SUBJECT: DUTIES OF THE EXTRACLASSROOM ACTIVITY FUND CENTRAL TREASURER AND FACULTY AUDITOR

Extraclassroom Activity (ECA) Central Treasurer

The ECA Central Treasurer is appointed by the Board and has custody of all ECA funds. The ECA Central Treasurer's duties include, but are not limited to:

a) Disbursing ECA funds by means of prenumbered check forms upon receipt of a payment order signed by the student activity treasurer and faculty advisor of the ECA, provided that there are sufficient funds in the account;

b) Signing all checks disbursing ECA funds;

c) Providing completed checks disbursing ECA funds to the student activity treasurer of the ECA;

d) Signing a receipt for all ECA funds placed into his or her custody and depositing those funds promptly into a bank designated by the Board;

e) Maintaining a record of the receipts and disbursements of each individual ECA account and of all the ECA accounts combined;

f) Verifying bank statements and preparing a reconciliation of cash balances and ECA accounts to be forwarded to the Faculty Auditor monthly;

g) Submitting to the Board a financial report relating to the receipts and expenditures for all ECA accounts on a quarterly basis; and

h) Reporting to the Board or its designee regularly and independently of the Faculty Auditor.

Faculty Auditor

The Faculty Auditor is appointed by the Board. The Faculty Auditor's duties include, but are not limited to:

a) Examining the statements of accounts from the ECA Central Treasurer monthly;

b) Auditing the ledgers kept by the student activity treasurer(s) at least twice a year on a rotating basis, and reconciling these ledgers with the ECA Central Treasurer's records;

c) Examining transactions and paperwork to determine if correct procedures are being used, including supporting documentation requirements and receipt issuance;

(Continued)

SUBJECT: DUTIES OF THE EXTRACLASSROOM ACTIVITY FUND CENTRAL TREASURER AND FACULTY AUDITOR (Cont'd.)

d) Certifying the accuracy of entries posted and available balances listed;

e) Investigating any instances when the ECA Central Treasurer's report and the student activity treasurer's ledgers do not agree;

f) Assembling, at the end of the school year, the monthly reports and preparing a composite report listing the financial condition of each ECA account for the full school year; and

g) Reporting to the Board or its designee regularly and independently of the ECA Central Treasurer.

8 NYCRR Part 172
NYSED Finance Pamphlet, The Safeguarding, Accounting, and Auditing of Extraclassroom Activity Funds, Revised 2019

Adopted: 1992
Revised: 7/12/11;

SUBJECT: PUBLIC COMPLAINTS

Complaints by citizens regarding any facet of the school operation often can be handled ~~more~~ most satisfactorily by the administrative officer in charge of the unit closest to the source of the complaint. In most instances, therefore, complaints will be made to the building principal and/or his/or her assistant if the matter cannot be resolved by the teacher, coach, or other school employee.

If the complaint and related concerns are not resolved at this level to the satisfaction of the complainant, the complaint may be carried to the Superintendent ~~and/~~or ~~one of his/her~~ assistants. Unresolved complaints at the building level must be reported to the Superintendent by the building principal. The Superintendent may require the statement of the complainant in writing.

~~The Superintendent may not address anonymous complaints~~. All ~~other If the complaint~~ complaints ~~and related concerns~~ that are not resolved at the Superintendent level to the satisfaction of the complainant, ~~the complaint~~ may be carried to the Board ~~of Education~~. ~~Unresolved complaints at the Superintendent level must be reported to the Board of Education by the Superintendent~~. The Board of Education reserves the right to require prior written reports from appropriate parties.

