

SUBJECT: CODE OF ETHICS

A local code establishing standards of conduct for officers and employees of the School District.

BE IT RESOLVED by the Board of Education of the School District as follows:

SECTION 1.

Pursuant to the provisions of section eight hundred six of the General Municipal Law, the Board of Education of the School District recognizes that there are rules of ethical conduct for public officers and employees which must be observed if a high degree of moral conduct is to be obtained and if public confidence is to be maintained in our school system. It is the purpose of the local code to promulgate these rules of ethical conduct for the officers and employees of the School District. These rules shall serve as a guide for official conduct of the officers and employees of the School District. The rules of ethical conduct of this local code as adopted, shall not conflict with, but shall be in addition to, any prohibition of article eighteen of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal officers and employees.

SECTION 2.

DEFINITION:

- (a) Municipal Officer or Employee means an officer, board of education member, teacher, or employee of the School District, whether paid or unpaid, including members of any administrative board, committee, or other unit thereof.
- (b) Interest means a pecuniary or material benefit accruing to an officer, teacher, or employee unless the context otherwise requires.

SECTION 3.

STANDARD CONDUCT

Every officer, teacher or employee of the School District shall be subject to and abide by the following standards of conduct:

(a) **GIFTS**

They shall not directly or indirectly solicit any gifts; or accept or receive any gift having a value of seventy-five dollars or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could be inferred that the gift was intended to influence him, in the performance of his official duties or was intended as reward for any official action on his part.

(b) **CONFIDENTIAL INFORMATION**

They shall not disclose confidential information acquired by him in the course of his official duties or use such information to further his personal interest.

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SUBJECT: CODE OF ETHICS (cont'd)

(c) **INVESTMENTS IN CONFLICT WITH OFFICIAL DUTIES**

They shall not invest or hold any investment directly or indirectly in any financial, business, commercial or other private transactions, which creates a conflict with his official duties.

(d) **PRIVATE EMPLOYMENT**

They shall not engage in, solicit, negotiate for or promise to accept private employment or render services for private interest when such employment or service creates a conflict with or impairs the proper discharge of his official duties.

(e) **EMPLOYMENT OF RELATIVES OF BOARD OF EDUCATION MEMBERS**

The appointment of a teacher who is related by bloodline or legal process (including marriage) to any member of the Board of Education shall be subject to the consent of **two-thirds (2/3)** of the members of the Board of Education to be determined at a Board meeting and to be entered upon the proceedings of the Board.

The Board shall take the same stance in the hiring of professional staff other than teachers.

SECTION 4.

DISTRIBUTION OF CODE OF ETHICS

The Superintendent of the School District shall cause a copy of this Code of Ethics to be distributed to every officer, board of education member, teacher and employee employed or appointed thereafter shall be furnished a copy before entering upon the duties of his office of employment.

SECTION 5.

PENALTIES

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of this code may be suspended or removed from office or employment, as the case may be, in the manner provided by law.

Adopted: 08/09/2004

Revised: 02/26/2015

Revised: 10/05/2016

Revised: 02/06/2019 (replacement)

Revised: 11/06/2019

SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY

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

Investigation of Complaints and Grievances

The School District will act to promptly, thoroughly, and equitably investigate all complaints, whether verbal or written, of discrimination, and will promptly take appropriate action to protect individuals from further discrimination. All such complaints will be handled in a manner consistent with the District's policies, procedures, and/or regulations regarding the investigation of discrimination and harassment complaints, including Policy #3420–Notice of Non-Discrimination Section 504 of the Rehabilitation Act Title IX and Title VII Sexual Harassment, Policy #6121-Sexual Harassment of District Personnel;

Additional information regarding the District's discrimination and harassment complaint and grievance procedures, including but not limited to the designation of the Civil Rights Compliance Officer, knowingly making false accusations, and possible corrective actions, can be found in Policy #3420 Notice of Non-Discrimination Section 504 of the Rehabilitation Act Title IX and Title VII Sexual Harassment,

Prohibition of Retaliatory Behavior

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

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

Adoption Date 08/09/2004
Revised: 06/13/2011
Revised 02/26/2015
Revised: 08/21/2019

