



## 4.6 Nepotism Policy (Revised Draft)

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Category: Human Resources

Name of Responsible Office: Human Resources and Organizational Development

Title of Responsible Executive: Vice President, Diversity-Equity-Belonging and Executive Director, MCC  
Downtown Campus

Date Established: April 9, 2018

Date Last Approved:

<ins> indicates inserted text

<del> indicates deleted text

### Summary

Monroe Community College is strongly committed to establishing a learning and working environment that promotes the exchange of ideas, builds mutual trust and respect, encourages communication, and <del>reduces<ins>avoids</ins> misunderstandings. Instances of real or perceived nepotism may lead to a breakdown of trust and respect as a result of conflicts of interest that occur <ins>or of perceived conflicts of interest, or favoritism. To avoid perceived or actual conflicts of interest, favoritism, or other impropriety, the College has developed this anti-nepotism policy.</ins> When decisions are made that directly impact employees, each employee situation should be considered on its own merits <del>\_ and-n<ins>No supervisor <del>or</del> administrator<ins>\_</ins>, or other member of College leadership or with authority, should participate in any personnel actions or decisions affecting a member of his or her immediate family <ins>or significant other.</ins>

### Policy

#### *Policy Statement*

<ins>Nepotism is favoritism or special treatment given to an individual because of their familial relationship with a decision maker or individual with a level of power or authority.</ins> Nepotism is prohibited. No individual shall be part of any <del>official</del> employment decision concerning an immediate family member. <ins>This includes influencing or affecting employment decisions, such as hiring, promotion, discipline, rate of pay, transfer, lay off, recall, benefits, or any other terms and conditions of employment.</ins><del>Employees may not supervise immediate family members.</del>

<ins>To avoid conflicts of interest, issues of favoritism, nepotism, or perceptions of conflicts of interest, favoritism, nepotism, or other impropriety, employees may not supervise or otherwise make decisions regarding the terms and conditions of employment of immediate family members or significant other(s).</ins>

<ins>The College recognizes that adults may engage in consensual and voluntary relationships and conduct with other adults that may also have a working relationship with the College. However, individuals are reminded that conduct during working time, while engaged in College business, or that otherwise affects the workplace, must be professional, consensual, and welcome, and may not interfere with the individuals' duties to</ins>

the College, disrupt the learning environment, or otherwise adversely impact the College, employees, or students.

<ins>The College has a legitimate interest and obligation to maintain a safe and harassment free work environment.

<ins>As part of that commitment, the College maintains an Anti-Harassment Policy that prohibits sexual and other types of harassment based upon protected characteristics. All covered individuals are expected and required to comply with the Anti-Harassment Policy.

<ins>When a family member or significant other works at the College as well, employees are reminded to comply with all applicable College policies, but should pay particular attention to compliance with the College's policies regarding confidentiality, conflicts of interest, and anti-harassment. Employees are reminded that confidential information learned or acquired during the course of employment at the College must be maintained confidential and protected. Such information shall not be shared with a family member or significant other unless there is a legitimate business reason for discussion and disclosure of such information. Employees are also prohibited from engaging in conduct that could or does constitute fraud or self-dealing.

<ins>Employees must report any familial relationship or romantic relationship (including but not limited to spouses, partners, engagements, casual or serious dating partners, or other romantic or sexual relationship) with another

<ins>College employee or member of leadership to the Executive Director, Human Resources and Organizational Development. Employees are encouraged to review the attached Nepotism Chart appendix for further information regarding familial or romantic relationships.

When family members <ins>or significant others are employed by the College and <ins>an individual ~~supervisor~~ would be required to supervise an immediate family member <ins>or significant other because of his or her position at the College, <ins>the College will review the relationship and take appropriate action to remove the direct reporting structure so that the family member is not the immediate supervisor. The College may take other action as it deems necessary and appropriate to avoid issues and concerns when family members or significant others work for the College. <del>the immediate family member will be supervised by the next level supervisor. Supervisors should not feel their authority to supervise employees is compromised by the employees' familial relationships within the College. This supervisory change should not be taken to represent a change in the level or scope of the individual's position. If two family members are employed in the same department or office, it shall be the responsibility of the employees to inform the appropriate department chairperson or supervisor of the family relationship. The purpose of this report is to ensure that a resolution may be reached regarding supervision and evaluation.

