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

General Provisions

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

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

Standards of Conduct

The following rules and standards of conduct apply to all officers, including Board members, and employees of the District.

Gifts

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

Confidential Information

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

Conflicts of Interest

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

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

(Continued)

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

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

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

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

Representing Others in Matters Before the District

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

Disclosure of Interest in Contracts and Resolutions

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

(Continued)

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

Investments in Conflict with Official Duties

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

Private Employment

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

Future Employment

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

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

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

Penalties

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

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

Adopted: 6/22/21

SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY

Overview

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

Consistent with this commitment and in accordance with law and regulation, the District is an equal opportunity employer that does not discriminate against any employee or applicant for employment in its programs and activities on the basis of any legally protected class or category including, but not limited to: age; race; creed; religion; color; national origin; sexual orientation; gender identify or expression; military status; sex; disability; predisposing genetic characteristics; familial status; marital status; status as a victim of domestic violence; and criminal arrest or conviction record.

The District adopts this policy as part of its effort to provide for the prompt and equitable resolution of complaints of employment discrimination. The District will promptly respond to reports of employment discrimination, ensure that all investigations are conducted within a reasonably prompt time frame and under a predictable fair grievance process that provides due process protections, and impose disciplinary measures and implement remedies when warranted.

Inquiries about this policy may be directed to the District's Civil Rights Compliance Officer(s) (CRCO(s)).

Reporting Allegations of Employment Discrimination

Any person may report employment discrimination regardless of whether they are the alleged victim or not. Reports of employment discrimination may be made orally or in writing to the District's CRCO or any other District employee including, but not limited to, a supervisor or building principal.

All District employees who witness or receive an oral or written report of employment discrimination must immediately inform the CRCO. Failure to immediately inform the CRCO may subject the employee to discipline up to and including termination. If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

Additionally, District employees must comply with reporting requirements in an other applicable District policy or document. Applicable policies or documents may include: Policy #3420 – Non-Discrimination and Anti-Harassment in the District.

(Continued)

SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY (Con't)

Grievance Process for Complaints of Employment Discrimination

The District will act to promptly, thoroughly, and equitably investigate all complaints, whether oral or written, of employment discrimination and will promptly take appropriate action to protect individuals from further discrimination.

Various District policies and documents address employment discrimination. These policies and documents may include: Policy #342—Non-Discrimination and Anti-Harassment in the District. All complaints will be handled in accordance with the applicable District policies and/or documents.

The determination as to which District policies and/or documents are applicable is fact specific, and the CRCO may work with other District staff to determine which District policies and/or documents are applicable to the specific facts or the complaint.

If an investigation reveals that employment discrimination has occurred, the District will take immediate corrective action as warranted. This action will be taken in accordance with applicable law and regulation. As well as any applicable District policy, regulation, procedure, collective bargaining agreement, third-party contract, or other document such as the District's *Code of Conduct*.

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

The District prohibits retaliation against any individual because the individual made a report or complaint, testified, assisted, or participated or refused to participate in an investigation, proceeding, or hearing related to a complaint of employment discrimination.

Complaints of retaliation may be directed to the CRCO. If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

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

8 USC § 1324b
29 USC § 206
42 USC § 1981
Age Discrimination in Employment Act of 1967 (ADEA), 29 USC § 621 et seq.
Americans with Disabilities Act (ADA), 42 USC § 12101 et seq.
Genetic Information Non-Discrimination Act (GINA), 42 USC § 2000ff et seq.

(Continued)

SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY (Con't)

National Labor Relations Act (NLRA), 29 USC § 151 et seq.
Section 504 of the Rehabilitation Act of 1973, 29 USC § 790 et seq.
Title VI of the Civil Rights Act of 1964, 42 USC § 200d et seq.
Title VII of the Civil Rights Act of 1964, 42 USC § 200e et seq.
Title IX of the Education Amendments Act of 1982, 20 USC § 1681 et seq.
Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC § 4301 et seq.
28 CFR Part 35
29 CFR Chapter 1 – National Labor Relations Board
29 CFR Chapter XIV – Equal Employment Opportunity Commission
34 CFR Parts 100, 104, and 106
45 CFR Part 86
Civil Rights Law § § 40, 40-a, 40-c, 47-a, 47-b, and 48-a
Civil Service Law § § 75-b and 115
Correction Law § 752
Labor Law § § 174-a, 201-d, 201-g, 203-e, 206-c, and 215
New York State Human Rights Law, Executive Law § 290 et seq.
Military Law § § 242, 243, and 318
9 NYCRR § 466 et seq.

NOTE: Refer also to Policies #3420 – Non-Discrimination and Anti-Harassment in the District
#3421 – Title IX and Sex Discrimination
#6121 – Sexual Harassment in the Workplace
#6122 – Employee Grievances

Adoption Date: July 29, 2025

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE

Overview

The District is committed to creating and maintaining an environment which is free from harassment and discrimination. This policy addresses sexual harassment and gender discrimination in the workplace. It is intended to inform covered individuals of: their right to work in an environment that is free from sexual harassment and discrimination; what sexual harassment and discrimination look like; how they can prevent and report sexual harassment and discrimination; how they are protected from retaliation after taking action; and the general process for investigating a claim of sexual harassment and discrimination that falls under this policy. This policy is just one component of the District's overall commitment to maintaining a harassment and discrimination-free educational and work environment.

Under New York State Human Rights Law (NYSHRL), it is illegal for an employer to discriminate based on age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, status as a victim of domestic violence, or criminal history. These different identities impact an individual's perception and understanding of the world. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the process for reporting and investigating discrimination based on other protected classes is generally the same. However, the exact process may vary depending on a number of factors including, but not limited to, who is involved. Other District policies and documents such as regulations, procedures, collective bargaining agreements, and the District's *Code of Conduct* detail the specific process for reporting and investigating discrimination based on other protected identities.

Sexual harassment is a form of workplace discrimination that subjects individuals to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but the District recognizes that discrimination can be related to or affected by other identities beyond gender.

Discrimination of any kind, including sexual harassment, is unlawful, a violation of District policy, and may subject the District to liability for the harm experienced by targets of discrimination. All individuals are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace.

Harassers may also be individually subject to liability and supervisors who fail to report or act on harassment may be liable for aiding and abetting sexual harassment and discrimination. Employees at every level who engage in harassment or discrimination, including supervisory personnel who engage in harassment or discrimination or who allow such behavior to continue, will be subject to remedial and/or disciplinary action by the District.

(Continued)

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

The District adopts this policy as part of its effort to provide for the prompt and equitable resolution of complaints of sexual harassment in the workplace. The District will promptly respond to reports of sexual harassment in the workplace, ensure that all investigations are conducted within a reasonably prompt time frame and under a predictable fair grievance process that provides due process protections, and impose disciplinary measures and implement remedies when warranted.

Inquiries about this policy may be directed to the District's Civil Rights Compliance Officer(s) (CRCO(s)) and/or Title IX Coordinator(s).

Scope and Application

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

a) Employees;

b) Applicants for employment;

c) Paid or unpaid interns; and

d) Non-employees, which include anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or other person providing services pursuant to a contract in the workplace. These non-employees include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are non-employees providing equipment repair, cleaning services, or any other service through a contract with the District.

Other District policies and documents such as regulations, procedures, collective bargaining agreements, and the District's *Code of Conduct* may address misconduct related to sexual harassment and may provide for additional, different, or more specific grievance procedures depending on a number of factors including, but not limited to, who is involved and where the alleged sexual harassment occurred. These documents must be read in conjunction with this policy.

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

(Continued)

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

What Constitutes Sexual Harassment

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 individuals differently because of their gender.

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. 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. A transgender person is someone whose gender is different than the sex they were assigned at birth. 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.

Under NYSHRL, 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. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, NYSHRL 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 a covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of District policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts.