SUBJECT: SEXUAL HARASSMENT POLICY

It is the policy of the District that all employees and students have a right to work or study in an environment free of discrimination on the basis of sex, sexual orientation, or gender identity which encompasses freedom from sexual harassment. The District has zero tolerance policy against sexual harassment of its employees or students in any form, and states that all employees as well as students at all levels of the District must avoid offensive or inappropriate sexual or sexually harassing behavior at school, on school grounds, school functions, and on school transportation and will be held responsible for ensuring that such workplace is free from sexual harassment. Specifically, the District prohibits the following:

- Unwelcome sexual advances;
- Requests for sexual favors, whether or not accompanied by promises or threats with regard to the student-teacher, student-student or employment relationship;
- Other verbal or physical conduct of a sexual nature made to any employee or student that may threaten or insinuate either explicitly or implicitly that any person's submission to or rejection of sexual advances will in any way influence any decision regarding that person's employment, evaluation, wages, advancement, assigned duties, shifts, academic performance, or any other condition of employment, academic or career development;
- Any verbal or physical conduct of a sexual nature or regarding orientation or that has the purpose or effect of substantially interfering with a person's ability to perform the individual's duties;
- Any verbal or physical conduct of a sexual nature that has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment.
- Any verbal or physical conduct regarding gender or sexual orientation that has the purpose of creating a hostile or offensive working or academic environment.

Such conduct may result in disciplinary action up to and including dismissal or suspension upon instruction. Employees who are found to have engaged in sexual harassment, and supervisors who knowingly permit such behavior to continue, will be subject to discipline.

Other sexually harassing conduct in the workplace, whether physical or verbal, committed by supervisors or non-supervisory personnel or students is also prohibited. This behavior includes but is not limited to commentary about an individual's body, sexually degrading words to describe an individual, offensive comments, off color language or jokes, innuendos, and displaying sexually suggestive objects, books, magazines, photographs, cartoons or pictures.

Employees or students who have complaints of sexual harassment by anyone in the school environment, including any supervisors, co employees, students, or visitors are urged to report such conduct to the compliance officer so that the District may investigate and resolve the problem. If the complaint involves the compliance officer, or if the person for any reason is uncomfortable in dealing with the compliance officer, the employee or student may go to the Superintendent or a person appointed by the Superintendent to handle the complaint.

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SUBJECT: SEXUAL HARASSMENT POLICY (cont'd)

The District will endeavor to investigate all complaints as expeditiously and as professionally as possible. Where investigations confirm the allegations, appropriate corrective action will be taken.

The District will endeavor to maintain the information provided to it in the complaint and investigation process as confidentially as possible, consistent with the laws of the State and, if applicable, the collective bargaining agreement.

Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe to the Compliance Officer.

There will be no retaliation against employees or students for reporting sexual harassment or assisting the District in the investigation of a complaint.

Consistent with the Anti-Discrimination Policy the procedures for investigating a complaint of sexual harassment are as follows:

Section 1

All complaints or information about suspected sexual harassment will be investigated in a timely manner. The investigation will be confidential to the extent possible, and all persons involved will be accorded due process to protect their right to a fair and impartial investigation.

The Compliance Officer will then investigate the substance of the complaint in a thorough and impartial manner. The Complainant may provide evidence or witnesses to the Compliance Office as part of the investigation. If a determination is found that sexual harassment occurred, the District will take appropriate steps to prevent further harassment from occurring and to correct the effects of said harassment if appropriate.

Further, the District prohibits retaliation against any individual filing a complaint under this policy or participating in any resulting investigation. If you believe you are being retaliated against, you should contact the District's Compliance Officer or the United States Office for Civil Rights as noted above.

The District's Compliance Officers are appointed at the annual reorganization meeting.

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SUBJECT: SEXUAL HARASSMENT POLICY (cont'd)

Section 2

Step (a):

The Complainant shall discuss the complaint informally with the Compliance Officer, or may file a written complaint with the Compliance Officer. The Compliance Officer will then investigate in an impartial and thorough manner the substance of the complaint in a thorough and impartial manner. The Complainant and the Respondent shall receive written notice in advance of any interview or hearing. The Complainant or Respondent may provide evidence or witnesses to the Compliance Office as part of the investigation. The Compliance Officer will take necessary steps during the investigation to ensure the Complainant's safety. The Compliance Officer will reply to the complainant and person alleged to be engaged in the harassment in writing within seven business days of the initiation of the complaint. If a determination is found that harassment occurred, the District will take appropriate steps to prevent further harassment from occurring and to correct the effects of said harassment if appropriate. If a determination is found that disciplinary action will be taken against a responding party, written notice will be provided to the Respondent containing the allegations constituting a violation.

