



Book	Policy
Section	6000 Personnel
Title	Code of Ethics for Board Members and All District Personnel
Code	6110
Status	Active
Adopted	December 15, 2003
Last Revised	October 6, 2014

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

Purpose

The purposes of this Code of Ethics are:

- a. To establish high standards of ethical conduct for School Board members, officers, and employees of the West Seneca Central School District;
- b. To afford Board members, officers, and employees of the District clear guidance to such standards;
- c. To promote public confidence in the integrity of governance and administration of the District and its administrative offices and subdivisions;
- d. To establish clear standards and to prohibit acts incompatible with the public interest;
- e. To facilitate consideration of potential problems before they arise; minimize unwarranted suspicion; enhance the accountability of government to the people; and by requiring public disclosure of financial interests that may influence or be perceived to influence the actions of Board members, officers, and employees;
- f. To provide for the fair and effective administration of this Code.

Definitions

"Appear" and "appear before" mean communicating in any form, including, without limitation, personally, through another person, by letter, email, fax, telephone, or other electronic means.

Board - Board of Education of the West Seneca Central School District.

Claim - Any demand, oral or written, made upon the District, its Board or its Superintendent, to fulfill an obligation arising from law or equity.

Contract - Any oral or written obligation to do an act or to refrain from doing an act, arising from an exchange of promises between or among persons.

District - West Seneca Central School District, including its Board of Education.

Employee - Any person, paid or unpaid, appointed, elected, or hired to serve the District in any capacity or position, including without limitation, persons serving on a temporary, part-time or seasonal basis and persons serving on administrative or advisory boards, commissions or committees of the District, whether permanent or temporary.

Family - Any parent, sibling, spouse, child, household member, domestic partner, grandparent, father-in-law, mother-in-law, stepparent or stepchild of an employee.

Gift - Anything of value given gratuitously to a Board member or employee that is not authorized by law.

Interest - A benefit or advantage of an economic or tangible nature that an employee would gain or lose as a result of a decision or action, or an omission to decide or to act on behalf of the District. An employee shall be deemed to have an interest in a:

- a. Contract between the District and that employee;
- b. Contract between the District and any member of the family of that employee, except for a contract of employment;
- c. Contract between the District and any entity of which the employee or a member of his/her family, is an officer, director, employee, partner, or stockholder with an interest of 5% or more; or
- d. Direct or indirect benefit received by an employee as a result of a contract with the District.

Ministerial Act - An action performed in a prescribed manner without the exercise of judgment or discretion as to the propriety of the action.

Person - Any individual, corporation, partnership, business, employee or vendor.

Subordinate - of a District officer or employee shall mean another officer or employer over whose activities he or she has direction, supervision, or control.

Vendor - Any corporation, partnership, business, company, organization, association, or individual conducting or seeking to conduct business with the District, providing grant or research funds to the District, making donations to the District, or from whom the District is actively soliciting donations.

Application

This Policy applies to every Board member and employee of the District, and it shall take effect immediately.

Consideration of Other Laws and Regulations

The Board affirms its commitment to adhere to all applicable provisions of law regarding conflicts of interest. This policy does not supersede the requirements of any applicable law, regulation, or order.

Requirements

- a. The Board and all employees shall exercise good and sound judgment on behalf of the District, and shall pursue a course of conduct which will maintain public trust and confidence in the District. In no event shall a Board member or an employee:
 1. Treat any person more favorably than it is the custom and practice to treat the general public.
 2. Use his/her official position to secure unwarranted privileges or exemptions for self or others.
 3. Allow any person to improperly influence his/her performance.
 4. Have a romantic, sexual, or other unprofessional relationship with any student of the District,

even if the relationship is consensual.

5. Have a romantic, sexual, or other unprofessional relationship with a subordinate even if the relationship is consensual.
- b. A Board Member or Employee shall not, in his/her official position or office, appear before the Board, take, or fail to take any action in a manner which may result in a personal financial benefit (other than services or benefits generally available to residents of the District) for any of the following persons:
1. The officer or employee;
 2. His/her outside employer or business;
 3. His/her customer, client or business associate; or
 4. A contributor or an affiliate of a contributor that has made political contributions of more than five hundred dollars in the aggregate during the past twenty-four (24) months in connection with the nomination or election of the officer or employee as a candidate for public office, provided that this clause may be waived by written decision of the Board upon specific findings showing that such waiver is in the public interest.
- c. Conflict of Interest Prohibited
1. In no event shall a Board member or employee have an interest in any contract in which he/she has the power to:
 - a. Negotiate; prepare; authorize or approve the contract; or authorize or approve payment pursuant to the contract;
 - b. Audit bills or claims under the contract; or
 - c. Appoint an employee who has any of the powers and duties set forth above.
 2. No District business official or their deputies and employees shall have an ownership interest (of 5% or more) or direct financial interest in a bank or trust company designated as a depository, paying agent, registration agent or for investment of funds of the District. However, clauses (a) and (b) hereof do not apply to a contract or banking relationship between any:
 - a. Vendor and the District, in which an employee has an interest solely by reason of employment with the Vendor, if the remuneration of such employment will not be directly affected as a result of the contract or banking relationship.
 - b. Vendor and the District, in which an employee has an interest solely by reason of an ownership interest in the Vendor, if the value of the ownership interest will not be affected materially as a result of the contract or banking relationship; or
 - c. Vendor and the District, in which the employee has an interest, if such contract was entered into prior to the time he/she was appointed, elected or hired, provided that:
 1. The employee disclosed his/her interest in the contract prior to the time he/she was appointed or hired by the District;
 2. The employee has no power or duty to authorize or approve payment under the contract, monitor performance under the contract, or audit bills or claims under the contract;
 3. The remuneration of the employee by the vendor will not be directly affected as a result of the contract.
 4. This subparagraph, however, shall in no event authorize a renewal of the contract.
 - d. No employee shall negotiate or execute any contract on behalf of the District for the purchase, sale, or lease of real or personal property, non-professional services of any