NOTE: Refer also to Policies #3420 -- Non-Discrimination and Anti-Harassment in the District
#8330 -- Objection to Instructional Materials and Controversial Issues
District *Code of Conduct*

Adopted: 1992
Revised:

SUBJECT: CONFIDENTIALITY OF COMPUTERIZED INFORMATION

~~The development of centralized computer banks of educational data gives rise to the question of the maintenance of confidentiality of such data. There are legitimate concerns that central files of information and other data be maintained at the highest level of security.~~

The safeguarding of ~~the~~ confidential data from inappropriate use is essential to the success of the District's operation. Access to confidential computerized data ~~shall~~ will be limited only to authorized personnel of the ~~School~~ District.

It ~~shall be~~ is a violation of the District's policy to release confidential computerized data to any unauthorized person or agency. Any employee who releases or otherwise makes improper use of such computerized data ~~shall~~ will be subject to disciplinary action.

However, if the computerized information sought is available under the Freedom of Information Law and can be retrieved by means of existing computer programs, the District is required to disclose this information.

Family Educational Rights and Privacy Act of 1974, 20 USC § 1232(g)
34 CFR Part 99
Public Officers Law § 84 et seq.

Adopted: 1992
Revised:

SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS

The District will follow all applicable requirements in the Uniform Grant Guidance (2 CFR Part 200) whenever it procures goods or services using federal grant funds awarded through formula and/or discretionary grants, including funds awarded by the United States Department of Education as grants or funds awarded to a pass-through entity, such as the New York State Education Department, for subgrants.

Uniform Grant Guidance Requirements

Under the Uniform Grant Guidance, the District will, among other things:

a) Use its own documented procurement procedures which reflect applicable state, local and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in the Uniform Grant Guidance.

b) Establish and maintain effective internal controls that provide reasonable assurance that the District is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. Internal controls means a process, implemented by the District, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

   1. Effectiveness and efficiency of operations;

   2. Reliability of reporting for internal and external use; and

   3. Compliance with applicable laws and regulations.

c) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.

d) Evaluate and monitor the District's compliance with statutes, regulations, and the terms and conditions of federal awards.

e) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

f) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the District considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g) Maintain oversight to ensure contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(Continued)

SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS (Cont'd.)

h) Maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

i) Have procurement procedures in place to avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase.

j) Award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to matters such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

k) Maintain records that sufficiently detail the history of the procurement including, but not limited to:

1. Rationale for the method of procurement;

2. Selection of contract type;

3. Contractor selection or rejection; and

4. The basis for the contract price.

l) Use time and material contracts, only after a determination that no other contract is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk.

m) Conduct all procurement transactions in a manner providing full and open competition consistent with the standards of the Uniform Grant Guidance.

n) Conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.

o) Have written procedures for procurement to ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured; and

2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids.

(Continued)

SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS (Cont'd.)

p) Ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.

q) Use one of the following methods of procurement, which include:

1. Micro-purchases;
2. Small purchase procedures;
3. Sealed bids;
4. Competitive proposals; and
5. Noncompetitive proposals.

r) Have a written method for conducting technical evaluations of the proposals received and for selecting recipients.

s) Take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

t) Include in all contracts made by the District the applicable provisions contained in Appendix II of the Uniform Grant Guidance -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

u) Perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications.

v) Negotiate profit as a separate element of the price for each contract in which there is not price competition and in all cases where an analysis is performed.

w) Comply with the non-procurement debarment and suspension standards which prohibit awarding contracts to parties listed on the government-wide exclusions in the System for Award Management (SAM).

2 CFR §§ 200.61, 200.303, 200.318, 200.319, 200.320, 200.321, 200.323, and 200.326
2 CFR Part 200, App. II

(Continued)

SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS (Cont'd.)

NOTE: Refer also to Policies #5410 -- Purchasing: Competitive Bidding and Offering
#5411 -- Procurement of Goods and Services
#5570 -- Financial Accountability
#5670 -- Records Management
#6110 -- Code of Ethics for Board Members and All District Personnel
#6161 -- Conference/Travel Expense Reimbursement

SUBJECT: EXTRACLASSROOM ACTIVITY FUND

Any organization within the District whose activities are conducted by students, and whose financial support is raised other than by taxation or through charges of the Board, is an extraclassroom activity (ECA). The moneys raised by these organizations are referred to as ECA funds. ECA fund management provides students with the opportunity to learn proper business practices and how to operate a successful business. The Board and designated District staff will protect and provide oversight of ECA funds. All ECAs will be approved by the Board.