Step (b):

If either party wishes to appeal the decision of the Compliance Officer, that party may submit a signed statement of appeal to the Superintendent within seven business days after receipt of the Compliance Officer's response. The Superintendent shall meet with the complainant or the respondent and any representative and make such other inquiries which the Superintendent deems appropriate. The Superintendent will consider the appeal in an impartial manner. Thereafter, the Superintendent shall set forth a conclusion and respond in writing to the Complainant and the Respondent within 14 business days.

Step (c):

If the party is not satisfied with the conclusion of the Superintendent, the party may appeal through a signed, written statement to the Board within seven business days of receipt of the Superintendent's response in Step (b). In an attempt to resolve the appeal, the Board shall meet with the Complainant or Respondent and any representative within 30 calendar days of receipt of such an appeal. The Board's written disposition of the appeal shall be sent to appealing party within ten business days of this meeting.

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SUBJECT: SEXUAL HARASSMENT POLICY (cont'd)

Step (d):

If the appeal has not been satisfactorily settled at Step (c), employees and students may seek further legal remedies. Specifically, the New York State Human Rights Law protects employees, students and non-employees from sexual harassment. Complaints may be filed with the Division of Human Rights or in New York State Supreme Court. Further, the United States Equal Employment Opportunity Commission enforces federal discrimination laws, including Title VII of the Federal Civil Rights Act. Contact information is provided below.

New York State Division of Human Rights
1 Fordham Plaza, Fourth Floor
Bronx, NY 10458
(888) 392-3644

United States Equal Employment Opportunity Commission (EEOC)
1-800-669-4000
www.eeoc.gov

in addition to the above, local laws, including criminal laws, may also apply.

Refer: 3420 Notice of Non-Discrimination Section 504 of The Rehabilitation Act
Title IX and Title VII Sexual Harassment

Adopted: 08/09/2004
Revised: 04/10/2006
Revised: 09/11/2014
Revised: 02/26/2015
Revised: 12/06/2017
Revised: 10/17/2018

SUBJECT: EMPLOYEE MEDICAL EXAMINATIONS

Pre-Employment Medical Examinations

In accordance with the Americans with Disabilities Act, as amended, the School District shall not require applicants for positions to undergo a medical examination prior to an offer of employment. Further, the District will shall not make inquiries of a job applicant as to whether the applicant is an individual with a disability or as to the nature or severity of a disability.

However, the District may make pre-employment inquiries into the ability of an applicant to perform job-related functions.

Employment Entrance Examinations

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

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

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

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

All bus drivers and substitute bus drivers shall have yearly physical examinations. Each bus driver initially employed by the School District shall have a physical examination within the four (4) weeks prior to the beginning of service. In no case shall the interval between physical examinations exceed a thirteen-month period.

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SUBJECT: EMPLOYEE MEDICAL EXAMINATIONS (Cont'd.)

The final acceptance or rejection of a medical report with reference to the health of an employee lies within the discretion of the Board. The decision of the physician designated by the Board as the determining physician shall take precedence over all other medical advice.

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

Examinations and InquiriesAcceptable

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.

Prohibited

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

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

Adopted: 08/09/04
Revised: 12/14/09

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SUBJECT: DRUG-FREE WORKPLACE

It is the policy of the School District to maintain a drug-free workplace for all programs that receive federal funds. Employees of the District are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on school property. Controlled Substance means a controlled substance in schedule 1 through 5 of Federal Regulations as defined in 21 CFR §1308.11 through 1303.15.

The Board of Education directs the administration to develop regulation to comply with this policy, and further supports such action and activities of the administration as shall be required to maintain a drug-free workplace. 41 USE § 701 etc.

