

LEWISTON-PORTER CENTRAL SCHOOL DISTRICT

20202024

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Personnel

SUBJECT: EMPLOYEE ASSISTANCE PROGRAM (EAP)

In collaboration with District collective bargaining units, the Board will provide an Employee Assistance Program (EAP). The major purpose of the program is to assist employees in obtaining help to resolve personal problems in an effective and confidential manner. Staff members will be informed of such services and shall be encouraged to seek such help either voluntarily or in lieu of disciplinary action.

~~A joint committee made up of employee bargaining organizations' representatives and the Superintendent's designee shall oversee the operation of the program.~~

The Board will support the organization and conduct of programs and activities aimed at maintaining and improving the general health and welfare of members of the staff.

NOTE: Refer also to Policy #6150 - Alcohol, Drugs and Other Substances (School Personnel)
#6151 - Drug-Free Workplace

Adoption Date: 02/18/2020

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SUBJECT: DEFENSE AND INDEMNIFICATION OF BOARD MEMBERS AND EMPLOYEES

Liability Protection Pursuant to Education Law

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

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

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

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~~ their duties within the scope of ~~his/her~~ their employment or authorized volunteer duties and/or under the direction of the Board.

Public Officers Law Section 18

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

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SUBJECT: DEFENSE AND INDEMNIFICATION OF BOARD MEMBERS AND EMPLOYEES

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

Pursuant to the provisions of Public Officers Law Section 18, and upon compliance by the employee with the requirements of this statute, the District shall provide for the defense of the employee in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of ~~his/her~~ their 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~~ their 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.

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

Paul D. Coverdell Teacher Protection Act of 2001, as authorized by the No Child Left Behind Act of 2001,
20 United States Code (USC) Section 6731 et seq. Education Law Sections 1604(25), 1604(31-b), 1709(26), 1709(34-b),
2560, 3023, 3028 and 3811

General Municipal Law Sections 6-n and 52
Public Officers Law Section 18

Adoption Date: 02/18/2020

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SUBJECT: LEAVES OF ABSENCE

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

Leaves of Absence, Contractual, Et Al.

- a) Employees who are members of a negotiating unit:

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

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

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

- c) Employees who are under contract to the District:

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

Leaves of Absence, Unpaid, Not Covered Above

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

1. For a period of time not to exceed one school year for approved graduate study, this leave to include any required internship experience.
2. At the expiration of a paid sick leave of absence, this leave may be extended for a period of time not longer than the end of the school year after the school year in which the paid leave of absence began.

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

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

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SUBJECT: LEAVES OF ABSENCE

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

Other Leaves of Absence

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

- a) Emergency Service Volunteer Leave

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

- b) Screenings for Cancer

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

- c) Blood Donation

The District must either, at its option:

1. Grant three hours of unpaid leave of absence in any 12-month period to an employee who seeks to donate blood off-premises. The leave may not exceed three hours unless agreed to by the Superintendent or designee; or
2. Allow its employees without use of accumulated leave time to donate blood during work hours at least two times per year at a convenient time and place set by the Superintendent or designee, including allowing an employee to participate in a blood drive at the District.

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

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

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SUBJECT: LEAVES OF ABSENCE

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/designee. The District will require verification for the purpose and length of each leave requested by the employee for this purpose.

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

e) Nursing Parents (Breastfeeding/Lactation)

The District will provide reasonable break time to allow an employee to express breast milk for their nursing child each time the employee has reasonable need to express breast milk for up to three years.

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

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

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

1. Inform employees of their rights pursuant to law;
2. Specify how a request may be submitted to the District for a room or other location for use by an employee to express breast milk;
3. Require the District to respond to requests within a reasonable time frame that is not to exceed five business days.

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

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LEWISTON-PORTER CENTRAL SCHOOL DISTRICT

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SUBJECT: LEAVES OF ABSENCE

f) Witnesses or Victims of Crimes

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

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

g) Victims of Domestic Violence

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

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

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

h) Military Leave

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

i) Jury Duty

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

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SUBJECT: LEAVES OF ABSENCE

j) Voting

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

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

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

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

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

Adoption Date: ~~04/24/2023~~

LEWISTON-PORTER CENTRAL SCHOOL DISTRICT

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SUBJECT: FAMILY AND MEDICAL LEAVE ACT

The Board, 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 twelve (12) workweeks in a twelve-month period as determined by the District.