The Board will appoint an ECA Central Treasurer, a Faculty Auditor, and a chief faculty counselor (appointed for each building in the District, typically the building principal). Each ECA will have a faculty advisor appointed by the chief faculty counselor. Additionally, each ECA will have a student activity treasurer elected by the members of the ECA.

All ECA funds will be handled in accordance with the financial procedures set forth in The Safeguarding, Accounting, and Auditing of Extraclassroom Activity Funds, Revised 2019, published by the New York State Education Department. All moneys received from the conduct, operation, or maintenance of any ECA will be deposited with the ECA Central Treasurer. Two separate and independent sets of records of receipts and expenditures will be maintained, one by the ECA Central Treasurer and one by the ECA's student activity treasurer. On a quarterly basis, the ECA Central Treasurer will submit to the Board a financial report relating to the receipts and expenditures for all ECA accounts. The authority to expend moneys will be distinct and separate from the custody of these moneys. The District will invest ECA funds in accordance with its investment policy.

ECAs are prohibited from using the District's New York State sales tax exemption. The ECA Central Treasurer is responsible for filing the periodic sales tax returns for ECA funds.

All commitments and contracts will be the sole responsibility of the ECA incurring the transaction, regardless of a change in faculty advisors, membership, or officers.

In conjunction with the annual audit of District records, the Independent Auditor will audit all ECA funds. This audit will include a statement of receipts, disbursements, and balances for each ECA, together with a reconciliation of cash.

When an ECA becomes inactive or is discontinued, the ECA Central Treasurer is directed to expend the leftover ECA funds as voted by the organization controlling these funds. If this designation does not exist, then leftover funds of inactive or discontinued ECAs and of graduating classes will automatically revert to the account of the general student organization or student council. To reactivate, inactive or discontinued ECAs must follow the start-up procedures for new ECAs.

8 NYCRR Part 172
NYSED Finance Pamphlet, The Safeguarding, Accounting, and Auditing of Extraclassroom Activity Funds, Revised 2019

(Continued)

SUBJECT: EXTRACLASSROOM ACTIVITY FUND (Cont'd.)

NOTE: Refer also to Policies #1330 -- Appointments and Designations by the Board
#1334 -- Duties of the External (Independent) Auditor
#1336 -- Duties of the Extraclassroom Activity Fund Central Treasurer and Faculty Auditor
#3280 -- Use of School Facilities, Materials, and Equipment
#5220 -- District Investments
#5530 -- Petty Cash Funds and Cash in School Buildings
#5620 -- Fixed Asset Inventories, Accounting, and Tracking
#7410 -- Extracurricular Activities
#7450 -- Fundraising by Students

Revised: 10/28/08; 6/13/17;

SUBJECT: FINANCIAL ACCOUNTABILITY

~~School districts must have~~ The North Rose-Wolcott Central School District has internal controls in place to ensure that:

a) The goals and objectives of the District are accomplished;

b) The District complies with the laws, regulations, policies, and good business practices ~~are complied with;~~

c) Audit recommendations are considered and implemented;

d) Operations are efficient and effective;

e) Assets are safeguarded; and

f) Accurate, timely and reliable data are maintained.

