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POLICY F. 1

Personnel

SUBJECT: Staff-Student Relations (Fraternization)

The Board of Education requires that all School District employees maintain a professional, ethical, relationship with District students that is conducive to an effective, safe, learning environment; and that District employees act as role models for students. District employees must establish appropriate personal boundaries with students and not engage in any behavior that could reasonably lead to even the appearance of impropriety.

District employees are prohibited, under any circumstances, to date or engage in any improper fraternization or undue familiarity with students, regardless of the student's age and/or regardless of whether the student may have "consented" to such conduct. Further, employees shall not entertain students or socialize with students in such a manner as to create the perception that a dating relationship exists. Similarly, any action or comment by a District employee which invites romantic or sexual involvement with a student is considered highly unethical, in violation of the 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, engaging in, or encouraging flirting; making suggestive comments; dating; requests for sexual activity; inappropriate physical displays of affection; giving inappropriate personal gifts; frequent personal communication with a student (via phone, e-mail, letters, notes, etc.) 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.

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

Any student who believes that he/she has been subjected to inappropriate District employee behavior as enumerated in this policy, as well as students, school employees or third parties who have knowledge of or witness any possible occurrence of inappropriate District employee-student relations, shall report the incident to any District employee or either the employee's supervisor, the student's principal or the District's designated complaint officer. In all events such reports shall be forwarded to the designated complaint officer for further investigation. Investigations of allegations of inappropriate District employee-student relations shall follow the procedures utilized for complaints of harassment within the School District. Allegations of inappropriate District employee-student behavior shall be promptly investigated and will be treated as confidential and private to the extent possible within legal constraints.

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

If a student initiates inappropriate behavior toward a District employee that is not being submitted as a harassment complaint by the employee, that employee shall document the incident and report it to his/her building principal or supervisor.

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

Prohibition of Retaliation

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

District Responsibility/Training

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

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

Disciplinary Sanctions

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

Title IX of the Education Amendment of 1972, 20 United States Code (USC) Section 1681 et seq. Education Law Article 23-B, Social Services Law Sections 411-428, 8 New York Code of Rules and Regulations (NYCRR) Part 83

Adopted: 7/07/10

POLICY F. 2

Personnel

SUBJECT: EMPLOYEE ACTIVITIES

Political Activities

The Board of Education 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 and/or during school times. When such speech or action occurs on school grounds and/or during school time, the Board of Education can impose reasonable restrictions on the time, place and manner of the speech or action, and can further regulate the content of such speech.

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, and to motivate students to participate in the political process.

Solicitations by Staff

Staff members shall not be engaged in advertising or commercial solicitations on school time, or school property, except as authorized by the Superintendent and/or designee.

Adopted: 7/07/10

POLICY F. 3

Personnel

SUBJECT: NEGOTIATIONS

Legal Status

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

Organizations recognized for the purposes of collective bargaining include:

- a) Oneonta Teachers' Association;
- b) Oneonta City Unit of Civil Service Employees' Association, Inc.; Local 1000, AFSCME, AFL-CIO;
- c) Oneonta Principals' Association;
- d) Oneonta Instructional Teacher Aides Unit Oneonta Teachers' Association;
- e) Oneonta City Schools Clerical Association

Adopted: 7/07/10

POLICY F. 4

Personnel

SUBJECT: DEFENSE AND INDEMNIFICATION OF BOARD MEMBERS AND EMPLOYEES

Liability Protection Pursuant to Education Law

The Board of Education recognizes its statutory obligation to indemnify School District employees (and in certain circumstances, Board of Education members and volunteers) pursuant to the provisions of Sections 3023, 3028 and 3811 of the Education Law. For the purposes of this policy, the term “employee” shall be as defined in the applicable statute(s).

The District shall 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 of Education.

- a) For purposes of Education Law Section 3811, the employee must give written notice within five (5) days after service of process upon him/her. The statute mandates only written notice of the claim to the Board of Education; however, submission of relevant legal documents by the employee to the Board is also encouraged.
- b) For purposes of Education Law Sections 3023 and 3028, the employee must deliver the original or a copy of the relevant legal documents to the Board within ten (10) days after service of process upon him/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 pursuant to 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/her duties within the scope of his/her employment or authorized volunteer duties and/or under the direction of the Board of Education.

Public Officers Law Section 18

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

The term “employees” shall include members of the Board of Education; 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” shall also include a former employee, his/her estate or judicially appointed representative.

Pursuant to the provisions of Section 18 of the Public Officers Law, and upon compliance by the employee with the requirements of this statute, the District shall 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/her public employment or duties. Furthermore, the District shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in a state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the employee was acting within the scope of his/her public employment or duties. However, in the case of a settlement, the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of the settlement by the Board of Education.

The duty to defend and/or indemnify and save harmless, in accordance with Section 18 of the Public Officers Law, shall be conditioned upon the delivery by the employee to the School District attorney or to the Superintendent a written request to provide for his/her defense, together with the original or a copy of any summons, complaint, process, notice, demand or pleading within ten (10) days after he/she is served with such document. Pursuant to Section 18, the full cooperation of the employee in the defense of such action or proceeding and in the defense of any action or proceeding against the District based upon

the same act or omission, and in the prosecution of any appeal, shall also be required as a condition for the District's duty to defend and/or indemnify and save harmless to exist.