The District uses a "rolling" twelve month period measured backward from the date of any FMLA usage as its method for calculating the leave year period for the commencement of the FMLA leave period. In certain cases, FMLA leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.

The entitlement to leave for the birth or placement of a child shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

Employees are "eligible" if they have been employed by the District for at least twelve (12) months and for at least 1,250 hours of service during the previous twelve-month period. Full-time teachers are generally 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 twelve (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 employees may be granted leave for one (1) 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 of a child with the employee from foster care;
- d) To care for a spouse, minor child or parent who has a "serious health condition" as defined by the FMLA;
- e) To care for an adult child who is 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) A "serious health condition" of the employee, as defined by the FMLA, that prevents the employee from performing ~~his/her~~ their job.

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 person incapacitated for more than three (3) consecutive calendar days. Furthermore, the first visit to a health care provider for an employee claiming a "serious health condition" under FMLA must occur within seven (7) days of the aforementioned incapacity with the second required visit occurring within thirty (30) days of the incapacitating event. In order for an employee to claim the need for continuous treatment under FMLA for a chronic serious health condition, the condition must require a minimum of two (2) visits per year to a healthcare provider, continue over an extended period of time, and 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.

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SUBJECT: FAMILY AND MEDICAL LEAVE ACT

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 up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for a "military member" who is:

- 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 (5) years and aggravates that illness or injury.

This military caregiver leave is available during a single twelve (12) month period during which an eligible employee is entitled to a combined total of twenty-six (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 twenty-six (26) weeks of possible leave for any single twelve (12) month period; however, the other form of FMLA leave when combined cannot exceed twelve (12) of the twenty-six (26) weeks of combined leave. Military Caregiver Leave has a set "clock" for calculating the twelve (12) month period for when FMLA leave begins and tolling starts at the first day of leave taken.

The term "military member" means:

- 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 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 (5) 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 is entitled to FMLA leave because of "a qualifying exigency" arising out of circumstances where the spouse, son, daughter, or parent of the employee is serving in the Regular Armed Forces or either the National Guard or the Reserves and is on 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 to active duty status, in support of a contingency operation. There is no "qualifying exigency" unless the military member is or is about to be deployed to a foreign country.

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SUBJECT: FAMILY AND MEDICAL LEAVE ACT

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 fifteen [15] calendar days);
- h) Post-deployment activities; and
- i) Any additional activities where the employer and employee agree to the leave.

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 twelve (12) weeks during a single twelve (12) month period. Leave may be taken intermittently or on a reduced leave schedule.

Upon an employer's request, an employee must provide a copy of the military member's active duty order to support the employee's request for qualifying exigency leave. In addition, the employer may request the following information:

- 1) A statement or description of appropriate facts regarding the exigency that is needed;
- 2) The approximate date on which the exigency commenced or will commence;
- 3) An estimate of the frequency and duration of the exigency if leave is needed on a reduced scheduled basis or intermittently;
- 4) If the exigency requires meeting with a third party, the contact information for the third party and description of the purpose of the meeting;
- 5) Additionally, the certification for qualifying exigency leave for Rest and Recuperation Leave must include a copy of the military member's Rest and Recuperation Leave Orders, or other documentation by the military setting forth the dates of the military member's leave.

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SUBJECT: FAMILY AND MEDICAL LEAVE ACT

Substitution of Paid Leave

At the employee's or District's option, certain kinds of paid leave may be substituted for unpaid leave. The District may require the employee to substitute any accrued paid vacation, personal or family leave if the employee is taking leave to care for another due to birth or serious health condition. The District may also require the employee to substitute any of ~~his/her~~ their accrued paid vacation, personal, or medical/sick leave if they seek leave for ~~his/her~~ their own serious health condition. The District may substitute paid vacation, personal, family and the employee's own medical/sick leave if they seek leave under the Military Caregiver Leave.

Implementation/Benefits/Medical Certification

An employee on FMLA leave is 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/her~~ their share during the leave period. In some cases, the District may recover premiums paid for maintaining an employee's health coverage if the employee fails to return to work from FMLA leave.

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 thirty (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 by 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 (7) days to provide corrected materials to cure any deficiency prior to any action being taken. The Board reserves the right to require additional medical certifications and/or recertification as permitted under the FMLA and its attendant regulations.

Special Provisions for School District Employees

An instructional employee is 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."

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 but rather continuous leave. The period in the interim (i.e., summer vacation) is not counted against an employee and the employee must continue to receive any benefits that are customarily given over the summer break.