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:

a) 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 individual does not need to be the intended target of the sexual harassment;

b) Employment depends implicitly or explicitly on accepting such unwelcome behavior; or

(Continued)

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

c) Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of the behavior. These decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

a) Hostile work environment which includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted 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.

b) Quid pro quo harassment which occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment.

Any 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.

Examples of Sexual Harassment

The following describes some actions that may constitute unlawful sexual harassment and that are strictly prohibited. This list is just a sample of behaviors and should not be considered exhaustive. Any covered individual who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

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

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

2. Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy.

b) Unwanted sexual comments, advances, or propositions, such as:

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

(Continued)

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

2. Subtle or obvious pressure for unwelcome sexual activities; or

3. Repeated requests for dates or romantic gestures, including gift-giving.

c) 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.

d) 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:

1. Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or

2. 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.

e) Sexual or discriminatory displays or publications anywhere in the workplace, such as:

1. 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;

2. 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.

f) Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:

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

2. Sabotaging an individual's work;

3. Bullying, yelling, or name-calling;

4. Intentional misuse of an individual's preferred pronouns; or

(Continued)

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

5. Creating different expectations for individuals based on their perceived identities:

   (a) Dress codes that place more emphasis on women's attire;

   (b) Leaving parents/caregivers out of meetings.

Who Can be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. This policy applies to all instances of sexual harassment perpetrated against a "covered individual" by anyone in the workplace, including a co-worker, supervisor, or third-party such as a non-employee, paid or unpaid intern, vendor, building security, visitor, volunteer, parent, or student.

Sexual harassment does not happen in a vacuum and discrimination experienced by an individual can be impacted by biases and identities beyond an individual's gender. For example:

a) Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;

b) An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or

c) Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. Sexual harassment can occur on school property and at school functions which, for purposes of this policy, means a school-sponsored or school-authorized extracurricular event or activity regardless of where the event or activity takes place, including any event or activity that may take place virtually or in another state. It can occur while covered individuals are traveling for District business or at District or industry-sponsored events or parties. Calls, texts, emails, and social media usage by covered individuals can constitute unlawful workplace harassment, even if they occur away from school property, on personal devices, or during non-work hours. Accordingly, conduct or incidents of sexual harassment that create or foreseeably create a disruption within the District may be subject to this policy in certain circumstances.

(Continued)

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

Sexual harassment can occur when covered individuals are working remotely. Any behaviors outlined above that leave a covered individual feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the covered individual is working remotely when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

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

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. Adverse actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may 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.

Retaliation is unlawful under federal, state, and (where applicable) local law. The NYSHRL protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

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

b) Testified or assisted in a proceeding involving sexual harassment or discrimination under the NYSHRL or any other anti-discrimination law;

(Continued)

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

c) Opposed sexual harassment or discrimination by making a verbal or informal complaint, or by simply informing a supervisor, building principal, other administrator, or the CRCO of suspected harassment;

d) Reported that a covered individual has been sexually harassed or discriminated against; or

e) Encouraged a covered individual to report harassment.

The District prohibits all retaliation. Any individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment or discrimination if they believe it has occurred. Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of sexual harassment or discrimination.

Any District employee who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All covered individuals who believe they have been subject to retaliation should inform a supervisor, building principal, other administrator, or the CRCO.

All employees and covered individuals who believe they have been a target of retaliation may also seek relief from government agencies, as explained in this policy.

Reporting Allegations of Sexual Harassment

Anyone who experiences, witnesses, or becomes aware of potential instances of sexual harassment is encouraged to report the behavior to a supervisor, building principal, other administrator, or the CRCO. Covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough or conversely because they do not want to see someone fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and could include education counseling, suspension, or termination.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is posted on the District's website if a covered individual would like to use it, but the complaint form is not required. Individuals who are reporting sexual harassment on behalf of another individual may use the complaint form and note that it is being submitted on another individual's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another individual is also acceptable.

(Continued)

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

Reports may be made to a CRCO in person, by using the contact information for a CRCO, or by any other means that results in a CRCO receiving the person's verbal or written report. This report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office address, listed for a CRCO.

Reports of sexual harassment may also be made to any other District employee including a supervisor or building principal. All reports of discrimination and/or harassment must be immediately forwarded to the CRCO. Reports may also be forwarded to other District employees depending on the allegations.

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

Covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained in this policy.

Supervisory Responsibilities

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors, building principals, other administrators, and the CRCOs have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. All supervisors, building principals, and other administrators 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 the suspected sexual harassment to the CRCO. If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

Supervisors, building principals, and other administrators should not be passive and wait for a covered individual to make a claim of harassment. If they observe such behavior, they must act.

Supervisors, building principals, and other administrators can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors, building principals, and other administrators, can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

While supervisors, building principals, and other administrators have a responsibility to report harassment and discrimination, they must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about

(Continued)

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

harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors, building principals, and other administrators must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention

Any individual witnessing harassment as a bystander is encouraged to report it. A supervisor, building principal, or other administrator that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

a) A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;

b) A bystander who feels unsafe interrupting on their own can ask a third-party to help intervene in the harassment;

c) A bystander can record or take notes on the harassment incident to benefit a future investigation;

d) A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and

e) If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

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.

Grievance Process for Complaints of Sexual Harassment in the Workplace

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 be prompt, thorough, equitable, and started and completed as soon as possible. Investigations will be kept confidential to the extent possible. Disclosure may, however, be necessary to complete a thorough investigation of the charges and/or notify law enforcement officials. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

(Continued)

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

The CRCO will generally oversee the District's investigation of all complaints of discrimination and/or harassment. In the event an anonymous complaint is filed, the District will respond to the extent possible.

District employees may be required to cooperate as needed in an investigation of suspected sexual harassment. The District recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize a covered individual. Individuals receiving claims and leading investigations will handle complaints and questions with sensitivity toward participants.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, the CRCO:

a) Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (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.

   If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

b) Will investigate all complaints of sexual harassment regardless of how those complaints are reported and treat all complaints with equal priority. For verbal complaints, the individual will be encouraged to complete, in writing, the complaint form. If the individual reporting prefers not to fill out the complaint form, a complaint form or equivalent documentation based on the verbal reporting will be prepared. The individual reporting the harassment will be provided a copy of the completed complaint form.

c) Will 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 CRCO will consider and implement appropriate document request, review, and preservation measures, including for electronic communications.

d) Will seek to interview all parties involved, including any relevant witnesses. If a student is involved, the District will follow all applicable District policies and procedures regarding questioning students.

e) Will create written documentation of the investigation (such as a letter, memo, or email), which contains the following:

(Continued)

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

1. A list of all documents reviewed, along with a detailed summary of relevant documents;

2. A list of names of those interviewed, along with a detailed summary of their statements;

3. A timeline of events;

4. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and

5. The basis for the decision and final resolution of the complaint, together with any corrective action(s).

f) Will keep the written documentation and associated documents in a secure and confidential location.

g) Will 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. Any corrective action taken will be in accordance with applicable law and regulation, as well as any applicable District policy, regulation, procedure, collective bargaining agreement, third-party contract, or other document such as the District's *Code of Conduct*.

h) Will inform the individual(s) who reported the harassment of the right to file a complaint or charge externally as outlined in this policy.

Other District policies and documents address sexual harassment. All complaints will be handled in accordance with the applicable District policies and/or documents.

The determination as to which District policies and/or documents are applicable is fact specific, and the CRCO may work with other District staff such as the District's Title IX Coordinator(s) to determine which District policies and/or documents are applicable to the specific facts of the complaint.

Annual Training

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

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

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

(Continued)

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

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

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

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

Notification

The District will provide this policy to all employees in-person or digitally through email upon hiring and will be posted prominently in all work locations. In addition to sending the policy through email, this policy will also be available on the District's website.