The ~~North Rose-Wolcott Central School~~ District's governance and control environment will include the following:

a) The District's code of ethics addresses conflict of interest transactions with Board members and employees. Transactions that are less-than-arm's length are prohibited. Less-than-arm's length is a relationship between the District and employees or vendors who are related to District officials or Board members.

b) The Board requires corrective action for issues reported in the Certified Public Accountant's (CPA's) management letter, audit reports, the Single Audit, and consultant reports.

c) The Board has established the required policies and procedures concerning District operations.

d) The Board routinely receives and discusses the necessary fiscal reports including the:

1. Treasurer's cash reports,

2. Budget status reports,

3. Revenue status reports,

4. Monthly extraclassroom activity fund reports, and

5. Fund balance projections (usually starting in January).

(Continued)

SUBJECT: FINANCIAL ACCOUNTABILITY (Cont'd.)

e) The District has a long-term (three to five years) financial plan for both capital projects and operating expenses.

f) The District requires attendance at training programs for Board members, business officials, treasurers, claims auditors, and others to ensure they understand their duties and responsibilities and the data provided to them.

g) The Board has an audit committee to assist in carrying out its fiscal oversight responsibilities.

h) The District's information systems are economical, efficient, current, and up-to-date.

i) All computer files are secured with passwords or other controls, backed up on a regular basis, and stored at an off-site or in a secure fireproof location.

j) The District periodically verifies that its controls are working efficiently.

k) The District requires all staff to take leave time during which time another staff member performs the duties of the staff on leave. Staff may also schedule transactions and other responsibilities to occur electronically before taking a leave.

Audit Response

Periodically, the District receives audit reports from the External (Independent) Auditor and/or the Office of the New York State Comptroller. The Board will review all audit recommendations in consultation with the Audit Committee, and respond appropriately. Independent and Comptroller audit reports and the accompanying management letters will be made available for public inspection. The District will also timely post a copy of the annual external audit report or the Comptroller's final audit report on its website for a period of five years. Notice of the availability of independent and Comptroller audit reports will be published in the District's official newspaper or one having general circulation in the District. If there is no newspaper, notice must be placed in ten public places within the District. ~~Additionally, final audit reports from the Office of the New York State Comptroller should be posted on the District website, if one is available, for a period of five years.~~

Education Law § 2116-a(3-b)
8 NYCRR § 170.12
General Municipal Law § 33(2)(e) and 35(1), (2)

NOTE: Refer also to Policy #5572 -- Audit Committee

Adopted: 1/9/07
Revised: 4/14/15;

SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY

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

Investigation of Complaints and Grievances

The District will act to promptly, thoroughly, and equitably investigate all complaints, whether verbal or written, of discrimination, and will promptly take appropriate action to protect individuals from further discrimination. All complaints will be handled in a manner consistent with the District's policies, procedures, and/or regulations regarding the investigation of discrimination and harassment complaints.~~, including Policy #3420 – Non-Discrimination and Anti-Harassment in the District; Policy #6121 – Sexual Harassment of District Personnel; and Policy #6122 – Employee Grievances.~~

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

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

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

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

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

(Continued)

SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY (Cont'd.)

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

Revised: 6/24/97; 11/12/03; 1/9/07; 10/28/08; 4/7/09; 4/9/13; 1/9/18;

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES

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

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

Information about ~~any~~ drug and alcohol counseling and/or rehabilitation programs shall be made available to employees. Confidentiality shall be ensured as required by state and federal law. ~~Data will also include~~ Employees will also be made aware of the range of penalties or consequences, up to and including, ~~(consistent with local, state and federal law), up to and including~~ termination of employment ~~and referral for prosecution~~ that ~~will~~ may be imposed, in accordance with relevant law and any applicable collective bargaining agreement for violations of this policy. ~~on employees who have transgressed the terms of this policy.~~

~~Additionally, confidentiality shall be ensured as required by state and federal law.~~

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

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

NOTE: Refer also to Policies #3410 -- Code of Conduct on School Property
#6560 -- Employee Assistance Program
#7320 -- Alcohol, Tobacco, Drugs and Other Substances (Students)
District Code of Conduct on School Property

Adopted: 1992
Revised: 11/12/03;