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 pursuant to law. Additionally, indemnification coverage and/or the duty to provide a defense shall not arise where such action or proceeding is brought by or on behalf of the School District.

Public Officers Law Section 18, Education Law Sections 1709(26) and (34-b) 2560, 3023, 3028, and 3811, General Municipal Law Sections 6-n and 52

Adopted: 7/07/10

POLICY F. 5

Personnel

SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of this District to provide, through a positive and effective program, equal opportunities for employment, retention and advancement of all people regardless of race, color, creed, religion, national origin, political affiliation, sex, sexual orientation, age, marital status, veteran status or disability.

Sexual orientation is defined as heterosexuality, homosexuality, bisexuality, or asexuality, whether actual or perceived.

Provisions will be provided for the publication and dissemination, internally and externally, of this policy to ensure its availability to interested citizens and groups.

Job descriptions for all District positions shall be developed and maintained by administration. Additionally, administration shall establish grievance procedures that provide the prompt and equitable resolution of complaints alleging discrimination. Those intending to file a grievance due to alleged discrimination must follow the grievance procedure as established by the District.

Title VII of the Civil Rights Act of 1964, 42 United States Code (U.S.C.) Section 2000-e et seq. Prohibits discrimination on the basis of race, color, religion, sex or national origin. Title VI of the Civil Rights Act of 1964, 42 United Code (U.S.C.) Section 2000-e et seq. Prohibits discrimination on the basis of race, color or national origin.

Section 504 of the Rehabilitation Act of 1973, 29 United States Code (U.S.C.) Section 794 et seq. The Americans With Disabilities Act, 42 United States Code (U.S.C.) Section 12101 et seq. Prohibits discrimination on the basis of disability.

Title IX of the Education Amendments of 1972, 20 United States Code (U.S.C.) Section 1681 et seq. prohibits discrimination on the basis of sex. New York State Civil Rights Law Section 40-c prohibits discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, marital status or disability.

New York State Executive Law Section 290 et seq. prohibits discrimination on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status. Age Discrimination in Employment Act, 29 United States Code (U.S.C.) Section 621 Military Law Sections 242 and 243

Adopted: 7/07/10

POLICY F. 6

Personnel

SUBJECT: EXPENSES INCURRED

Local Expenses Incurred

Reimbursement of local expenses will be made only if School District employees or Board members can show that the expenses are “directly related” to school business. In order for the expense to be reimbursed, the following must be documented:

- a) Amount of expense;
- b) Date of expense;
- c) Location where business function took place;
- d) Reason for incurring business expense and expected benefit to be derived as a result of incurring the expense;
- e) Name and business relationship of the person with whom the expense was incurred.

The School District standard expense reimbursement form and proper documentation must be submitted in proper form for reimbursement.

Examples of reimbursable local expenses include:

- a) Meals for bona fide business purposes;
- b) Dues paid for any business or professional organization must be specifically approved and are reimbursable only if the organization is used primarily to further the District and is directly related to School District business.

Away From Home Expenses

A reimbursement will be made for “ordinary and necessary” expenses incurred by a School District employee or Board member while traveling “away from home” in pursuit of school business. This includes convention and seminar expenses related to school business. Reimbursable expenses are limited to the following:

- a) Travel expenses
- b) Lodging
- c) Meals
- d) Registration fees

Expenses must be reasonable and customary as determined by the Superintendent or designee.

Sales or excise taxes specifically exempted under local laws are not to be reimbursed.

District employees and Board members must complete School District standard expense reimbursement forms and must include all documentation and receipts. This includes:

- a) Restaurant receipts
- b) Plane or train ticket
- c) Number of miles driven (if own auto used)
- d) Business purpose of trip
- e) Course or convention itinerary
- f) Date of event
- g) Reimbursement forms must be signed

It is the responsibility of the school employee or Board member to submit all information prior to payment of claim.

Adopted: 7/07/10

POLICY F. 7

Personnel

SUBJECT: USE OF DISTRICT PROPERTY AND FACILITIES BY DISTRICT PERSONNEL

New York State Constitution, Article VIII § 1, provides that the District is prohibited from giving or loaning any of its property in aid of an individual.

No District employee shall use the school premises or property either directly or indirectly or request a BOCES service to further such employee's personal interest.

No property shall be removed from a building or a facility without the permission of the individual in charge of such building or facility. The written permission shall describe the item taken, the purpose, and when such item is to be returned. A copy of this permission slip shall be filed with the District Superintendent and shall be available for public inspection.

No property of the District shall be declared worthless without the written statement by the District Superintendent that the property is worthless and can be disposed. Such written statement shall be filed with the District Superintendent's office, shall describe the property, the method of disposal, if anyone received the property, the name of the individual, if such an individual is an employee, and the date of disposal. Such form shall be available for public inspection.

All items which may have value shall be accumulated and sold at a public or private sale, as directed by the Board. The proceeds shall be added to the general fund. All sales shall be documented, indicating the item sold, the date, the name of the purchaser, whether the purchaser was a District employee, and the sale price. Such information shall be filed in the Office of the District Superintendent and shall be available for public inspection.

Adopted: 7/07/10