nature or for insurance without first having determined the common price for such property, services or insurance or requesting bids from all potential providers of such property, services or insurance.

- e. No employee shall allow any matter, concern, or interest, personal, financial, or otherwise, to influence or interfere with the performance of his or her duties. Should such a matter, concern or interest arise, the
- f. Employee shall bring the matter to the attention of his or her supervisor or the Board to seek ways to reduce or eliminate the influence or interference.
- g. An employee will not directly or indirectly attempt to influence a decision of the District when the employee knows the result of the decision may be the acceptance of a service or the sale, rental, or lease of any property that would directly benefit the employee or any member of the employee's family.

3. Disclosure:

According to the process set forth in Section VII, Board members and employees shall publically disclose as soon as possible, in writing, known or suspected conflicts of interest or other violations of this policy and any applicable regulations.

4. Personal Employment:

- a. No employee shall engage in, solicit, negotiate for or promise to accept private employment when that employment or service creates a conflict with or impairs the proper discharge of his/her official duties with the District.
- b. No employee shall engage in other employment at a time when he/she is scheduled to be working for the District.
- c. A Board member or employee will not use his or her position with the District to influence purchases made by students or their parents/guardians resulting in financial gain to the employee or the employee's family.
- d. An employee will not trademark, patent, copyright, or claim ownership interest in any inventions, publications, ideas, processes, compositions, programs, images, or other intellectual property created by the employee in his/her capacity as an employee in the District, unless authorized by the Board.
- e. Board members or employees will not use District property, including the District's intellectual property, or confidential information obtained in their capacities as Board Members or employees of the District to financially benefit themselves, family members, or any other person or business, unless authorized by the Board.

5. Gifts:

- a. In no event shall a Board member or employee solicit, either directly or indirectly, any gift or accept or receive any gift having a value of \$75 or more under circumstances in which it could reasonably be inferred that the gift was intended to influence him/her in the performance of his/her official duties or was intended as a reward for any official action on his/her part. If a Board member or employee received a gift having a value of \$75 or more, it must be returned. This provision does not apply to contributions solicited or received in accordance with the election provisions of the Education Law of the State of New York.
- b. The value of a gift shall be defined at its fair market value. The following exceptions shall not be considered gifts:
 - 1. Complimentary attendance at a charitable or political event if the admission fee is less than \$75;
 - 2. Complimentary attendance at a widely attended, educationally related event when

attendance is provided directly to the employee by the sponsor and the event is related to the official duties of the employee;

3. Honorary degree or ceremonial item;
4. Political contributions reportable under the Education Law; and
5. Travel reimbursement or payment for travel related expenses for an employee acting as a speaker or panelist at an informational event.

6. Confidentiality Requirements of Public Information and Records:

- a. No Board member or employee shall disclose confidential information acquired by them in the course of their official duties to further their personal interests or the interests of anyone in his/her family.
- b. No Employee of Board Member shall disclose the following matters discussed in executive session:
 1. Matters which will imperil public safety if disclosed;
 2. Any matter which may disclose the identity of a law enforcement agent or informer;
 3. Information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
 4. Discussions regarding proposed, pending or current litigation;
 5. Collective negotiations under the Taylor Law;
 6. The medical, financial, credit, or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, or removal of a particular person or corporation;
 7. The preparation, grading or administration of examinations;
 8. The proposed acquisition, sale, or lease of real property or securities held by the District, but only when publicity would substantially affect the value thereof;
 9. Student records pursuant to the Family Educational Rights and Privacy Act (FERPA);
 10. Matters subject to the attorney-client privilege or information gained while performing in a quasi-judicial capacity.

d. Distribution

1. The Superintendent of the District shall distribute to every Board member and employee of the District a copy of this Policy within 30 business days after the effective date of its adoption by the Board.
2. Each Board member or employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his/her office or employment.
3. This Policy shall be posted on the District's website so as to be available to all employees and the public.
4. This code of ethics shall be filed in the State Comptroller's Office annually in accordance with 806(3) of the General Municipal Law.