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

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

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

Legal Protections and External Remedies

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

The District's internal process outlined in the policy above is one way for covered individuals to report sexual harassment. Covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, covered individuals may also seek the legal advice of an attorney.

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

(Continued)

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

New York State Division of Human Rights (NYSDHR)

The NYSHRL, NY Executive Law, Art. 15, Section 290 et seq., applies to all employers in New York State and protects covered individuals, regardless of immigration status. A complaint alleging violation of the NYSHRL may be filed either with the NYSDHR or in New York State Supreme Court.

Complaints of sexual harassment filed with NYSDHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with NYSDHR, they can bring a lawsuit directly in state court under the NYSHRL, **within three years** of the alleged sexual harassment. An individual may not file with NYSDHR if they have already filed a NYSHRL complaint in state court.

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

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

NYSDHR will investigate the complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, NYSDHR has the power to award relief. Relief varies, but it may include requiring the 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.

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

Go to dhr.ny.gov/complaint for more information about filing a complaint with NYSDHR. The website has a digital complaint process that can be completed on a computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to NYSDHR. The website also contains contact information for NYSDHR's regional offices across New York State.

Call the NYSDHR sexual harassment hotline at **1-800-HARASS-3 (1-800-427-2773)** for more information about filing a sexual harassment complaint. This hotline can also provide a referral to a volunteer attorney experienced in sexual harassment matters who can provide limited free assistance and counsel over the phone.

(Continued)

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

The United States Equal Employment Opportunity Commission

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 USC Section 2000e et seq. An individual can file a complaint with the EEOC anytime within 300 calendar days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred but does not file a lawsuit.

Individuals may obtain relief in mediation, settlement, or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An individual alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov, or via email at info@eeoc.gov. To file a complaint with the United States Equal Employment Opportunity Commission, please visit https://www.eeoc.gov/filing-charge-discrimination.

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

Title IX

Title IX of the Education Amendments Act of 1972 prohibits discrimination on the basis of sex in education programs and activities that receive federal financial assistance. The United States Department of Education's Office for Civil Rights (OCR) enforces Title IX of the Education Amendments Act of 1972.

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

Local Protections

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

(Continued)

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

Contact the Local Police Department

If the harassment involves unwanted physical touching, 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.

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

NOTE: Refer also to Policies #3420 -- Non-Discrimination and Anti-Harassment in the District
#3421 -- Title IX and Sex Discrimination
#6122 -- Employee Grievances
#7551 -- Sexual Harassment of Students

Adoption Date: July 29, 2025

SUBJECT: EMPLOYEE GRIEVANCES

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

General Municipal Law §§ 681-685

Adopted: 6/22/21

SUBJECT: EVALUATION OF PERSONNEL

All Staff Members

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

Teachers and Administrators

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

The primary purposes of these evaluations are:

a) To encourage and promote improved performance;

b) To guide professional development efforts; and

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

Disclosure of APPR

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

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

Adopted: 6/22/21

SUBJECT: EMPLOYEE MEDICAL EXAMINATIONS

Pre-employment Medical Examinations

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

Employment Entrance Examinations

All entering employees are required to obtain a medical examination after an offer of employment has been made and prior to the commencement of their employment. The District may condition an offer of employment on the results of the examination in accordance with law.

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

Examinations During Employment

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

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

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

Examinations and Inquiries

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

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

(Continued)

SUBJECT: EMPLOYEE MEDICAL EXAMINATIONS (Cont'd.)

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

Adoption Date: July 29, 2025

SUBJECT: ALCOHOL, TOBACCO, DRUGS, AND OTHER SUBSTANCES (STAFF)

Prohibited Conduct

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

Accordingly, when in the workplace or when the effects of these actions may impair job performance, staff are prohibited from consuming, sharing, selling, using, and/or possessing:

a) Illegal drugs;

b) Cannabis (marijuana) or any other controlled substance in schedules I through V of the Controlled Substance Act;

c) Counterfeit and designer drugs:

d) Drug paraphernalia; or

e) Alcohol.

Exceptions may exist for authorized medical cannabis use.

Additionally, the misuse and/or unprescribed use of prescription and over-the-counter drugs is prohibited in the workplace or when the effects of these actions may impair job performance.

Further, all staff are bound by the conduct prohibitions contained in District policy #5640 – Smoking, Tobacco, and Cannabis (Marijuana) Use.

Disciplinary Measures

Staff will be subject to the range of penalties or consequences, up to and including, termination of employment that may be imposed for engaging in prohibited conduct in accordance with any applicable law, District policy, collective bargaining agreement, and/or other similar document.

Information on Substance Use Related Services

The Superintendent has designated one or more individuals to provide information regarding where and how to find available substance use related services to students, parents, and staff.

The designated individuals for the District are the building social workers.

(Continued)

SUBJECT: ALCOHOL, TOBACCO, DRUGS, AND OTHER SUBSTANCES (STAFF) (Cont'd.)

Any information provided by a student, parent, or staff member to the designated individuals will not be used in any school disciplinary proceeding and will, in addition to any other applicable privilege, be considered confidential in accordance with law.

20 USC §§ 6083(a), 7118, and 7973(a)
41 USC § 8101 et seq.
Cannabis Law § 127
Civil Service Law § 75
Education Law §§ 409, 2801, 3020-a, and 3038
Labor Law § 201-d
Penal Law § 222.10
Public Health Law § 1399-o

NOTE: Refer also to Policies #3410 Code of Conduct
#5640 Smoking/Tobacco Use
#7320 Alcohol, Tobacco, Drugs, and Other Substances (Students)
District *Code of Conduct*

Adoption Date: July 29, 2025

SUBJECT: DRUG-FREE WORKPLACE

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

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

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

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

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

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

Adopted: 6/22/21

SUBJECT: PROFESSIONAL GROWTH/STAFF DEVELOPMENT

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

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

a) Contribute to the instructional program of the schools;

b) Contribute to improved education for students;

c) Achieve state mandates; and

d) Enhance the professional competencies and/or instructional abilities of staff members.

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

a) Planned in-service programs, courses, seminars, and workshops offered both within and outside the District.

b) Visits to other classrooms and schools, as well as attendance at professional meetings, for the purpose of improving instruction and/or educational services.

c) Orientation or re-orientation of staff members to program and/or organizational changes as well as District expectations.

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

Staff members are also encouraged to continue their formal education as well as to attend their respective work-related workshops, conferences, and meetings.

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

(Continued)

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

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

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

Mentoring Programs for First Year Teachers

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

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

Adopted: 6/22/21

SUBJECT: CONFERENCE/TRAVEL EXPENSE REIMBURSEMENT

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

All conference travel must have a completed Travel Conference Request Form on file which has been approved by the appropriate supervisor. Travel Conference Request Forms are only to be used by District employees.

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

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

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

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

General Municipal Law § 77-b(2)

NOTE: Refer also to Policy #5323 -- Reimbursement for Meals/Refreshments

Adopted: 6/22/21

SUBJECT: FINGERPRINTING CLEARANCE OF NEW HIRES

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

Safety of Students

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

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

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

Adopted: 6/22/21

Personnel

SUBJECT: STAFF-STUDENT RELATIONS (FRATERNIZATION)

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

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

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

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

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

(Continued)

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

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

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

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

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

District Responsibility/Training

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

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

Disciplinary Sanctions

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

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

Adopted: 6/22/21

Personnel

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY STATEMENT

Overview

The District is committed to the safety and security of its employees. Workplace violence presents a serious occupational safety hazard. The goal of this policy is to promote the safety and well-being of all people in the workplace.

Acts of violence against any employee where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for: helping to create an environment of mutual respect for each other, as well as students, parents, and other visitors; following all applicable documents; and for assisting in maintaining a safe and secure work environment.

This policy was developed in consultation with the authorized employee representative(s) and is designed to meet the requirements of New York State Labor Law.