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SUBJECT: FAMILY AND MEDICAL LEAVE ACT

Intermittent leave may be taken but must meet certain criteria. If the instructional employee requesting intermittent leave will be on that leave for more than twenty percent (20%) of the number of working days during the period for which the leave would extend, the following criteria may be required by the employer:

- a) Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- b) Transfer 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 begins leave more than five (5) weeks prior to the end of the term, the District may require that the employee take the leave until the end of the term if the leave lasts at least three (3) weeks and the employee would return to work during the three-week period before the end of the term.

If the instructional employee begins leave during the five (5) week period prior to the end of the term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member, the District may require that the employee remain out for the rest of the term if the leave will last more than two (2) weeks and the employee would return to work during the two(2)-week period before the end of the instructional term.

If the instructional employee begins taking leave during the three (3) weeks prior to the end of the term for any reason identified in the preceding paragraph, the District may require that the employee continue leave until the end of the term if the leave is scheduled to last more than five (5) working days.

Any additional time that is required by the employer 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 employer who requested that the leave extend until the end of the term.

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SUBJECT: FAMILY AND MEDICAL LEAVE ACT

FMLA Notice

A notice which explains the FMLA's provisions and provides information concerning the procedures for filing complaints of violations of the FMLA shall be posted in each school building and a notice of an employee's FMLA rights and responsibilities shall be either placed in the employee handbook of the employer or furnished to each new employee upon hire. The employer has five (5) days to supply such notice from the date of hire.

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

NOTE: Refer also to Policy #6552 - Uniformed Services Employment and Reemployment Rights Act (USERRA)/Military Leaves of Absence

Adoption Date: 02/18/2020

LEWISTON-PORTER CENTRAL SCHOOL DISTRICT

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SUBJECT: UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)/MILITARY LEAVES OF ABSENCE

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

Employment Rights

Time during which an employee is absent pursuant to military leave shall not constitute an interruption of continuous employment in the District and no such employee shall be subjected, directly or indirectly, to any loss or diminution of time service, increment, vacation or holiday privileges, or any other right or privilege, by reason of such absence; nor shall any employee be prejudiced by reason of such absence with reference to continuance in employment, reemployment, reinstatement, transfer or promotion.

Salary/Compensation

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

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

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

Employee Benefits

Health Plan Coverage

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

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

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SUBJECT: UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)/MILITARY LEAVES OF ABSENCE

- a) The 24-month period beginning on the date on which the employee's absence for the purpose of performing military service begins; or
- b) The period beginning on the date on which the employee's absence for the purpose of performing military service begins, and ending on the date on which the employee fails to return from service or apply for a position of reemployment.

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

Pension/Retirement Plans

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

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

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

Leaves of Absence for Military Spouses

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

Continued

SUBJECT: UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)/MILITARY LEAVES OF ABSENCE

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

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

Reemployment/Restoration Rights ("Escalator Principle")

Per USERRA, as a general rule, the employee is entitled to reemployment in the job position that ~~he/she~~ they would have attained with reasonable certainty if not for the absence due to military service. The position to which the returning service member should be restored has become known as the "escalator position." The escalator principle requires that the employee be reemployed in a position that reflects with reasonable certainty the pay, benefits, seniority, and other job benefits that ~~he/she~~ they would have attained if not for the period of military service.

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

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

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

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

Continued

LEWISTON-PORTER CENTRAL SCHOOL DISTRICT

20202024

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Personnel

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SUBJECT: UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)/MILITARY LEAVES OF ABSENCE

Probationary Service

Public Employees in General

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

Teachers/Supervisory Staff

In any case where a "teacher" (*as defined in State Education Law Section 3101, the term "teacher" encompasses a broad category of full-time members of the teaching and supervisory staff of the District, and is not limited to "instructional" employees*) enters military duty before the expiration of the probationary period to which **he/she they** may have been appointed, the time the "teacher" is absent on military duty shall be credited as satisfactory service during this probationary period. If the end of such probationary service occurs while the "teacher" is on military duty or within one year following the termination of military duty, the period of the probationary service may be extended by the Board of Education for a period not to exceed one year from the date of termination of military duty. However, in no event shall the period of probationary service in the actual performance of teaching services extend beyond that required by the School District at the time of the "teacher's" entry into military service.

