Complaint
  - 1. Reports of sexual harassment may be made verbally, in writing, or by email.
  - 2. A written complaint form is provided as part of the Board Policy Manual as Regulation 6009.1. It is not required that this form be used.
  - 3. Employees who are reporting sexual harassment on behalf of other employees may report verbally, in writing, or by email. If Regulation 6009.1 is used, it should be noted on the form that the complaint is being submitted on behalf of another employee.

#### VI. Administrator and Supervisor Responsibilities

- A. Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the District Compliance Coordinator. If Managers and supervisors observe such behavior, they must act.
- B. Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment or discrimination to continue after they know about it.
- C. Supervisors and managers will also be subject to discipline for engaging in any retaliation.
- D. The District will work with individuals who have experienced harassment or discrimination to ensure the workplace is safe, supportive, and free from retaliation during and after any investigation.

#### VII. Reports, Complaints, and Investigations of Sexual Harassment

- A. All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will

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be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible.

- B. Employees shall be required to cooperate in an investigation of suspected sexual harassment or discrimination.
- C. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.
- D. While the specific process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, the District Compliance Coordinator will:
  - 1. Conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take interim action (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate.
  - 2. If complaint is verbal, a request to the Complainant will be made to complete the written complaint form. If the Complainant does not wish to do so, the District Compliance Coordinator prepare a complaint form or equivalent documentation based on the verbal reporting;
  - 3. Take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The Compliance Coordinator or designee will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
  - 4. Seek to interview all parties involved, including any relevant witnesses;
  - 5. Create a written documentation of the investigation which contains the following:
    - i. A list of all documents reviewed and a detailed summary of relevant documents;
    - ii. A list of names of those interviewed with a detailed summary of their statements;
    - iii. A timeline of events;
    - iv. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and

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- v. The basis for the decision and final resolution of the complaint, together with any remedial measures and/or corrective action(s).
6. Keep the written documentation and associated documents in a secure and confidential location;
7. Promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
8. Inform the complainant of the right to file an external complaint (outside of the District) as outlined later in this Policy.

#### VIII. Review of Compliance Coordinator's Determination

If a person who initiated a report of possible discrimination, or a person whose conduct was challenged by a report of possible discrimination, is not satisfied with the determination of the Compliance Coordinator (or other designated investigator), they may request that the determination be reviewed by the District Board.

- A. A request for review must be made in writing and filed with the District Clerk within ten (10) business days of receiving the written notice of the determination.
- B. The person requesting review shall provide a written explanation of their objection(s) to the determination, including the corrective action taken if any. That statement shall be filed with the District Clerk at least five (5) business days before the Board meeting at which the review will be conducted.

#### IX. Corrective Actions and Remedial Measures

- A. The Superintendent or designee has the discretion to implement immediate corrective action, pending the completion of a fact-finding inquiry, to protect an individual when the Superintendent concludes that the circumstances of a particular report warrant that action.
- B. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment or discrimination will depend on the degree of

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harassment and might include education, counseling, or discipline. It may also lead to suspension or termination when appropriate.

1. An employee found to have engaged in prohibited harassment or discrimination against another person (whether a District employee, District student or member of the public) in the course of their employment will be subject to discipline, up to and including termination. Such decisions will be made and implemented in accordance with this and other District policies, applicable state and federal statutes and regulations, as well as any applicable collective bargaining agreements.
2. Any other person found to have engaged in prohibited harassment or discrimination against another person (whether a District employee, District student or member of the public) while participating in a District activity or on District property may have their future access to District and its activities limited, as deemed appropriate under the circumstances.

X. Notifications and Training

- A. This Policy must be provided to all employees in hard copy or digital form, annually, upon hiring, and posted prominently in work locations and on the District website.
- B. The District shall provide annual training to all staff on the prohibition of sexual harassment and discrimination in the workplace. New hires must also receive training. A copy of the training materials and policy shall be provided either in hardcopy or electronically at the time of training.