Definitions

For purposes of this policy, the following definitions apply:

a) "Authorized employee representative" means an employee authorized by the employees or the designated representative of an employee organization recognized or certified to represent the employees pursuant to Article 14 of the Civil Service Law, the Public Employees' Fair Employment Act. Employees on the District-Wide Safety Committee will act as authorized employee representatives for their respective employee organizations.

b) "Imminent danger" means any conditions or practices in any place of employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of the danger can be eliminated through the enforcement procedures.

c) "Retaliatory action" means the discharge, suspension, demotion, penalization, or discrimination against any employee, or other adverse employment action taken against an employee in the terms and conditions of employment.

d) "Serious physical harm" means physical injury which creates a substantial risk of death, or which causes death or serious and protracted disfigurement, protracted impairment of health, or protracted loss or impairment of the function of any bodily organ or a sexual offense as defined in Penal Law.

(Continued)

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY STATEMENT (Cont'd.)

e) "Serious violation" means a serious violation of the public employer workplace violence prevention program is the failure to:

1. Develop and implement a program;

2. Address situations which could result in serious physical harm.

f) "Supervisor" means any person within the District who has the authority to direct and control the work performance of an employee or who has the authority to take corrective action regarding the violation of a law, rule, or regulation to which an employee submits written notice.

g) "Workplace" means any location away from an employee's domicile, permanent or temporary, where an employee performs any work-related duty in the course of their employment by the District.

What is Workplace Violence

Workplace violence is any physical assault or acts of aggressive behavior occurring where an employee performs any work-related duty in the course of their employment including, but not limited to:

a) An attempt or threat, whether verbal or physical, to inflict physical injury upon an employee;

b) Any intentional display of force which would give an employee reason to fear or expect bodily harm;

c) Intentional and wrongful physical contact with an employee without their consent that entails some injury;

d) Stalking an employee with the intent of causing fear of material harm to the physical safety and health of the employee when the stalking has arisen through and in the course of employment.

Workplace violence may be committed by:

a) Other employees;

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY STATEMENT (Cont'd.)

b) Former employees;

c) Students;

d) Parents;

e) Visitors;

f) Individuals who have no connection to the workplace, but enter to commit a robbery or other crime; or

g) An individual who has a personal relationship with an employee.

Prohibited Conduct

The District prohibits workplace violence and will not tolerate violence, threats of violence, or intimidating conduct in the workplace.

Workplace Violence Prevention Advisory Committee

The District will utilize the already established District Safety Committee to meet periodically throughout the year to review the Workplace Violence Prevention Plan. They will assist the District in coordinating its efforts to comply with its responsibilities related to workplace violence prevention, including overseeing the development and maintenance of the District's Workplace Violence Prevention Program (WVPP).

The District-Wide Safety Committee will include:

a) The Workplace Violence Prevention Coordinator;

b) All authorized employee representatives;

It may also include one or more representatives from the following groups:

a) The building-level emergency response team(s);

b) District/building administrators;

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY STATEMENT (Cont'd.)

c) Teachers, and

d) Other District staff.

Workplace Violence Prevention Coordinator

The District has designated the following District employee to serve as its Workplace Violence Prevention Coordinator:

Principal Jeffrey Mochrie
716-897-7800 ext. 3001,
jmochrie@cheektowagasloan.org

The Workplace Violence Prevention Coordinator convenes and coordinates the activities and plans of the ***District-Wide Safety*** Committee. The Workplace Violence Prevention Coordinator is also responsible for answering employee questions about this policy and related materials, as well as receiving workplace violence incident reports.

Authorized Employee Representatives

Authorized employee representatives will participate on the District Safety Committee. Other responsibilities of the authorized employee representatives include, but are not limited to:

a) Participating in the development and implementation of this policy.

b) Evaluating the physical environment.

c) Developing the WVPP.

d) Reviewing workplace violence incident reports at least annually to identify trends in the types of incidents reported, if any.

e) Reviewing the effectiveness of the mitigating actions taken.

f) Reporting violations of the District's WVPP.

(Continued)

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY STATEMENT (Cont'd.)

Reporting Workplace Violence

The District has established and implemented a reporting system for incidents of workplace violence. If there is a developing pattern of workplace violence incidents which may involve criminal conduct or a serious injury, the District will attempt to develop a protocol with the District Attorney or police to ensure that violent crimes committed against employees in the workplace are promptly investigated and appropriately prosecuted. The District will provide information on these protocols and contact information to employees who wish to file a criminal complaint after a workplace violence incident.

All employees and authorized employee representatives are responsible for providing written notice to a supervisor or Workplace Violence Prevention Coordinator of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received. Reports of workplace violence must be made in writing. All reports must be immediately forwarded to the Workplace Violence Prevention Coordinator.

Written notice is not required where imminent danger exists to the safety of a specific employee and the employee reasonably believes in good faith that reporting to a supervisor or the Workplace Violence Prevention Coordinator would not result in corrective action.

After the District receives notice, the District will be afforded a reasonable opportunity to correct the activity, policy, or practice. The District will immediately respond to all reported incidents of violence or threatening behavior upon notification.

In addition to complying with the reporting requirements in this policy, District employees must comply with all other applicable reporting requirements contained in any District policy, regulation, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

Inspections by the Commissioner of Labor

<u>At the Request of an Employee or Authorized Employee Representative</u>

If the District has been given notice and opportunity to resolve the activity, policy, or practice and the employee or authorized employee representative still believes that a serious violation of the WVPP remains, or that an imminent danger exists, the employee or authorized employee representative may request an inspection by notifying the Commissioner of Labor of the alleged violation or danger. The notice and request will be in writing, describing with reasonable particularity the grounds for the notice,

(Continued)

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY STATEMENT (Cont'd.)

and be signed by the employee or authorized employee representative. A copy of the written notice will be provided by the Commissioner of Labor to the District or the person in charge no later than the time of inspection, except that on the request of the person giving the notice, the person's name and the names of individual employees or authorized employee representative will be withheld.

A District representative and an authorized employee representative will be given the opportunity to accompany the Commissioner of Labor during an inspection for the purpose of aiding the inspection. Where there is no authorized employee representative, the Commissioner of Labor will consult with a reasonable number of employees concerning matters of safety in the workplace.

The authority of the Commissioner of Labor to inspect a premises pursuant to an employee complaint will not be limited to the alleged violation contained in the complaint. The Commissioner of Labor may inspect any other area of the premises in which they have reason to believe that a serious violation of the workplace violence prevention law exists.

Initiated by the Commissioner of Labor

The Commissioner of Labor may inspect any premises occupied by the District if they have reason to believe that a violation of the workplace violence prevention law has occurred. The current Public Employee Safety and Health (PESH) administrative plan will be used for the enforcement of the workplace violence prevention law, including a general schedule of inspection, which provides a rational administrative basis for the inspection.

Workplace Risk Evaluation and Developing a Workplace Violence Prevention Program (WVPP)

The District will engage in a process of workplace evaluation designed to identify the risks of workplace violence to which employees could be exposed.

The District will then develop and implement a written WVPP to prevent, minimize, and respond to any workplace violence. The District-Wide Safety Committee, which includes all authorized employee representatives, will oversee and participate in the development of the WVPP. During the development process, the authorized employee representative(s) will provide input on those situations in the workplace that pose a threat of workplace violence.

The WVPP will include the following:

a) A list of the risk factors identified in the workplace evaluation.