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 ~~(FBI)~~. The District will obtain the applicant's consent to the criminal history records search. ~~The SED joined the Statewide Vendor Management System (SVMS) operated by MorphoTrust in conjunction with DCJS for the capture and transmission of the fingerprint application, fee, and digital fingerprint images. The District will use the SVMS as directed by SED.~~ The District will ~~still~~ 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 ~~develop internal building and/or program procedures to help~~ make all reasonable attempts to ensure the safety of students who have contact with an employee holding conditional appointment or emergency conditional appointment. ~~These procedures will address~~ This will include the safety of students in the classroom, ~~students~~ attending off-campus activities under the supervision of the District, and ~~students~~ participating in extracurricular and/or co-curricular activities (including ~~sports and~~ athletic activities).

Other safety ~~procedures to be addressed include, but are not limited to~~ considerations will include supervision of the employee holding conditional appointment or emergency conditional appointment as determined appropriate by the applicable building or program administrator. ~~and periodic visitations by the building or program administrator to the classroom, program, and/or activity assigned to the employee holding conditional appointment/emergency conditional appointment.~~

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: 9/11/01
Revised: 1/9/07; 10/16/12; 12/12/17;

SUBJECT: CERTIFICATION AND QUALIFICATIONS

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

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

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

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

Parent Notification

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

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

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

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

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

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

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

Adopted: 1992
Revised: 1/9/07; 10/28/08; 4/9/13; 12/12/17;

SUBJECT: REGISTRATION AND PROFESSIONAL DEVELOPMENT

Registration

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

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

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

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

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

Continuing Teacher and Leader Education (CTLE) Credit Hours

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

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

(Continued)

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

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

Language Acquisition CTLE and Exemption

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

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

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

CTLE Adjustments

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

(Continued)

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

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

Recordkeeping and Reporting Requirements

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

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

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

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

Adopted: 11/27/07
Revised: 12/12/17;

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~~ in accordance with the provisions ~~of Sections 3023, 3028 and 3811~~ of ~~the~~ Education Law. For the purposes of this policy, the term "employee" ~~shall~~ will be as defined in the applicable statute(s).

The District ~~shall~~ 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 ~~of Education~~.

~~a)~~ For purposes of Education Law Section 3811, the employee must give written notice to the Board within five days after service of process upon him~~/~~ or her~~. 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~~ 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 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~~ their estate or judicially appointed representative.

(Continued)

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

~~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~~ 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/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~~ will 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 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.

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

Adopted: 3/24/98
Revised:

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

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

(Continued)

SUBJECT: LEAVES OF ABSENCE (Cont'd.)

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

Other leaves of absence

a) Emergency Service Volunteer Leave

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

b) Screenings for ~~Breast Cancer and Prostate~~ Cancer

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

c) Blood Donation

The District must either, at its option:

1. Grant three hours of unpaid leave of absence in any 12-month period to an employee who seeks to donate blood off-premises. ~~According to Commissioner's Guidelines, leave granted to employees for off-premises blood donation is not required to be paid leave.~~ The leave may not exceed three hours unless agreed to by the Superintendent or designee; or

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

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

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

(Continued)

SUBJECT: LEAVES OF ABSENCE (Cont'd.)

d) Bone Marrow Donation

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

e) Nursing Mothers

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

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

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

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

f) Victims of Domestic Abuse

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

(Continued)

SUBJECT: LEAVES OF ABSENCE (Cont'd.)