<ins>The College will review and consider reported relationships (or relationships that otherwise become known to the College) and determine whether additional measures or actions are appropriate in order to advance or protect the legitimate interests of the College, including but not limited to avoiding any actual or perceived conflict of interest, favoritism, and sexual harassment. Additional measures may include, but are not necessarily limited to: transfer of one or both of the individuals; reassignment of one or both of the individuals; removal of supervisory duties or authority to influence terms and conditions of employment over the family member or significant other; require recusal or abstention from decision making related to the employment family member or significant other; separation of one or both of the individuals; require meeting with Human Resources and Organization Development Office to discuss expectations and arrangements; require executing of a "Consensual Relationship Agreement" that reflects an agreement and acknowledgement of the College's Anti-Harassment Policy; or any other personnel or other action deemed to be appropriate by the College.

<ins>The College has the right to transfer either or both employees to remove the reporting, supervisory, or authoritative relationship. For example, the College may in its sole discretion, choose to reassign supervisory structures so that the immediate family member or significant other is supervised by the next level supervisor. The College may also choose to transfer either employee to another department or position to avoid the conflict that exists when an individual supervises or has authority over the terms and conditions of employment of their family member or significant other. The College may also make arrangements, changes, or issue directives so that individuals do not exercise influence, authority, or power over the terms and conditions of employment of their family member or significant other. Supervisors should not feel their authority to supervise employees is compromised by the employees' familial or romantic relationships within the College. This supervisory change should not be taken to represent a change in the level or scope of the individual's position.

<ins>If two family members or significant others are employed by or perform work for the College, it shall be the responsibility of each employee to inform Human Resources and Organizational Development Office of the relationship. The purpose of this report is to ensure that a resolution may be reached regarding supervision and evaluation. Additionally, any employee who begins dating another employee or becomes involved in a romantic relationship while employed at the College, including those who work in different departments, shall be required to review, sign and timely return to Human Resources and Organizational Development Office the attached, Dating with Relationship Agreement, along with acknowledging they read and understand the Anti-Harassment Policy.

<ins>Failure to disclose a relationship, or failure to abide by directives issued by the College in an effort to avoid issues that may arise when family members or significant others work together, may result in disciplinary action, up to and including termination from employment.

## ***Background***

SUNY policy does not prohibit the hiring of relatives to work in the same department. However, the Code of Ethics of the New York State Public Officers Law prohibits public employees from acting in furtherance of his or her self-interest:

“An officer or employee of a state agency ... should not by his [or her] conduct give reasonable basis for the impression that any person can properly influence him [or her] or unduly enjoy his [or her] favor in the performance of his [or her] official duties, or that he [or she] is affected by the kinship, rank, position of influence of any party or person.” Section 74, 3(f).

The College strives to create a fair and welcoming environment for all employees. When a party in a position of authority makes employment decisions about an immediate family member, there may be a real or perceived impropriety, sense of favoritism, loss of objectivity, and a conflict of interest in any supervisory or other professional role. This potential conflict of interest may negatively affect others in the department, office, team, or unit and could <ins>create or contribute <del>result in a hostile<ins>to issues in the workplace or work<del>ing environment <ins>, including but not necessarily limited to a hostile work environment. <del>The relationship may damage the credibility or reputation of the employee, the department, or the College as a whole and may expose individuals or the institution to legal action and liability.

Employees must avoid the act or appearance of nepotism by disclosing <del>the<ins>any familial relationship to the Executive Director, Human Resources and Organizational Development, and removing themselves from situations <ins>that may violate<del>ing this policy <ins>, such as decisions that could affect their family member and their employment at the College. Such employees will be held accountable for any violations of this policy. Any administrative or disciplinary action may be taken to address violations of this policy. Where applicable, such actions will be taken in accordance with existing collective bargaining agreements.

## *Applicability*

This policy applies to all employees of the College, including faculty, staff and officers ~~<ins>~~ This policy also applies to non-employees.

## *Definitions*

- **Immediate Family:** for the purpose of this policy only, immediate family is defined as any domestic partner, relative, relative-in-law, or children of spouses or domestic partners of any employee regardless of residence or any person with whom an employee has been making his or her home.
- ~~<ins>~~ **Significant Other:** for purposes of this policy only, significant other is defined as an individual with whom an individual has a personal, romantic, or sexual relationship, including but not limited to a spouse, partner, fiancée/fiancé, casual or serious dating partner, or any similar type of relationship.
- **Employment Decisions:** personnel actions which include, but are not limited to, hiring ~~<ins>~~ and selection or appointment, hiring processes, discipline, performance evaluation, promotion, tenure, demotion, transfer, discharge, employment, layoff, conditions of work, rates of pay, or similar financial decisions, as well as selection for training, and terms, conditions or privileges of employment.
- **Employee:** any person whose ~~<del>~~ primary role within the College community is as a member of the faculty or staff ~~<ins>~~ , including full-time, part-time and student employees.
- **Nepotism:** bestowing favor on an individual on the basis of family relationship.