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY STATEMENT (Cont'd.)

b) The methods the District will use to prevent incidents of workplace violence. Examples include, but are not limited to:

1. Making high-risk areas more visible to more people;

2. Installing good external lighting;

3. Using drop safes or other methods to minimize cash on hand;

4. Posting signs stating that limited cash is on hand;

5. Providing training in conflict resolution and nonviolent self-defense responses; and

6. Establishing and implementing reporting systems for incidents of aggressive behavior.

c) A hierarchy of controls to which the program will adhere as follows: engineering controls, work practice controls, and personal protective equipment (PPE).

d) The methods and means by which the District will address each specific hazard identified in the workplace evaluation.

e) A system designed and implemented by the District to report any workplace violence incidents that occur in the workplace. The reports must be in writing and maintained for the annual program review.

f) A written outline or lesson plan for employee program training.

g) A plan for program review and update on at least an annual basis. This review and update will detail any mitigating steps taken in response to any incident of workplace violence.

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

The District will not take retaliatory action against any employee because the employee exercises any right accorded to them under this policy.

(Continued)

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY STATEMENT (Cont'd.)

Training

At the time of hire and annually thereafter, all employees will participate in the District's workplace violence prevention training program.

Notification

This policy will be posted where notices to employees are typically posted. The District will make its WVPP available to employees, authorized employee representatives, and the Commissioner of Labor upon request and in the work area.

Whenever significant changes are made to the WVPP, the District will provide relevant information to affected employees.

Labor Law Section 27-b
12 NYCRR Section 800.6

NOTE: Refer also to Policies #3410 -- Code of Conduct
#3411 -- Prohibition of Weapons on School Grounds
#3412 -- Threats of Violence in School
#3420 -- Non-Discrimination and Anti-Harassment in the District
#3421 -- Title IX and Sex Discrimination
#5681 -- School Safety Plans
#5684 -- Use of Surveillance Cameras in the District on School Buses
#5690 -- Exposure Control Program
#6121 -- Sexual Harassment in the Workplace
#6122 -- Employee Grievances
#7350 -- Timeout and Physical Restraint
#7360 -- Weapons in School and the Gun-Free Schools Act

Adopted: 2/27/24

SUBJECT: EMPLOYMENT OF RELATIVES OF BOARD MEMBERS

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

Education Law § 3016
General Municipal Law §§ 800-809

Adopted: 6/22/21

SUBJECT: INCIDENTAL TEACHING

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

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

a) Evidence of extensive recruitment of a teacher certified in the appropriate area;

b) The name and certification status of the teacher given the assignment;

c) The subject which the teacher is being assigned to teach on an incidental basis and the total number of classes in the subject being taught on an incidental basis;

d) The qualifications of the teacher to teach that subject on an incidental basis;

e) The specific reasons why an incidental assignment is necessary;

f) The anticipated duration of the incidental teaching assignment; and

g) The number of applications, approved or pending, for authorization to make incidental teaching assignments in the same certification area for which the current authorization is being sought.

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

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

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

(Continued)

SUBJECT: INCIDENTAL TEACHING (Cont'd.)

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

8 NYCRR § 80-5.3

Adopted: 6/22/21

SUBJECT: PROFESSIONAL STAFF: SEPARATION

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

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

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

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

Adopted: 6/22/21

SUBJECT: TEMPORARY PERSONNEL

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

Student Teachers

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

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

Substitute Teachers

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

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

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

Adopted: 6/22/21

SUBJECT: APPOINTMENT - SUPPORT STAFF

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

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

Civil Service Law § 63

Adopted: 6/22/21

SUBJECT: SUPPLEMENTARY SCHOOL PERSONNEL

Teacher Aides

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

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

Teaching Assistants

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

Teaching assistants assist teachers by performing duties such as:

a) Working with individual students or groups of students on special instructional projects;

b) Providing the teacher with information about students that will assist the teacher in the development of appropriate learning aspects;

c) Assisting students in the use of available instructional resources and assisting in the development of instructional materials;

d) Utilizing their own special skills and abilities by assisting in instructional programs in areas such as foreign language, arts, crafts, music, and similar subjects; and

e) Assisting in related instructional work as required.

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

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

b) Helping a teacher to construct a lesson plan;

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

(Continued)

SUBJECT: SUPPLEMENTARY SCHOOL PERSONNEL (Cont'd.)

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

e) Helping a teacher to train other teaching assistants.

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

8 NYCRR § 80-5.6, 80-5.9

Adopted: 6/22/21

SUBJECT: ACCEPTABLE USE POLICY (PERSONNEL)

The District provides access to digital information systems through the District's computer network. This policy establishes acceptable use expectations, safeguards district information resources, and assists in compliance with applicable laws, regulations, and district procedures.

Definitions

For the purposes of this policy, the following definitions apply:

a) "Digital information systems" means:

1. All computer hardware, devices, and systems owned or leased by the District, including but not limited to:

(a) Computers of any size and form factor, including smartphones, tablets, and interactive whiteboards;

(b) Networks;

(c) Internet access;

(d) Network servers;

(e) Routers, cables, and switches;

(f) Video conferencing equipment; and

(g) Internet of things (IoT) devices (devices that collect and share data, such as security systems or wearable devices); and

2. Software that is owned, leased, or licensed by the District, or that the District has the use of through a cooperative services agreement (CoSer), and that is used to create, modify, store, or transmit information in a digitized form.

b) "Personnel" means all district employees, substitutes, contractors, consultants, student teachers, volunteers, and any other individuals granted access to district digital information systems.

Overview

Prior to accessing these digital information systems, all personnel must read, sign, and return the applicable acceptable use form(s). The District will provide reasonable oversight for their digital information systems, however, responsibility for their use ultimately lies with the individual user.

(Continued)

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

Except for any privilege or confidentiality recognized by law, district personnel have no legitimate expectation of privacy during any use of the District's digital information systems or in any data on those systems. Any use may be monitored, recorded, or accessed in any manner by authorized personnel without additional prior notice to personnel. Periodic monitoring may be conducted of digital information systems used, including, but not limited to, all computer files and all forms of electronic communication.

The District reserves the right to impose restrictions on the use of particular digital resources. For example, the District may block access to websites, services, or applications not serving legitimate business or educational purposes or may restrict users' ability to attach personal devices to the District's digital information systems or devices.

Acceptable Use

All uses of district digital information systems by district personnel must comply with district policies, standards, procedures, and regulations, as well as any applicable federal and state laws and regulations, including but not limited to copyright laws and licensing agreements.

Acceptable uses of the district digital information systems include, but are not limited to, the following:

a) Protecting confidential information and student data from unauthorized use or disclosure;

b) Using digital information systems to support student learning and district business operations;

c) Maintaining professional conduct in online communications and behavior as in all other aspects of work;

d) Reporting suspected cybersecurity incidents to appropriate district information technology personnel immediately; and

e) Observing authorized levels of access and utilizing only approved digital information system devices and services.

Unacceptable Use

The following list is not intended to be exhaustive, but provides a framework for determining activities that constitute unacceptable use of district digital information systems.

(Continued)

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

Unacceptable uses of the district digital information systems include, but are not limited to, the following:

a) Distributing, transmitting, posting, or storing any electronic communications, materials, or correspondence that is threatening, obscene, harassing, pornographic, offensive, defamatory, discriminatory, inflammatory, illegal, or intentionally false or inaccurate;

b) Engaging in unauthorized use or disclosure of personal, private, sensitive, and/or confidential information, including entering this information into unauthorized generative artificial intelligence (AI) or other AI systems;

c) Connecting unapproved devices to the district digital information systems;

d) Installing, downloading, or running software that has not been approved in accordance with district policies;

e) Using district digital information systems for commercial or personal purposes, including solicitation or advertisement, in support of religious, political, not-for-profit organizations, for-profit business activities, or in support of other outside employment or business activity;

f) Providing unauthorized third parties access to the district digital information systems;

g) Tampering with, disengaging, or otherwise circumventing district-implemented IT security;

h) Plagiarizing or engaging in copyright infringement; and

i) Using district digital information systems to access personal social media platforms, email, or other personal account-based platforms.