Collective Bargaining Agreements/Contracts/Plans/Practices

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

Notice of Rights and Duties

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

The U.S. Department of Labor has developed and made available on its web site <http://www.dol.gov/vets/programs/userra/poster.htm> a poster for use by private and State employers (including school districts) that can be posted in order to comply with the notification mandate.

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

Adoption Date: 02/18/2020

LEWISTON-PORTER CENTRAL SCHOOL DISTRICT

20202024 6570

Personnel

SUBJECT: REMOTE WORKING

Generally, the District believes that its goals and objectives are best served when employees work in-person on District premises. However, the District recognizes that, in certain circumstances, remote working or telecommuting may be advantageous to both the employee and the District. It may also be necessary in the event of an extraordinary circumstance such as widespread illness, natural disaster, or other emergency situation.

When making decisions about remote working, the District will take into consideration any applicable laws, regulations, collective bargaining agreements, or existing policies and procedures. This policy will be superseded by any conflicting law, regulation, or collective bargaining agreement.

Remote Working Arrangements

Remote working is not an entitlement or a District-wide benefit. The ability to work remotely is completely at the discretion of the District. Except where specifically provided by an applicable collective bargaining agreement, employees will not be permitted to file a grievance as a result of a denial of their request to work remotely.

Upon request, an employee's supervisor, in conjunction with the Superintendent/designee, may grant an employee a full-time, part-time, or short-term remote work arrangement provided that the employee's work is able to be performed remotely and the employee has consistently demonstrated the ability to effectively work independently.

Extraordinary Circumstances

In the event of an extraordinary circumstance such as widespread illness, natural disaster, or other emergency situation, it may be necessary to establish remote working arrangements for some or all employees. In these circumstances, the District will notify employees of whether they are expected to work at home full-time, part-time, or not at all. The District retains the right to change the remote working arrangement for any employee at any time.

Continuity of Work

Unless specifically agreed upon, working remotely will not alter an employee's work schedule, job duties, compensation, benefits, or any other term and condition of employment. Further, while working remotely, employees will be required to remain available during their normal workhours via email, phone, or other means. Failure to respond in a reasonable time frame may result in discipline and/or termination of the remote work arrangement.

Compliance with District Policies and Procedures

District employees who are working remotely are required to comply with any and all applicable District policies, procedures, and other related documents as they normally would if they were working on District premises. Examples include, but are not limited to, the District's policies and procedures on non-discrimination and anti-harassment, protecting the personal information of District employees and students, acceptable use, and copyright. Engaging in prohibited conduct may result in disciplinary action as warranted.

Adoption Date: 10/26/2020

LEWISTON-PORTER CENTRAL SCHOOL DISTRICT

2024 7513

Students 1 of 5

SUBJECT: MEDICATION AND PERSONAL CARE ITEMS

Administration of Medication

The school's registered professional nurse may administer medication to a student during ~~the~~ regular school ~~day hours and at school sponsored activities~~ under certain conditions. For the purpose of this policy, the term "medication" includes both prescription and non-prescription medications. The school must receive the following before medication will be administered to a student:

- a) The original written order from the student's ~~health care~~ provider stating the name of the medication, precise dosage, frequency, and time of administration;
- b) A written, signed consent from the student's parent or person in parental relation requesting the administration of the medication, as prescribed by the physician, to the student in school; and
- c) The medication, ~~properly labeled~~ in its original container, ~~must be labeled with the student's name, and~~ delivered to the school health office by the student's parent or person in parental relation. ~~The term "properly labeled," in the context of this policy, means that the container~~ Prescription medication must include the following additional information: ~~the student's name, name and phone number of pharmacy, date and number of refills,~~ name of medication, dosage, frequency, ~~and~~ prescribing physician, ~~route of administration, and other directions.~~

A student is not permitted to carry any medication on ~~his or her~~their person in school, or on the school bus, or keep any medication in ~~his or her~~their school locker(s). Exceptions may apply, ~~however,~~ for students diagnosed with asthma or other respiratory illnesses, diabetes, or allergies who will be permitted to carry and self-administer medication under certain conditions.

All medication orders must be reviewed annually by school health office personnel or whenever there is a change in dosage.