XI. Legal Protections and External Remedies

- A. In addition to this and other Policies, District employees and other persons visiting or doing business with the District are protected from discrimination and harassment, including sexual harassment, by New York State and federal law. There also may be applicable local laws.
- B. The New York State Human Rights Law prohibits discrimination in employment and public accommodations, including sexual harassment. Your rights can be enforced by a complaint filed with the New York State Division of Human Rights or by filing a complaint in the New York State Supreme Court.
  1. You may learn more about your rights under the Human Rights Law by calling the Division's toll-free telephone number (888-392-3644) or



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visiting the Division's website ([www.dhr.ny.gov](http://www.dhr.ny.gov)). DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Contact the Division via TDD/TTY at 718-741-8300.

2. Go to [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.
  3. Call the DHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint or access a form at <https://dhr.ny.gov/complaint>. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.
  4. You may file a complaint with the Division within three years of the event you feel was harassment. You do not need a lawyer to file a complaint with the Division and there is no cost to do so. The Division will investigate your complaint and make a determination whether there is probable cause to believe sexual harassment occurred. Probable cause cases receive a public hearing before an administrative law judge. The Division will provide an attorney. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.
  5. An individual may not file with DHR if they have already filed a HRL complaint in state court.
- C. Federal laws, including Title VII of the Civil Rights Act of 1964, also prohibit discrimination in employment and public accommodation, including sexual harassment. Your rights can be enforced by filing a charge of discrimination with the United States Equal Employment Opportunity Commission (EEOC).
1. You may file a charge with the EEOC within three hundred (300) days of the most recent event you feel was harassment or discrimination. You do not need a lawyer to file a charge with the EEOC.

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2. An employee alleging discrimination at work can file a “Charge of Discrimination.” A form is available at <https://www.eeoc.gov/filing-charge-discrimination>
  3. The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at <https://www.eeoc.gov> or via email at [info@eeoc.gov](mailto:info@eeoc.gov).
  4. The EEOC will investigate your charge. If it determines there is reasonable cause to believe that unlawful discrimination occurred, the EEOC will attempt to obtain a remedy on your behalf through a conciliation process. If that is not successful, the EEOC (or Department of Justice in some cases), will decide whether to file a lawsuit. If they decide not to sue, you will be given a Notice of Right to Sue permitting an employee to file a lawsuit in federal court.
  5. If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.
- D. You may start a lawsuit in the state Supreme Court within three years of the event you feel was harassment. You can start a lawsuit yourself (pro se), but it is recommended that you retain a lawyer who is familiar with court procedures.
- E. Many localities enforce laws protecting individuals from sexual harassment and discrimination. Contact the county, city, or town of residence to find out if such a law exists.
- F. Local Police Department: If the harassment involves unwanted physical touching or contact, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

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Sauquoit Valley Central School District

Legal Ref: NYS Labor Law §201-g

Cross Ref: 0013, Title IX Grievance Process; 1010, Code of Conduct Policy; 0015, Prohibition of Discrimination, Harassment and Bullying Policy; 6404, Rights of Nursing Employees to Express Breast Milk

Adopted: 6/18/24

# Regulation

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## REPORT OF POSSIBLE SEXUAL HARASSMENT

Date: \_\_\_\_\_

Your Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Telephone: ( ) \_\_\_\_\_

Work Address (if applicable): \_\_\_\_\_

Work Telephone (if applicable): ( ) \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of person(s) you believe discriminated against you: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Describe the incident(s) as clearly as possible, including such details as: what force, if any, was used; any verbal statements (i.e. threats, requests, demands, etc.); what, if any, physical contact was involved, etc. (Attach additional pages if necessary.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby certify that the information I have provided in this Complaint is true, correct and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

Received by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

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Sauquoit Valley Central School District  
Approved by the Superintendent: 6/18/24