## *Responsibility*

Executive Director, Human Resources and Organizational Development

## *Contact Information*

Human Resources and Organizational Development

## *Related Information*

### *College Documents*

- Harassment Policy
- [2.12 Equal Employment Opportunity and Affirmative Action Policy \(PDF\)](#)
- [4.1 Conflict of Interest for College Officers and Non-Contract Employees Policy \(PDF\)](#)

### *Other Related Documents*

- Public Officers Law, Section 74, 3(f)
- [SUNY Code of Ethical Conduct for University Officers](#)

## History

Table 1: Policy History

| Item                                   | Date                                 | Explanation            |
|----------------------------------------|--------------------------------------|------------------------|
| Shared Leadership Coordinating Council | December 2, 2017 thru March 23, 2018 | For review and comment |
| Board of Trustees                      | March 5, 2018                        | First Read             |
| Board of Trustees                      | April 9, 2018                        | Approved               |

### <ins>Dating and Relationship Agreement, with Acknowledgement of Anti-Harassment Policy

<ins>It is the policy of Monroe Community College (MCC) to comply with applicable federal and state regulations and guidelines, which guarantee equal employment opportunity to all applicants and employees without regard to race, creed, color, sex, sexual orientation, gender identity or gender expression, age, religion, marital status, familial status, national origin, citizenship or immigration status, mental or physical disability, domestic violence victim status, veteran's status or any other protected status with respect to all terms and conditions of employment, including but not limited to recruitment, hiring, upgrades, training, promotion and other terms, conditions, or privileges of employment.

<ins>MCC is committed to maintaining a workplace that is free of prohibited harassment on the basis of any protected status. Prohibited harassment of any form is unlawful and will not be tolerated. In addition, MCC does not tolerate sexual harassment, which is a form of unlawful discrimination. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made, explicitly or implicitly, a condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or,
3. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

<ins>Under New York law, harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment.

<ins>We, the undersigned employees, have entered into a consensual, personal relationship with each other which we have reported to MCC. We have read and understand MCC's Anti-Harassment Policy, part of which is outlined above, and we agree and acknowledge as follows:

1. Our relationship is entirely consensual, welcome, and voluntary.
2. Prior to entering this agreement and related to our relationship, we do not have any claims of harassment against each other or MCC.
3. We will not engage in any public displays of affection or other behavior that could create a hostile work environment for others, or that causes others to feel uncomfortable.

4. We will act professionally at all times, even after the relationship may have ended.
5. We will not participate in any decision-making processes through our role at MCC that could affect the other's terms, conditions, or privileges of employment, including but not necessarily limited to pay, promotional opportunities, performance reviews, hours, shifts, or career.
6. We agree that, if the relationship ends, we will inform the Executive Director, Human Resources & Organizational Development of that fact. We will also inform the Executive Director, Human Resources & Organizational Development if at any time either of us has a concern regarding our relationship and right to a harassment free workplace.
7. We agree that, if the relationship ends, we will respect the other person's decision to end the relationship. We will not retaliate against the other person, seek to resume the relationship, or engage in any other conduct towards the other person that could violate the Anti-Harassment Policy.
8. We understand that either or both of us may come into knowledge of confidential, sensitive, and private information related to MCC operations. We agree not to share any confidential or proprietary information concerning finances, personnel, business operations, or plans of MCC and any other MCC-affiliated enterprise, entity, past, present, or future, unless the other party to this Agreement has a legitimate business reason to know such information.
9. We understand and acknowledge that MCC reserves the right to take action that it deems appropriate to avoid any conflict of interest, perceived conflict of interest, and/or to avoid any other issues that may arise when an individual supervises, or has authority over someone that they are in a relationship with. This may include, but is not necessarily limited to: transferring one or both of the employees, removing or reassigning supervisory responsibilities, separation of one or both of the employees, or any other action deemed appropriate and necessary by MCC in furtherance of this purpose. We further understand and acknowledge that any such action taken by MCC shall be deemed to have been effectuated for lawful and legitimate reasons.
10. This Consensual Relationship Agreement does not create a contract for employment for any particular term.