Students with Asthma or Other Respiratory Illnesses

~~—*The District will make a nebulizer available on-site in school buildings where full or part-time nursing services are provided. Only students with a patient-specific order may have access to the nebulizer. School nursing personnel will clean and maintain the District nebulizer as appropriate.~~

~~—**The District will obtain and stock albuterol metered dose inhalers (MDIs) and/or liquid albuterol from a licensed pharmacy. This stock albuterol is for use in a nebulizer for students diagnosed with asthma whose personal prescription albuterol supplies are empty and while awaiting the parent or person~~

~~*District Option -- Although not required, a school district may choose to maintain a nebulizer in its schools. If you choose not to do so, please remove this option.~~

~~**District Option -- A school district may, but is not mandated to, stock albuterol. If a district decides to not stock albuterol, this paragraph should be removed.~~

Continued

LEWISTON-PORTER CENTRAL SCHOOL DISTRICT

2024 7513
Students 2 of 5

SUBJECT: MEDICATION AND PERSONAL CARE ITEMS

~~in parental relation to provide the school with a new one. School health office personnel will promptly inform parents or persons in parental relation of the need for replacement of the student's albuterol medication. Students utilizing the school's stock albuterol must provide a patient specific order for albuterol from their own private health care provider, including an order permitting the student to utilize the school's stock albuterol. Stock albuterol may only be utilized when the school nurse is available to administer the medication. The student's parent or guardian person in parental relation must also provide the school with written permission allowing his or her their child to be administered the school's stock albuterol in the event that the student's own prescription albuterol supply is empty. The school health office will promptly inform students' parents or persons in parental relation any time that the school stock albuterol was utilized.~~

~~Personal equipment used to deliver albuterol to a student will be cleaned and appropriately labeled with the student's name and used solely by that individual student. (Examples of equipment to be cleaned and labeled are nebulizer tubing, facemask, mouthpiece, spacer, etc.)~~

~~*The District will purchase, acquire, possess, and use rescue inhaler treatment devices for emergency treatment of a person appearing to experience asthmatic or other respiratory disease symptoms. No one may use a rescue inhaler treatment device on behalf of the District unless they have successfully completed a training course in the use of rescue inhaler treatment devices conducted by a nationally recognized organization experienced in training laypersons in emergency health treatment or by an entity or individual approved by the Commissioner of Education, or is directed in a specific instance to use a rescue inhaler treatment device by a health care practitioner. The required training will include:~~

- ~~a) How to recognize signs and symptoms of severe asthmatic or other respiratory disease reactions;~~
- ~~b) Recommended dosage for adults and children;~~
- ~~c) Standards and procedures for the storage and administration of a rescue inhaler treatment; and~~
- ~~d) Emergency follow up procedures.~~

~~The District will designate one or more staff members who have completed the required training to be responsible for the storage, maintenance, control, and general oversight of the rescue inhaler treatment devices acquired by the District.~~

~~**District Option—A school district may, but is not mandated to, stock rescue inhaler treatment devices. If a district decides to not stock rescue inhaler devices, the above section should be removed.*~~

Continued

SUBJECT: MEDICATION AND PERSONAL CARE ITEMS**Self-Administration of Medication**Generally

Each student who is permitted to self-administer medication should have an emergency care plan on file with the ~~District~~ school. Further, the school will maintain a record of all written ~~parental~~ consents ~~from the parent or person in parental relation~~ in the student's cumulative health record.

School health office personnel will also maintain regular parental contact in order to monitor the effectiveness of such self-medication procedures and to clarify parental responsibility as to the daily monitoring of their child to ensure that the medication is being utilized in accordance with the physician's or provider's instructions. Additionally, the student will be required to report to the health office on a periodic basis as determined by health office personnel so as to maintain an ongoing evaluation of the student's management of such self-medication techniques, and to work cooperatively with the parents and the student regarding such self-care management.

Students who self-administer medication without proper authorization will be referred for counseling by school nursing personnel, as appropriate. Additionally, school administration and parents will be notified of ~~such~~the unauthorized use of medication by the student, and school administration may determine the proper resolution of this behavior.

Students with Asthma or Another Respiratory Disease

A student will be permitted to carry and self-administer their prescribed inhaled rescue medication during the school day, on school property, and at any school function if the school health office has the following on file:

- a) Written order/permission and an attestation from a duly authorized health care provider stating that the student has a diagnosis of asthma or other respiratory disease for which inhaled rescue medications are prescribed to alleviate respiratory symptoms or to prevent the onset of exercise induced asthma; the student has demonstrated that ~~he or she~~they can self-administer the prescribed medication effectively; and the expiration date of the order, the name of the prescribed medication, the dose the student is to self-administer, times when the medication is to be self-administered, and the circumstances which may warrant the use of the medication; and
- b) Written consent from the student's parent or person in parental relation.