Occasional and Incidental Personal Use

The District permits occasional and incidental personal use of its digital information systems, provided the use is consistent with this policy, is limited in amount and duration, does not conflict with the user's ability to perform their duties, and does not impede the ability of other users to utilize the system for legitimate work purposes, including but not limited to, extensive bandwidth, resource, or storage utilization. The District may revoke or limit this permission at any time.

(Continued)

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

Individual Accountability

Individual accountability is required when accessing all district digital information systems. Users must comply with district procedures and any other applicable district documents for data networks and security access which may include password protocols, use of multi-factor authentication, and other security measures as defined by the District. All users must treat their credentials as confidential information which must not be disclosed or shared. All users are responsible for protecting against unauthorized activities performed under their user ID, devices, or any other district system.

Compliance

Any violation of this policy may subject the user to disciplinary action, civil penalties, and/or criminal prosecution. The District will review alleged violations of this policy on a case-by-case basis and pursue recourse, as appropriate.

NOTE: Refer also to Policies #5672 -- Information Security Breach and Notification
#5676 -- Privacy and Security for Student Data and Teacher and Principal Data
#5850 -- Data Networks and Security Access
#5851 -- Cybersecurity Incident Response
#6411 -- Use of Email in the District
#6412 -- Social Media Use
#8271 -- Internet Safety/Internet Content Filtering

Adoption Date: 6/16/2026

SUBJECT: USE OF EMAIL IN THE DISTRICT

Overview

Email is a valuable tool that allows for quick and efficient communication. However, careless, unacceptable, or illegal use of email may place the District and members of its community at risk. Use of email in the District must be consistent with the District's educational goals and comply with federal and state laws and regulations, as well as all applicable District policies, regulations, procedures, collective bargaining agreements, and other related documents such as the District's Code of Conduct. This includes, but is not limited to, this policy and the District's policies on nondiscrimination and anti-harassment, protecting the personal information of District employees and students, acceptable use, and record management.

District-related emails are most secure and best managed when District email services are used. Accordingly, the District's email services should be used for all District-related emails, including emails in which students or student issues are involved. Personal email accounts should not be used to conduct District-related business. Further, District email accounts should not be used as any individual's primary personal email address.

Scope and Application of Policy

This policy applies to all District employees and any individual assigned a District email address to conduct District-related business (authorized user).

Sending Emails with Personal, Private, and Sensitive Information

Personal, private, and sensitive information (PPSI) is any information to which unauthorized access, disclosure, modification, destruction, use, or disruption of access or use could have or cause a severe impact on critical District functions, employees, students, third parties, or other individuals or entities. For purposes of this policy, PPSI includes, but is not limited to:

a) District assessment data;

b) Protected student records;

c) Information subject to laws protecting personal information such as Family Educational Rights and Privacy Act (FERPA), Individuals with Disabilities Act (IDEA), Health Insurance Portability and Accountability Act (HIPAA);

d) Social security numbers;

e) Driver's license or non-driver identification card numbers;

f) Credit or debit card numbers;

(Continued)

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

g) Account numbers;

h) Passwords; and

i) Access codes.

The failure to follow proper security protocols when emailing PPSI increases the risk that unauthorized individuals could access and misuse PPSI.

District employees and authorized users may not send or forward emails that include:

a) PPSI without building principal or supervisor authorization. Additional precautions, such as encrypting the email in a District-approved method, should be taken when sending any emails containing PPSI.

b) Lists or information about District employees without building principal or supervisor authorization.

c) Attachments with file names that may disclose PPSI. Files containing PPSI should be password protected and encrypted. File protection passwords should not be transmitted via email. District employees and authorized users will not use cloud-based storage services (such as Dropbox or OneDrive) to transmit files with PPSI without previous District approval or consulting with a building principal or supervisor.

d) Comments or statements about the District that may negatively impact it.

Any questions regarding the District's protocols for sending emails with PPSI or what information may or may not be emailed should be directed to a supervisor.

Receiving Suspicious Emails

Social engineering attacks are prevalent in email. In a social engineering attack, an attacker uses human interaction (social skills) to obtain confidential or sensitive information.

Phishing attacks are a form of social engineering. Phishing attacks use fake email messages pretending to represent a legitimate person or entity to request information such as names, passwords, and account numbers. They may also deceive an individual into opening a malicious webpage or downloading a file attachment that leads to malware being installed.

Malware is malicious software that is designed to harm computer systems. Malware may be inadvertently installed after an individual opens an email attachment, downloads content from the Internet, or visits an infected website.

(Continued)

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

Before responding to any emails, clicking on any hyperlinks, or opening any attachments, District employees and authorized users should review emails for indicators of suspicious activity. These indicators include, but are not limited to:

a) Attachments that were not expected or make no sense in relation to the email message;

b) When the recipient hovers the mouse over a hyperlink that is displayed in the email, the link to the address is for a different website;

c) Hyperlinks with misspellings of known websites;

d) The sender is not someone with whom the recipient ordinarily communicates;

e) The sender's email address is from a suspicious domain;

f) Emails that are unexpected, unusual, or have bad grammar or spelling errors; and

g) Emails asking the recipient to click on a link or open an attachment to avoid a negative consequence or to gain something of value.

District employees and authorized users should report suspicious emails to the District's information technology (IT) staff through the District-provided reporting software.

No Expectation of Privacy

District employees and authorized users should have no expectation of privacy for any email messages they create, receive, or maintain on their District email account. The District has the right to monitor, review, and audit each District employee's and authorized user's District email account.

Accessing District Email Services on Personal Devices

In the event a District employee or authorized user loses a personal device that has been used to access the District's email service, that District employee or authorized user should notify the District's IT staff so that measures can be taken to secure the email account.

Personal Use

The District's email services are intended for District-related business only. Incidental or limited personal use of the District's email services is allowed so long as the use does not interfere with job performance. However, District employees and authorized users should have no expectation of privacy in this email use.

(Continued)

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

The District's email services should not be used to conduct job searches, post personal information to bulletin boards, blogs, chat groups, and list services, etc. without authorization from a building principal or supervisor.

It is prohibited to use the District's email services for:

a) Illegal purposes;

b) Transmitting threatening, obscene, discriminatory, or harassing materials or messages:

c) Personal gain or profit;

d) Promoting religious or political causes; and/or

e) Sending spam, chain letters, or any other type of unauthorized widespread distribution of unsolicited mail.

Personal email accounts or services (Yahoo, Gmail, etc.) should not be accessed via the District Computer System (DCS) without authorization from a building principal or supervisor.

Training

District employees and authorized users will receive ongoing training related to the use of email in the District. This training may cover topics such as:

a) What is expected of users, including the appropriate use of email with students, parents, and other individuals to avoid issues regarding harassment and/or charges of fraternization;

b) How to identify suspicious emails, as well as what to do after receipt of a suspicious email;

c) Emailing PPSI;

d) How to reduce risk to the District;

e) Cost of policy non-compliance;

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

g) How users should have no expectation of privacy when using the DCS or any District email service.

(Continued)

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

Notification

The District will provide annual notification of this policy and any corresponding regulations to all District employees and authorized users. The District will then require that all employees and authorized users acknowledge that they have read, understood, and will comply with the policy and regulations.

Records Management and Retention

The same laws and business records requirements apply to email as to other forms of written communication.

Email will be maintained and archived in accordance with Retention and Disposition Schedule for New York Local Government Records (LGS-1) and as outlined in any records management policies, regulations, and/or procedures.

Additionally, emails may be subject to disclosure under the Freedom of Information Law (FOIL), a court action, an audit, or as otherwise required or permitted by law or regulation.

Disciplinary Measures

Failure to comply with this policy and any corresponding regulations or procedures may subject a District employee and authorized user to discipline such as loss of email use, loss of access to the DCS, and/or other disciplinary action up to and including termination. When applicable, law enforcement agencies may be contacted.