<ins>Signatures:

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Employee Signature

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Print Name

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Date

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Employee Signature

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Print Name

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Date

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Human Resources Signature

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Print Name

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Date

## <ins>Appendix 1: Nepotism Tables

<ins>These tables depict the relationships that violate this policy

### <ins>Consanguinity Kinship (Relationship by Blood)

<ins>Table 2: Supervisor of Prospective Employee

| <u>Degree</u>        | <u>Relationship</u>                                                                      |
|----------------------|------------------------------------------------------------------------------------------|
| <u>First Degree</u>  | <u>Parent, Child</u>                                                                     |
| <u>Second Degree</u> | <u>Grandparent (s), Grandchild(ren), Sister/Brother</u>                                  |
| <u>Third Degree</u>  | <u>Great Grandparent(s), Great Grandchild(ren), Aunt(s)/Uncle(s), Niece(s)/Nephew(s)</u> |

<ins>**NOTE:** For the purpose of this policy (1) an adopted child is treated as a natural child of the adoptive parents (2) a person residing in the same house hold as the employee will be considered for reporting purposes in the same manner as a relative would be treated. For this policy the term “relative” is to include any person related to the supervisor within the third degree by consanguinity (blood relative) or within the second degree by affinity (blood relative of employee’s spouse).

### <ins>Affinity Kinship (Relationship by Marriage)

<ins>Table 3: Supervisor’s spouse of the prospective employe or Prospective employee’s spouse of the supervisor’s

| <u>Degree</u>        | <u>Relationship</u>                                                                                                                                                                                      |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>First Degree</u>  | <u>Spouse/Partner (Current/Ex); Father/Mother, InLaw(s); Daughter/Son, In-Law(s)</u>                                                                                                                     |
| <u>Second Degree</u> | <u>Current/Ex-Spouse/Partner’s Brother(s)/Sister(s); Current/Ex-Spouse/Partner’s Grandparent(s); Current/Ex-Spouse/Partner’s Niece(s)/Nephew(s)</u>                                                      |
| <u>Third Degree</u>  | <u>Current/Ex-Spouse/Partner’s Great Grandparent(s), Current/Ex-Spouse/Partner’s Great Grandchild(ren), Current/Ex-Spouse/Partner’s Aunt(s)/Uncle(s), Current/Ex-Spouse/Partner’s Niece(s)/Nephew(s)</u> |

<ins>**NOTE:** The spouses of two persons related by blood are not by that fact related. The affinity chart supposes only one affinity relationship between the supervisor and prospective employee through either of their spouses. This policy applies to all full-time, part-time, and temporary employees.

<ins>**Acquaintances (Non-related-closed Relationship)**

| <b><u>Degree</u></b>        | <b><u>Relationship</u></b>                                                                                                                                       |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>First Degree</u></b>  | <u>Close friend; House/Roomate; Close Current/Exworker; Close Neighbor(s)</u>                                                                                    |
| <b><u>Second Degree</u></b> | <u>Spouse/Partner's close friends or worker; Spouse/Partner's House/Roomate(s); Spouse/Partner's Close Current/Ex-worker; Spouse/Partner's Close Neighbor(s)</u> |

<ins>**Definitions**

<ins>**Consanguinity Kinship (Relationship by Blood)**

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- The degree of relationship by consanguinity between an individual and the individual's descendant is determined by the number of generations that separate them. A parent and child are related in the first degree, a grandparent and grandchild in the second degree, a great-grandparent and great-grandchild in the third degree and so on.
- If an individual and the individual's relative are related by consanguinity, but neither is descended from the other, the degree of relationship is determined by adding:
  - o the number of generations between the individual and the nearest common ancestor of the individual and the individual's relative; and
  - o the number of generations between the relative and the nearest common ancestor.
- An individual's relatives within the third degree by consanguinity are the individual's:
  - o parent or child (relatives in the first degree);
  - o brother, sister, grandparent, or grandchild (relatives in the second degree); and
  - o great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).

<ins>**Affinity Kinship (Relationship by Marriage)**

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- A husband and wife are related to each other in the first degree by affinity. For other relationships by affinity, the degree of relationship is the same as the degree of the underlying relationship by consanguinity. For example: if two individuals are related to each other in the second degree by consanguinity, the spouse of one of the individuals is related to the other individual in the second degree by affinity.
- An individual's relatives within the third degree by affinity are:
  - o anyone related by consanguinity to the individual's spouse; and
  - o the spouse of anyone related to the individual by consanguinity