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

g) Military Leave

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

h) Jury Duty

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

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

Adopted: 1992
Revised: 11/12/03; 1/9/07; 5/13/08; 4/9/13; 12/12/17;

SUBJECT: FAMILY AND MEDICAL LEAVE ACT (FMLA)

~~The Board of Education, in accordance with the Family and Medical Leave Act of 1993 (as amended) (FMLA), gives "eligible" employees of the District the right to take unpaid leave for a period of up to 12 workweeks in a 12 month period as determined by the District. The School District must compute the time frame of the 12-month period for which FMLA leave is being requested.~~

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

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

~~Employees are "eligible" if they have been employed by the District for at least 12 months and for at least 1,250 hours of service during the previous 12-month period. Full time teachers are deemed to meet the 1,250 hour test. However, a break in employment for military service (i.e., call to active duty) should not interrupt the 12 month/1,250 hours of employment requirement and should be counted toward fulfilling this prerequisite. The law covers both full time and part time employees.~~

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

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

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

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

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

e) To care for an adult child who is ~~also~~ incapable of self-care due to a disability (regardless of date of the onset of disability) and has a "serious health condition;~~" as defined by the FMLA; and/or~~

f) The employee's ~~A~~ "serious health condition~~" of the employee, as defined by the FMLA, that~~ prevents the employee from performing his or her job.

(Continued)

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

A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider that renders the employee incapacitated for more than three consecutive calendar days. A "serious health condition" is also defined as any period of incapacity related to pregnancy or for prenatal care. ~~Furthermore, the first visit to a health care provider for~~ An employee claiming a "serious health condition" under FMLA must first visit a health care provider occur within seven days of the ~~aforementioned~~ incapacity; ~~with~~ the second ~~required~~ visit must ~~occurring~~ occur within 30 days of the incapacitating event. ~~In order for~~ An employee ~~to claim~~ claiming the need for continuous treatment under FMLA for a chronic serious health condition~~, the condition~~ visit a healthcare provider at least twice per year, and the condition must ~~require a minimum of two visits per year to a healthcare provider,~~ continue over an extended period of time.~~, and~~ The condition may cause episodic rather than a continuing period of incapacity. A "serious health condition" is also defined as any period of incapacity. ~~related to pregnancy or for prenatal care.~~

Military Family Leave Entitlements

Military Caregiver Leave

An eligible employee who is the spouse, son, daughter, parent, or next of kin ~~(defined as the nearest blood relative) is entitled to~~ of covered servicemember with a serious injury or illness may take up to 26 weeks of leave ~~in~~ during a single 12-month period to care for ~~a "military member" who is:~~ the servicemember.

~~a) Recovering from a service-connected serious illness or injury sustained while on active duty; or~~

~~b) Recovering from a serious illness or injury that existed prior to the service member's active duty and was aggravated while on active duty; or~~

~~c) A veteran who has a qualifying injury or illness from service within the last five years and aggravates that illness or injury.~~

~~This military caregiver leave is available during a single 12-month period during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave. Military Caregiver Leave may be combined with other forms of FMLA-related leave providing a combined total of 26 weeks of possible leave for any single 12-month period; however, the other form of FMLA leave when combined cannot exceed 12 of the 26 weeks of combined leave. Military Caregiver Leave has a set "clock" for calculating the 12-month period for when FMLA leave begins and tolling starts at the first day of leave taken.~~

~~The term "military member" means:~~

(Continued)

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

~~a) A member of the Regular Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or~~

~~b) A veteran (discharged or released under any condition other than dishonorable) 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.~~

"Qualifying Exigency" Leave~~/Call to Active Duty~~

An "eligible" employee make take qualifying exigency leave when his or her ~~is entitled to FMLA leave because of "a qualifying exigency" arising out of circumstances where the~~ spouse, son, daughter, or parent who is a member of ~~the employee is serving in either the~~ Armed Forces, National Guard, or ~~the~~ Reserves ~~and~~ is on covered active duty ~~during a war or national emergency called for by the President of the United States or Congress,~~ or has been notified of an impending call or order to active covered duty. ~~status, in support of a contingency operation.~~

~~A "qualifying exigency" related to families of the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve personnel on (or called to) active duty to take FMLA protected leave to manage their affairs is defined as any one of the following reasons:~~