Upon written request of the student's parent or person in parental relation, the school will allow the student to maintain an extra inhaled rescue medication in the care and custody of the school's registered professional nurse, nurse practitioner, physician assistant, or school physician.

Continued

LEWISTON-PORTER CENTRAL SCHOOL DISTRICT

2024 7513
Students 4 of 5

SUBJECT: MEDICATION AND PERSONAL CARE ITEMS

Students with Allergies

A student will be permitted to carry and self-administer ~~his or her~~their prescribed EpiPen during the school day, on school property, and at any school function if the school health office has the following on file:

- a) Written order/permission and an attestation from a duly authorized health care provider stating that the student has a diagnosis of an allergy for which an EpiPen is needed for the emergency treatment of allergic reactions; the student has demonstrated that ~~he or she~~they can self-administer the prescribed EpiPen effectively; and the expiration date of the order, the name of the medicine, the dose the student is to self-administer, and the circumstances which may warrant the use of the medication; and
- b) Written consent from the student's parent or person in parental relation.

Upon written request of the student's parent or person in parental relation, the school will allow the student to maintain an extra EpiPen in the care and custody of a licensed nurse, nurse practitioner, physician assistant, or school physician.

Students with Diabetes

A student will be permitted to carry and self-administer ~~his or her~~their prescribed insulin through an appropriate medication delivery device, ~~carry glucagon,~~ and carry and use equipment and supplies necessary to check blood glucose and/or ketone levels during the school day, on school property, and at any school function if the school health office has the following on file:

- a) Written order/permission and an attestation from a duly authorized health care provider stating that the student has a diagnosis of diabetes for which insulin ~~and glucagon~~ through appropriate medication delivery devices, and the use of equipment and supplies to check blood glucose and/or ketone levels are necessary; the student has demonstrated that ~~he or she~~they can self-administer effectively, can self-check glucose or ketone levels independently, and can independently follow prescribed treatment orders; and the expiration date of the order, the name of the prescribed insulin ~~or glucagon,~~ the type of insulin delivery system, the dose of insulin ~~and/or glucagon~~ the student is to self-administer, times when the insulin ~~and/or glucagon~~ is to be self-administered, and the circumstances which may warrant administration by the student. The written permission must also identify the prescribed blood glucose and/or ketone test, the times testing is to be done, and any circumstances which warrant checking a blood glucose and/or ketone level.
- b) Written consent from the student's parent or person in parental relation.

Continued

LEWISTON-PORTER CENTRAL SCHOOL DISTRICT

2024 7513

Students 5 of 5

SUBJECT: MEDICATION AND PERSONAL CARE ITEMS

Upon written request of the student's parent or person in parental relation, the school will allow the student to maintain extra insulin, insulin delivery system, glucagon, blood glucose meter, and related supplies to treat the student's diabetes in the care and custody of a licensed nurse, nurse practitioner, physician assistant, or school physician.

Students with diabetes will also be permitted to carry food, oral glucose, or other similar substances necessary to treat hypoglycemia in accordance with District policy.

Storage and Disposal of Medication

The District will comply with ~~relevant~~ applicable state laws, regulations, and guidelines governing the District's receipt, storage, and disposal of medication.

Personal Care Items

Feminine Hygiene Products

Each school building within the District serving students in any grade from six through 12 will provide feminine hygiene products in building restrooms. These products will be provided at no charge to students.

Alcohol-Based Hand Sanitizers

The New York State Education Department (NYSED) permits the use of alcohol-based hand sanitizers in schools. The school medical director may approve and permit the use of alcohol-based hand sanitizers in the District's schools without a physician's order. Parents may provide written notification to the school ~~in the event that~~ if they do not wish to have their child use ~~this product~~ hand sanitizers.

Sunscreen

Students may carry and use FDA-approved sunscreen products for over-the-counter use. The student's parent or person in parental relation must provide written permission for the student to carry and use sunscreen. This written parental consent will be maintained by the school. A student who is unable to physically apply sunscreen may be assisted by unlicensed personnel when directed to do so by the student, if permitted by a parent or person in parental relation, and authorized by the school.