The District's IT staff may report inappropriate use of email by a District employee or authorized user to the District employee or authorized user's building principal or supervisor who may take appropriate action which may include disciplinary measures.

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

Adopted: July 29, 2025

SUBJECT: EMPLOYEE PERSONNEL RECORDS AND RELEASE OF INFORMATION

Personnel Records

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

Release of Personnel Information

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

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

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

c) When the employee grants permission.

Release of Information Concerning Former Employees

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

Public Officers Law § 87
8 NYCRR Part 84

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

Adopted: 6/22/21

SUBJECT: EMPLOYEE POLITICAL ACTIVITIES

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

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

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

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

Adopted: 6/22/21

SUBJECT: THEFT OF SERVICES OR PROPERTY

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

Penal Law § 165.15

Adopted: 6/22/21

Personnel

SUBJECT: DEFENSE AND INDEMNIFICATION OF BOARD MEMBERS AND EMPLOYEES

Liability Protection in Accordance with Education Law

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

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

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

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

Public Officers Law Section 18

The Board hereby also confers the benefits of New York State Public Officers Law Section 18 upon the "employees" of the District, as defined in Public Officers Law Section 18; the District assumes the liability for the costs incurred in accordance with the provisions of Public Officers Law Section 18. The benefits accorded to District employees under Public Officers Law Section 18 will supplement and be available in addition to defense or indemnification protection conferred by other enactment or provisions of law.

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

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

(Continued)

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

the act or omission from which the judgment or claim arose occurred while the employee was acting within the scope of his or her public employment or duties. However, in the case of a settlement, the duty to indemnify and save harmless will be conditioned upon the approval of the amount of the settlement by the Board.

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

Exceptions to Liability Coverage

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

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

Adopted: 6/22/21

SUBJECT: LEAVES OF ABSENCE

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

Leaves of Absence, Contractual, Et Al.

a) Employees who are members of a negotiating unit:

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

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

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

c) Employees who are under contract to the District:

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

Leaves of Absence, Unpaid, Not Covered Above

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

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

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

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

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

(Continued)

SUBJECT: LEAVES OF ABSENCE (Cont'd.)

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

Other Leaves of Absence

Other leaves of absence include, but are not limited to, the following:

a) Emergency Service Volunteer Leave

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

b) Screenings for Cancer

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

c) Blood Donation

The District must either, at its option:

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

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

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

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

(Continued)

SUBJECT: LEAVES OF ABSENCE (Cont'd.)

d) Bone Marrow Donation

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

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

e) Nursing Mothers (Breastfeeding/Lactation)

The District will provide reasonable unpaid break time or permit the use of paid break time or meal time to allow an employee to express breast milk for their nursing child each time the employee has reasonable need to express breast milk for up to three years following childbirth.

Upon employee request, the District will designate a room or other location to be used by the employee to express breast milk which will be in close proximity to the work area, well lit, shielded from view, and free from workplace or public intrusion. The location will, at a minimum, contain a chair, a working surface, nearby access to clean running water, and an electrical outlet. The location will not be a restroom or toilet stall. The District will provide access to refrigeration for the purposes of storing expressed milk.

If the sole purpose of the location is not dedicated for use by employees to express breast milk, the location will be made available to employees when needed and will not be used for any other purpose while in use. The District will provide notice to all employees as soon as practicable when the location has been designated for use by employees to express breast milk.

At the employee's option, the District will allow the employee to work before or after their normal shift to make up the amount of time used during the unpaid break time(s) so long as the additional time requested falls within the District's normal work hours.

The District will provide a written notification regarding the rights of nursing employees to express breast milk in the workplace to each employee upon hire, annually thereafter, and to employees returning to work following the birth of a child. This notice will be based on a written policy developed by the Commissioner of Labor and will at a minimum:

1. Inform employees of their rights pursuant to law;

(Continued)

SUBJECT: LEAVES OF ABSENCE (Cont'd.)

2. Specify how a request may be submitted to the District for a room or other location for use by an employee to express breast milk;

3. Require the District to respond to requests within a reasonable time frame that is not to exceed five business days.

The District will not discriminate or retaliate against an employee who chooses to express breast milk in the workplace.

f) Witnesses or Victims of Crimes

The District will grant an unpaid leave of absence to an employee, who is a victim of or a witness to a criminal offense, that is required or chooses to appear as a witness, consult with the district attorney, or exercise their rights as provided in the Criminal Procedure Law, the Family Court Act, and the Executive Law.

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

g) Victims of Domestic Violence

Unless the absence would cause an undue hardship to the District, the District will provide reasonable accommodations to employees who are victims of domestic violence who must be absent from work for a reasonable time in accordance with law.

An employee availing themselves of this leave must provide the District with reasonable advance notice, unless providing this notice is not feasible. An employee unable to provide reasonable advance notice must, within a reasonable time after the absence, provide a certification to the District when requested.

To the extent allowed by law, the District will maintain the confidentiality of any information related to an employee's status as a victim of domestic violence.

h) Military Leave

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

(Continued)

SUBJECT: LEAVES OF ABSENCE (Cont'd.)

i) Jury Duty

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

j) Voting

Employees who are registered voters and have four consecutive hours either between the opening of the polls and the beginning of their working shift, or between the end of their working shift and the closing of the polls, will be deemed to have sufficient time to vote and will therefore not be eligible for paid leave to vote in any election.

Employees who are registered voters, and do not have sufficient time outside of their working hours to vote in any election, may without loss of pay for up to two hours, take so much time off as will, when added to their voting time outside of their working hours, enable them to vote. The employee will be allowed time off for voting only at the beginning or the end of their working shift, as the District may designate, unless otherwise mutually agreed.

Employees requiring working time off to vote must notify the District not more than ten or less than two working days before the day of the election.

The District must post a notice informing employees of their right to leave in order to vote not less than ten working days before an election and until polls close on election day. This notice will be conspicuously posted in a place where it can be seen by employees as they come and go to their place of work.

29 USC Section 218d
Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 USC Sections 4301-4333
Civil Service Law Sections 71-73 and 159-b
Education Law Sections 1709(16), 2509(6), 2573(12), 3005, 3005-a and 3005-b
Election Law Section 3-110
Executive Law Section 296(22)
General Municipal Law Sections 92, 92-c, and 92-d
Judiciary Law Sections 519 and 521
Labor Law Sections 202-a, 202-i, 202-j, 202-l, and 206-c
Military Law Sections 242 and 243
Penal Law Section 215.14

Adoption Date: July 29, 2025

SUBJECT: FAMILY AND MEDICAL LEAVE ACT (FMLA)

The District allows eligible employees to take available leave under the Family and Medical Leave Act of 1993 (FMLA). Employees are eligible if they have been employed by the District for at least 12 months and for at least 1,250 hours of service during the previous 12-month period.

An eligible employee is entitled to take available FMLA leave, up to 12 weeks of leave in a 12-month period, for one or more of the following:

a) **New Child**: The birth of a son or daughter of the employee and in order to care for the newborn child, or because of the placement of a son or daughter with the employee for adoption or foster care.

b) **Employee "Serious Health Condition"**: Because of a "serious health condition" that makes the employee unable to perform the functions of his or her position.

c) **Family Member "Serious Health Condition"**: To care for the employee's spouse, or a son, daughter or parent (but not parent "in-law") of the employee, if such family member has a "serious health condition."

d) **"Qualifying Exigency" for Family of Active Military Service Member**: Because of any "qualifying exigency" arising from the employee's spouse, son, daughter, or parent, who is a covered military member (member of the Armed Forces, U.S. National Guard, or Reserves), being on covered active duty (or being notified of an impending call or order to covered active duty) involving deployment to a foreign country. Qualifying exigency leave is not available where the call to covered active duty comes from the state rather than the federal government.