~~a) Short notice deployment;~~

~~b) Military events and related activities;~~

~~c) Childcare and school activities;~~

~~d) Parental care leave;~~

~~e) Financial and legal arrangements;~~

~~f) Counseling;~~

~~g) Rest and recuperation (for up to 15 calendar days);~~

~~h) Post deployment activities; and~~

~~i) Any additional activities where the employer and employee agree to the leave.~~

(Continued)

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

~~In any case in which the necessity for leave due to a qualifying exigency is foreseeable, the employee shall provide such notice to the employer as is reasonable and practicable. This military-related leave is for up to 12 weeks during a single 12 month period.~~

Concurrent (Substitute) Leave

Employees must use paid leave concurrently with periods of FMLA leave.

~~**Implementation/Benefits/Medical Certification**~~

~~At the Board's or employee's option, certain types of paid leave may be substituted for unpaid leave.~~

~~An employee on FMLA leave is also entitled to have health benefits maintained while on leave. If an employee was paying all or part of the premium payments prior to 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 position or an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave.~~

~~The Board has a right to 30 days advance notice from the employee where practicable. In addition, the Board may require an employee to submit certification from a health care provider to substantiate that the leave is due to the "serious health condition" of the employee or the employee's immediate family member. Under no circumstance should the employee's direct supervisor contact any health care provider regarding the employee's condition; all contact in this manner must be made by a health care provider (employed at the employer), a human resource professional, a leave administrator or a management official. If the medical certification requested by the employer is found to be deficient, the employer must indicate where the errors are, in writing, and give the employee seven days to provide corrected materials to cure any deficiency prior to any action being taken.~~

Special Provisions for ~~District~~ Instructional Employees

An instructional employees ~~an employee whose~~ principal function is to teach and instruct students in a class, a small group, or an individual setting ~~(e.g., teachers, coaches, driving instructors, special education assistants, etc.)~~. Teaching assistants and aides who do not have instruction as the principal function of their job are not considered an "instructional employee."

(Continued)

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

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 ~~not regarded as intermittent leave or leave on a reduced schedule but rather~~ continuous leave. The period ~~in the interim (i.e.,~~ during summer vacation~~)~~ is not counted against an ~~employee and~~ employee's FMLA leave entitlement; the employee ~~must~~ will continue to receive any benefits that are customarily given over the summer break.

~~Intermittent leave may be taken but must meet certain criteria.~~ If ~~the~~ an instructional employee ~~requesting~~ 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 ~~the~~ that period, ~~for which the leave would extend, the following criteria may be required by~~ the ~~employer~~ District may:

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

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

~~Appropriate notice for foreseeable FMLA leave still applies and all employees must be returned to an equivalent position within the School District. Additional work related certifications, requirements and/or training may not be required of the employee as a contingent of their return to work.~~

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

~~There are also special requirements for instructional employees taking leave and the leave's relation to the end of the term.~~ If the instructional employee ~~is taking~~ begins leave more than five weeks prior to the end of the term, the District may require ~~that~~ the employee ~~take~~ to continue taking the leave until the end of the term if the leave lasts more than three weeks and the employee ~~was scheduled to return prior to~~ would return during the three weeks before the end of the term.

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

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

(Continued)

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

Any additional time that is required by the District ~~due to the timing of the end of the school year,~~ will not be charged against the employee as FMLA leave. ~~because it was the District who requested that the leave extend until the end of the term.~~

Benefits and Restoration

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

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

Employee Notice and Medical Certification

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

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

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

FMLA Notice

~~A notice which explains the FMLA's provisions and provides information concerning the procedures for filing complaints of violations of the FMLA will be posted in each school building and a notice of an employee's FMLA rights and responsibilities will be either placed in the employee handbook of the employer or furnished to each new employee upon hire. The employer has five days to supply such notice from the date of hire.~~

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

(Continued)

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

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

Adopted: 6/24/97
Revised: 7/1/08; 4/7/09; 2/12/13; 12/12/17;