Adopted: 8/9/04
Revised: 08/21/2019

SUBJECT: PROFESSIONAL GROWTH/STAFF DEVELOPMENT

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

Funds for participating at such conferences, conventions, and other similar professional development programs will be budgeted for by the Board of Education on an annual basis. Reimbursement to District staff for all actual and necessary registration fees, expenses of travel, meals and lodging, and all necessary tuition fees incurred in connection with attendance at conferences and the like will be in accordance with established regulations for conference attendance and expense reimbursement. Staff that receive pre-approval to attend conferences outside of the budgeting process will be responsible for all expenses incurred.

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

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

Education Law Sections 1604(27), 3004 and 3006
General Municipal Law Sections 77-b and 77-c
8 New York Code of Rules and Regulations (NYCRR)
Sections 52.21(b)(3)(xvi), 52.21(b)(3)(xvii), 80
3.4(b)(2), 80-5.13, 80-5.14 and Part 100.2(dd)

Adopted: 8/9/04
Revised: 08/21/2019

SUBJECT: CERTIFICATION

- a) In accordance with applicable statutes, Rules of the Board of Regents, and Regulations of the Commissioner of Education, each employee whose employment requires certification or other licensure shall inform the Superintendent of Schools immediately of any change in the status of his/her certification or licensure. The changes shall include, but not be limited to, the granting, revocation, upgrading, expiration, conversion and/or extension of these documents as to their periods of validity or their titles.
- b) The original certificates and/or licenses or Teach verification must be presented for examination and copying in the office of the Superintendent of Schools as soon as they are available. The copies will be maintained in the employee's personnel file, in support of the legitimate employment of each affected employee. The failure of any such employee to possess the required certification or other licensure may result in the discharge of that employee.
- c) Whether or not the District verifies an individual's certification or licensure does not waive the responsibility of the employee to maintain what is required for his/her assignment.

Adopted: 8/9/04
Revised: 11/06/2019

SUBJECT: Part Time and Certified Substitute Teacher Employment

All certified substitute teachers are employed as certified substitute teachers and are paid per diem rates or as provided by this policy and the salary schedule for certified substitute teachers. Certified substitute teachers are expected to serve a usual day that follows the same schedule of as the regular classroom teacher they are replacing. Any variations shall be approved by the Building Principal.

On the twenty-sixth (26th) day of any continuous long-term substitute teaching for the same teacher, a certified substitute will be placed, retroactively, on Step 1 of the current Elmira Heights Teachers' Association contract salary schedule. The Superintendent in his/her discretion, may waive the twenty-five (25) day waiting period if it is known up front that the teacher being replaced shall be out more than twenty-five days and less than ninety (90) days. In the event that the certified substitute teacher is exceeded in June and is subsequently hired as a long-term substitute in September of the following year, in the same position, the twenty-five 25 day per diem rate may be waived and such certified substitute teacher will commence with his/her long-term substituting at the appropriate salary. In the event that a long-term certified substitute teacher subsequently is hired the following school year, in the same position, the twenty-five (25) day itinerant per diem rate will be waived and such certified substitute teacher will commence his/her long term certified substitute position at the appropriate rate.

Long term certified substitute teachers who continue in the same position as described above, beyond the twenty-five (25) days will also, on the twenty-sixth (26th) day, be granted one (1) sick leave day for each thirty (30) substitute days. Such sick leave days are cumulative within any single position and may be used as long as the certified substitute remains in the same position. At the time that such specific position is terminated for the certified substitute teacher, any accumulated sick leave days are void, and may not be carried over to a different position.

There are no other fringe benefits available to long-term certified substitute teachers.

Long-term certified substitute teachers who will be teaching ninety or more days in the same position will be entitled to a waiver of the twenty-five (25) day per diem rate and will be entitled to a single health insurance plan.

In the event that a long-term certified substitute teacher is subsequently hired as a regular teacher in the district, such teacher shall be entitled to one year of experience credit for each long-term substitute position that was held at least seven (7) months of the ten (10) month school year. Such experience credit will be granted only for certified long-term substituting, not through the accumulation of seven (7) months of per diem substituting. The final decision governing the granting of experience credit shall rest with the Superintendent.

Adopted: July 24, 2006

Revised: 02/01/2017

Revised: 09/09/2020

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SUBJECT: APPOINTMENT - SUPPORT STAFF

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

The time, place and conditions of employment shall be assigned by the Superintendent of Schools. The duties for each Civil Service employee shall be clearly defined.