Individuals with Disabilities Education Act (IDEA), 20 USC Section 1400 et seq.
Section 504 of the Rehabilitation Act of 1973, 29 USC Section 794 et seq.
Education Law Sections 902(b), 907, 916, 916-a, 916-b, 919, 921, 6527, 6908(1)(a)(iv), and 6909
Public Health Law Sections 267, 3000-a, 3000-c, and ~~3309~~3000-e
8 NYCRR Sections 136.6; and 136.7

NOTE: Refer also to Policy #7521 - Students with Life-Threatening Health Conditions

Adoption Date

SUBJECT: STUDENTS WITH LIFE-THREATENING HEALTH CONDITIONS

Students come to school with diverse ~~medical~~ health conditions which may impact their learning ~~as well as~~ and their health. Some of these health conditions are serious and may be life-threatening. As a result, students, parents, school ~~personnel~~ staff, and health care providers must all work together to provide the necessary information and training to allow ~~children~~ students with chronic health ~~problems~~ conditions to participate as fully and safely as possible in the school experience. This policy encompasses an array of serious or life-threatening ~~medical~~ health conditions such as allergies, anaphylaxis, diabetes, seizure disorders, or severe asthma and acute ~~medical~~ health conditions ~~*such as substance overdose~~. All students within the District with known life-threatening conditions will have a comprehensive plan of care in place: an Emergency Care Plan (ECP) or Individualized Healthcare Plan (IHP) and, if appropriate, an Individualized Education Plan (IEP) or Section 504 Plan.

Life-Threatening Health Conditions

For those students with ~~chronic~~ life-threatening health conditions ~~such as diabetes, seizure disorders, asthma, and allergies~~, the District must work cooperatively with the parent(s) or person(s) in ~~parental relation~~ and the health care provider(s) to:

- a) Immediately develop an ECP for each at risk student to ensure that all appropriate ~~personnel~~ staff are aware of the student's potential for a life-threatening reaction;
- b) If appropriate, develop an IHP that includes all necessary treatments, medications, training, and educational requirements for the student. If the student is eligible for accommodations based upon the Individuals with Disabilities Act (IDEA), Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act, the appropriate procedures will be followed regarding evaluation and identification;
- c) Provide training by licensed medical ~~personnel~~ staff (e.g., registered professional nurse) for all adults in a supervisory role in the recognition and emergency management of a specific ~~medical~~ health condition for specific students;
- d) Obtain specific medical-legal documents duly executed in accordance with New York State law; appropriate health care provider authorization in writing for specific students that includes the frequency and conditions for any testing and/or treatment, symptoms, and treatment of any conditions associated with the health ~~problem~~ issue; and directions for emergencies;
- e) Secure written parent permission and discuss parental responsibility that includes providing the health care provider's orders, providing any necessary equipment, and participation in the education and co-management of the ~~child~~ student as ~~he or she works~~ they work toward self-management;

~~*District Option: If the District intends to stock Narcan, please keep; if not, remove this phrase.~~

Continued

LEWISTON-PORTER CENTRAL SCHOOL DISTRICT

2024

7521

Students

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SUBJECT: STUDENTS WITH LIFE-THREATENING HEALTH CONDITIONS

- f) Allow supervised students to carry life-saving medication in accordance with **relevant applicable** laws, regulations, and procedures. The District will also encourage parents and students to provide duplicate life-saving medication to be maintained in the health office in the event the **self-carrying independent** student misplaces, loses, or forgets their medication;
- g) Assure appropriate and reasonable building accommodations are in place within a reasonable degree of medical certainty.

In addition, the District will:

- a) Provide training for transportation, instructional, food service, or physical education staff, as appropriate, in the recognition of an anaphylactic reaction;
- b) Have standing emergency medical protocols for nursing or other staff;
- c) Request the school medical director to write a non-patient specific order for anaphylaxis treatment agents for the school's registered professional nurse or other staff, as designated by the administration and allowed under federal and New York State laws and regulations, to administer in the event of an unanticipated anaphylactic episode;
- d) Maintain or ensure the maintenance of a copy of the standing order(s) and protocol(s) that authorizes **them appropriate District staff** to administer emergency medications such as anaphylactic treatment agents;

~~*e) As permitted by New York State law, maintain stock supplies of life saving emergency medications such as epinephrine auto injectors or Naloxone (Narcan) for use, especially in first time emergencies;~~

*e) As permitted by New York State law, the District will maintain non-patient specific opioid antagonists (naloxone) on-site in each instructional school facility to ensure ready and appropriate access during emergencies for students or staff. To obtain, store, and use naloxone, ~~the District has three options available:~~