An eligible employee is entitled to take available FMLA leave, for up to 26 weeks of leave during a 12-month period in order to care for:

Military Caregiver Leave

a) A current member of the Armed Forces, including a member of the National Guard or Reserves, to whom the employee is the spouse, son, daughter, parent, or next of kin with a "serious injury or illness," who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or

b) A veteran, to whom the employee is the spouse, son, daughter, parent, or next of kin, who is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness" and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

(Continued)

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

Definitions

The following definitions apply to certain terms used in this policy:

a) A **"serious health condition"** is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or "continuing treatment" by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the **"continuing treatment"** requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment all within 30 days of the first day of incapacity, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may also meet the definition of continuing treatment.

b) **"Qualifying exigencies"** include short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities as agreed upon by the District and the employee.

c) **"Serious injury or illness":**

1. In the case of a member of the Armed Forces (including a member of the National Guard or Reserves) means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

2. In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

d) **"Parent"** means a biological parent or an individual who stood *in loco parentis* to an employee when the employee was a child.

(Continued)

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

e) **"Son or daughter"** Except with respect to Military Caregiver Leave, **"son or daughter"** means a biological, adopted, foster child, step child, legal ward, or child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability. With respect to Military Caregiver Leave, **"son or daughter"** means the servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the servicemember stood *in loco parentis*, and who is of any age.

f) **"Next of kin of a covered servicemember"** means the nearest blood relative other than the covered servicemember's spouse, son, or daughter, as determined by applicable law.

Amount of Leave Available

a) For FMLA leave other than Military Caregiver Leave: Eligible employees are limited to a total of 12 workweeks of FMLA leave during any 12-month period. Each 12-month period is a "rolling" 12-month period, which is measured backwards from the date an employee uses FMLA leave.

b) Leave for a new child cannot be taken later than 12 months after the birth or placement of the child, but may be taken before the actual date of birth under some circumstances. If two employees who are spouses are eligible for FMLA leave as a result of the birth or adoption of the same child, the employees will only be eligible to receive a total 12 weeks of leave between them based on the birth or adoption. Each individual employee remains eligible for the remaining portion of 12 weeks that they did not actually take for the birth or adoption of the child, which remaining portion may be taken for other forms of FMLA leave, including leave to care for the child if the child has a "serious health condition."

c) For Military Caregiver Leave: Eligible employees are limited to 26 workweeks of FMLA leave during a single 12-month period, measured forward from the first day of the Military Caregiver Leave. If an eligible employee does not take a full 26 workweeks of leave within 12 months of the first day of leave, then the employee is not entitled to additional Military Caregiver Leave with respect to the same "serious injury or illness" by the same servicemember. No more than 26 workweeks of FMLA leave may be taken within any 12-month period even if an employee would otherwise be eligible for Military Caregiver Leave based on two different qualifying "serious injuries or illnesses." If an eligible employee does not take all of his or her 26 workweeks of leave entitlement to care for a covered servicemember during the single 12-month period, the remaining part of his or her 26 workweeks of leave entitlement to care for the covered servicemember is forfeited.

(Continued)

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

d) Leave because of a "serious health condition" of the employee or a family member or the "serious injury or illness" of a covered servicemember can only be taken during such time as the employee or family member has a "serious health condition," or the covered servicemember has a "serious injury, or illness," as applicable. Leave because of a "qualifying exigency" for the family of an active duty military service member can only be taken during such time as the "qualifying exigency" exists.

e) If two employees are spouses and are eligible for Military Caregiver Leave, the employees are limited to, at most, a combined total of 26 workweeks of leave to care for a covered servicemember with a "serious injury or illness" during the single 12-month period applicable with respect to the Military Caregiver Leave.

f) During any applicable 12-month period in which Military Caregiver Leave is taken, an employee is limited to a combined total of, at most, 26 workweeks of FMLA leave regardless of the type(s) of leave. (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered servicemember.) During any applicable 12-month period in which Military Caregiver Leave is not taken, an employee is limited to a combined total of, at most, 12 workweeks of FMLA leave for all other types of leave.

Unpaid Leave

The FMLA leave available to employees under this policy is unpaid leave. However, if paid leave is also available to an employee pursuant to a different applicable law, agreement, or District policy, that paid leave must be taken concurrently with the FMLA leave.

Special Provisions for Instructional Employees

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

Intermittent Leave Taken by Instructional Employees

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

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

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

(Continued)

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

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

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

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

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

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

Benefits and Restoration

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

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

Employee Notice and Medical Certification

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

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

(Continued)

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

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

FMLA Notice

The District will display a general notice to employees about FMLA leave rights in each school building. Employees and applicants can also view these rights and responsibilities at any time by visiting the United States Department of Labor's website at:
https://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf.

Family and Medical Leave Act of 1993 (as amended), Public Law 103-3
National Defense Authorization Act of 2008, Public Law 110-181
10 USC § 101(a) (13)
29 USC §§ 1630.1 and 2611-2654
29 CFR Part 825 and Part 1630
42 USC § 12102
Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191
45 CFR Parts 160 and 164

NOTE: Refer also to Policy #6552 -- Military Leaves of Absence

Adopted: 6/22/21

SUBJECT: MILITARY LEAVES OF ABSENCE

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

Employment Rights

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

Salary/Compensation

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

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

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

Employee Benefits

Health Plan Coverage

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

(Continued)

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

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

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

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

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

Pension/Retirement Plans

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

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

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

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

(Continued)

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

Leaves of Absence for Military Spouses

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

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

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

Reemployment/Restoration Rights ("Escalator Principle")

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

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

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

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

(Continued)

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

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

Probationary Service

Public Employees in General

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

Teachers/Supervisory Staff

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

Collective Bargaining Agreements/Contracts/Plans/Practices

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

Notice of Rights and Duties

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

(Continued)

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

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

NOTE: Refer also to Policy #6551 -- Family and Medical Leave Act (FMLA)

Adopted: 6/22/21

SUBJECT: DETERMINATION OF EMPLOYMENT STATUS: EMPLOYEE OR INDEPENDENT CONTRACTOR

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

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

Definitions

"Employee" means an individual performing services for the District for which the District has the right to control the means and methods of what work will be done and how the work will be done.

"Independent contractor" means a consultant or other individual engaged to achieve a certain result for the District but who is not subject to the direction of the District as to the means and methods of accomplishing the result. The District will not enter into agreements with independent contractors for instructional services except under the limited circumstances permitted by the New York State Education Department (NYSED).

Employees to be Reported to NYSLRS

All persons employed by the District will be included in the reporting requirements. The District will provide the information deemed necessary by the retirement system for all employees except those who actively participate in another public retirement system or program. In the case of employees who are in the process of being registered for membership, all service, salary, and deduction data and mandatory contributions will be accumulated by the District and the accumulation will be included with the first monthly report which is due after the employee's registration or identification number has been assigned.

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

Employer Reporting of Certain Professions

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

(Continued)

SUBJECT: DETERMINATION OF EMPLOYMENT STATUS: EMPLOYEE OR INDEPENDENT CONTRACTOR

When making a determination as to an individual's status as an employee or independent contractor, no single factor will be considered to be conclusive of the issue. All factors will be considered in making an assessment of an individual's status when engaged to perform services.

Legal Services

Charging for Legal Services

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

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

Reports Regarding Attorneys

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

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

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

c) All remuneration and compensation paid for legal services.

Protection Against Fraud

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

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

NOTE: Refer also to Policy #1337 -- Duties of the School Attorney Adopted: 6/22/21

Adoption Date: July 29, 2025

SUBJECT: EMPLOYMENT OF RETIRED PERSONS

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

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

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

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

b) The retiree's age.

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

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

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

Section 211 Approval Process

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

(Continued)

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

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

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

Reporting Requirements and Disclosure

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

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

Public Record

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

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

Adopted: 6/22/21