Civil Service Law Section 63

Adopted: 8/9/04

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Personnel

SUBJECT: MAINTAINING DISCIPLINE AND CONDUCT

All personnel employed by the District are responsible for maintaining student discipline and appropriate conduct during school hours or at extracurricular events.

Adopted: 8/9/04

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Personnel

SUBJECT: THEFT OF SERVICES OR PROPERTY

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

Adopted: 8/9/04

SUBJECT: COMPUTER NETWORK FOR EDUCATION

The Board considers a computer network to be a valuable tool for both student learning and staff use, and therefore encourages the use of computers and computer-related technology in district classrooms and offices.

The Board encourages computer network use as an integral part of the curriculum. Through software applications, online databases, bulletin boards, and electronic mail, the network will significantly enhance educational experiences and provide statewide, national, and global communications opportunities for staff and students.

The Board also requires that all networked computers employ Internet filtering software, per the requirements of the Children's Internet Protection Act.

The district does not guarantee nor imply that access to the Internet will always be available when a user wants access or that the content filtering software provided will always work as intended. The District is not responsible for failures in the operation or technical filtering of the Internet, the computers, or software used to access the Internet.

The Superintendent will establish rules and regulations governing the use and security of the district's computer network. Failure to comply with policy and regulations for the use of the network may result in suspension and/or revocation of computer access privileges.

Privacy Rights

Staff data files and electronic storage areas shall remain District property, subject to District control and inspection. The computer coordinator may access all such files and communications to ensure system integrity and that users are complying with requirements of this policy and accompanying regulations. Staff should **NOT** expect that information stored on the DCS will be private.

NOTE: Refer also to Policy #8271 -- [The Children's Internet Protection Act: Internet Content Filtering/Safety Policy](#)

Adopted: 8/9/04

SUBJECT: INDEMNIFICATION OF EMPLOYEES

The School 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 while the employee was acting within the scope of his public employment or duties; provided further that in the case of a settlement, the duty to indemnify and save harmless shall be conditioned upon the approval of the amount or settlement by the Board of Education.

Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this policy shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

The Board of Education shall not indemnify or save harmless an employee with respect to punitive or exemplary damages, fines, or penalties or money recovered from an employee pursuant to Section 51 of the General Municipal Law.

Upon entry of the final judgment against the employee, or upon the settlement of the claim, the employee shall serve a copy of such judgment or settlement, personally or by certified or registered mail within 30 days from the date of entry or settlement, upon the Superintendent of School District; and, if not inconsistent with the provision of this policy, such amount of such judgment or settlement shall be paid by the School District.

The duty to defend or indemnify to save harmless prescribed by this policy shall be conditioned upon (i) delivery by the employee to the Superintendent of the School District of a written request to provide for his defense together with the original or copy of any summons, complaint, process, notice, demand or pleading within 10 calendar days after he is served with such document and (ii) the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the School District based upon the same act or omission and in the prosecution of any appeal.

Upon completion by the employee with the provision of the last paragraph, the School 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 public employment or duties. This duty to provide a defense shall not arise where such civil action or proceeding is brought by or at the behest of the School District employing such employee.

The employee shall be entitled to be represented by private counsel of his choice in any civil action or proceeding whenever the School District attorney or other counsel designated by the School District determines that a conflict of interest exists, or whenever a court, upon appropriate motion or otherwise by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by counsel of his choice provided, however, that the School District attorney or other counsel designated by the School District may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. Reasonable attorneys' fees and litigation expenses shall be paid by the School District to such private counsel from time to time during the pendency of the civil action or proceeding with the approval of the Board of Education of the School District.

The Board of Education may from time to time purchase insurance from any insurance company created by or under the laws of the State of New York, or authorized by law to transact business in the

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SUBJECT: INDEMNIFICATION OF EMPLOYEES (cont'd.)

State of New York, against any liability imposed by the provisions of this policy, or to act as self-insurer with respect thereto.

For the purposes of this policy, the term “employee” shall mean any member of the Board of Education, employee, volunteer, as well as a former employee, his estate or judicially appointed personal representative.

The benefits of this policy shall supplement and be available in addition to defense or indemnification protection conferred by any other enactment.

Public Officers Law §18

Adopted: 8/9/04

Revised/Replaced: 11/06/2019