e. Disclosure

1. Every Board member and employee must publicly disclose the nature and extent of any non-exempted interest they or their spouses have, will have or later acquire in any actual or proposed contract, purchase agreement, lease agreement, or other agreement involving the District, even if it is not a prohibited interest under applicable law.
 - a. In regard to a matter proposed or pending before the District, in no event shall a Board member or employee discuss, decide, or take part in a matter in which he/she has a prohibited interest pursuant to this policy.
 - b. The Board member or employee shall identify immediately, in writing, the nature of his/her interest and the potential conflict to his/her immediate supervisor and/or the Board.
 - c. The Board shall render a decision as to whether the Board member or employee shall participate in the matter and the Board member or employee shall abide by the decision.
 - d. Failure to disclose or abide by the Board's decision may result in the penalties described in Section VIII below.
2. Annual Conflicts Disclosure: All employees holding the following job titles within the District shall provide an Annual Conflicts of Interest Statement utilizing the form annexed hereto as "Attachment 1" no later than October 15th of each year: Members of the Board of Education, Superintendent of Schools, Assistant Superintendents, District Treasurer or other chief financial officer, and employees of the Purchasing Department involved in vendor selection or bid review.
3. Recusal: An officer or employee shall promptly recuse himself/herself from acting, formally or informally, on a matter before the Board, when acting on the matter or failing to act on the matter may financially benefit any of the persons listed above under Section V hereof, except in a case where the prohibition has been waived by the Board. In addition, he/she shall promptly make disclosure of the reason for such recusal known in accordance with subsection (i) below.

Whenever an officer or employee (a) is required to recuse himself/herself pursuant to the language above, or (b) is requested or proposes to take any action or fail to take any action (other than ministerial action) in a manner which may result in a personal financial benefit (other than services or benefits generally available to residents of the District) for a family member, a member of his or her household, or for an employer or business associate of a family member or member of his or her household, then, in either event, he/she shall promptly inform his/her superior (except in the case of a member of the Board, who shall inform the President of the Board) and shall promptly file with the Superintendent a signed statement disclosing in reasonable detail the reason for recusal under clause (a) or the relationship and potential personal financial benefit referred to in clause (b) of this sentence. The Superintendent shall promptly transmit copies of the statement to the Board of Education for review in accordance with the process outlined in this Policy.

f. Penalties

1. In addition to any penalty contained in a provision of law, any person who violates any of the provisions of this policy may be subject to disciplinary action in the manner provided by District policies and regulations, any applicable collective negotiations agreements, and law.
2. Disciplinary action may include, but is not limited to, removal from office, reprimand, fine, suspension, or termination of employment. Any contract entered into by the District, its Board or Superintendent, concerning which there is an interest prohibited by this Policy or applicable law may be nullified and unenforceable.

g. General Exceptions to Conflict Of Interest

Board members and employees will not be deemed to have a conflict of interest if any of the

exceptions listed in Section 802 of the General Municipal Law are applicable, including:

1. Contracts with membership corporations or other voluntary not-for-profit corporations or associations. (e.g., a collective negotiations agreement or a contract with a not-for-profit health services organization;
2. No Board member is prohibited from voting on a collective negotiations agreement that would apply to his/her spouse or child;
3. Appointment of a teacher who is a relative or spouse of a Board member is permitted upon a two-thirds supermajority vote, without limiting the Board member's right to vote;
4. The appointment of a Board member as a school physician is permitted by two-thirds supermajority vote;
5. Contracts entered into by the District with a person who is subsequently elected or appointed to the Board, a school district office or employment remain valid, except that the contract may not thereafter be renewed;
6. A contract with a vendor in which the interest of the Board member or officer is, by reason of stockholding, less than 5% of outstanding shares;
7. Contracts between the District and a Board member or officer that do not exceed \$750 in any fiscal year;
8. Where application of the conflict of interest rules would necessitate the engagement of a bank or trust company outside of the District, the Board may designate a bank or trust company in which the Board president, treasurer or deputy treasurer has an interest. The designation shall be as a depository, paying agent or registration agent for the investment of funds.
9. A contract with a vendor in which an officer or employee has an interest prohibited solely by reason of employment as an officer or employee of such vendor, if his/her compensation will not be directly affected as a result of the contract with the District and duties do not directly involve the procurement, preparation, or performance of any part of the contract;
10. The designation of a newspaper, including an official newspaper, for the publication of notices, resolutions, or other proceedings where publication is otherwise required or authorized by law;
11. The purchase of property or any interest therein where approved upon a petition to State Supreme Court by the Board;
12. Acquisition of real property or an interest in real property through eminent domain proceedings; and
13. Sale of bonds and notes pursuant to Section 60.10 of the Local Finance Law.

Education Law Section 410
General Municipal Law Article 18
Labor Law Section 201-d
Penal Law Article 155

Adopted: 12/15/03
Revised: 1/28/08; 3/8/10; 10/6/14