- ~~1. The District has registered with the New York State Department of Health (NYSDOH) to become a Registered Opioid Overdose Prevention Program; or~~
2. The District's medical director has issued a non-patient specific order to the school nurse to administer naloxone on-site; or
- ~~3. The District participates in an existing New York State Department of Health (NYSDOH) Overdose Prevention Program operated by another organization;~~

~~*Customize to District in accordance with District practice.~~

Continued

LEWISTON-PORTER CENTRAL SCHOOL DISTRICT

2024

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Students

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SUBJECT: STUDENTS WITH LIFE-THREATENING HEALTH CONDITIONS

- *f) As permitted by New York State law, maintain epinephrine auto-injectors for use during emergencies. The District must have sufficient supply available to ensure access for use during emergencies to any student or staff member having symptoms of anaphylaxis whether or not there is a previous history of severe allergic reaction. In case of emergency, trained school staff or school staff directed to use an epinephrine auto-injector device by a health care practitioner may administer an epinephrine auto-injector to any student or staff member having symptoms of anaphylaxis in the District. Districts that maintain epinephrine auto-injectors on-site must provide all teachers with written informational material on the use of an epinephrine auto-injector that has been created and approved by the Commissioner of Health;
- fg) Allow the school registered nurse, nurse practitioner, physician assistant, or physician to train unlicensed school ~~personnel~~ staff to administer prescribed glucagon or epinephrine auto-injectors in emergency ~~epinephrine via auto-injector, or emergency glucagon~~ situations, where an appropriately licensed health professional is not available, to students with both a written provider order and parent or person in parental relation consent during the school day, on school property, and at any school function. ~~Such training~~ Training will be ~~done~~ provided in accordance with specifications outlined in ~~the Commissioner's regulations~~ law and regulation;
- gh) Ensure that the District-wide school safety plan and building-level emergency response plans include appropriate accommodations for students with life-threatening health conditions;
- hi) Encourage families to obtain medic-alert bracelets for ~~at risk~~ students; with life-threatening health conditions;
- ij) Educate students regarding the importance of immediately reporting symptoms of an allergic reaction.

Creating an Allergen-Safe School Environment

The risk of accidental exposure or cross-contamination is always present in school, particularly for students with food allergies. The school setting is a high-risk environment for accidental ingestion of a food allergen due to the presence of a large number of students, increased exposure to food allergens, and cross-contamination of tables, desks, and other surfaces.

~~*District Option: If the District chooses to maintain or administer epinephrine auto-injectors, please keep; if not, remove this paragraph.~~

Continued

LEWISTON-PORTER CENTRAL SCHOOL DISTRICT

2024 7521

Students 4 of 4

SUBJECT: STUDENTS WITH LIFE-THREATENING HEALTH CONDITIONS

In an effort to prevent accidental exposure to allergens, the District will monitor the following high-risk areas and activities:

- a) Cafeteria;
- b) Food sharing;
- c) Hidden ingredients in art, science, and other projects;
- d) Transportation;
- e) Fundraisers and bake sales;
- f) Parties and holiday celebrations;
- g) Field trips; **and**
- h) Before and after school programs.

All staff, including substitute staff, should be made aware of student allergies on a need-to-know basis.

~~Medication~~-Empowering Students Toward Medical Self-Management

The District will work toward assisting students in the self-management of their ~~chronic~~ health condition(s) based upon the student's knowledge level and skill by:

- a) Adequately training all staff involved in the care of the ~~child~~-student, as appropriate;
- b) Assuring the availability of the necessary equipment or medications;
- c) Providing appropriately trained licensed persons as required by law;
- d) Developing an emergency plan for the student; ~~and~~
- e) Providing ongoing staff and student education;
- f) Teaching students to read food labels and to sharpen refusal skills for foods with unknown ingredients, as appropriate; **and**
- g) Teaching students to avoid the allergen, including latex, insect, or whatever allergen exists for the student, as appropriate.

Americans with Disabilities Act, 42 USC Section 12101, et seq.
Individuals with Disabilities Education Act (IDEA), 20 USC Sections 1400-1485
Section 504 of the Rehabilitation Act of 1973, 29 USC Section 794 et seq.
34 CFR Part 300

~~Education Law Sections 6527 and 6908~~

Education Law Sections 921, 921-a, and 922

8 NYCRR Sections 64.7, 136.6 ~~and~~, 136.7, and 136.8

Public Health Law Sections 2500-h, 3000-a, and 3000-c

NOTE: Refer also to Policy #7513 - Medication and Personal Care Items

Adoption Date