SCHROON LAKE CENTRAL SCHOOL BOARD OF EDUCATION MEETING AGENDA THURSDAY, JANUARY 25, 20234 7:00 PM School Library

- I. Call the meeting to order
- II. Pledge of Allegiance
- III. Approval of the Minutes of the Board Meetings December 21, 2023
- **IV.** Public Participation
- V. Financial Reports
 - A. Approval of Warrant #6
 - B. Treasurer's Report/Budget Status
 - C. Extra-Curricular Report
- VI. Superintendent's Report
 - A. Sports uniform rotation schedule
 - B. Board Retreat Update
 - C. Budget Goals Presentation
 - D. Business Report
 - a. Macro-budget
 - i. Presentation of Budget Overview
 - ii. Investment Update
 - iii. Financial Procedure
 - iv. Salvage Request
- VII. Board Discussion and Action Items
 - A. Approval of CSE recommendations
 - B. Appoint Extracurricular Positions
 - C. Approve MOA Guidance Counselor/ School Counselor
 - D. Approve Special Education Program
 - E. Approve Leave of Absence
 - F. Appoint Long-term Substitute
 - G. Approve Substitute Nurse
 - H. Appoint Committee for Support Supervisors Negotiations
- VIII. Policy 2nd read
 - A. Violence in the Workplace
 - B. Family and Medical Leave Act
- IX. Public Participation
- X. Executive Session (if needed and called)
- XI. Adjournment

DRAFT

SCHROON LAKE CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION REGULAR MEETING School Library December 21, 2023

BOARD MEMBERS PRESENT: **OTHERS PRESENT:** Jared Whitley Supt. Pemrick Matt Curren Kathy Johnston Brett Bernhart Susan Repko Valerie LeBlanc Melissa Whitley Suzanne Hurtado Codie Aiken Mary Quinn Kevin Planty Shaela Schmidt Amanda Forbes Bruce Murdock Jonathan Bubar Cheryl Bubar BOARD CLERK Lisa DeZalia MEETING President Jared Whitley called the meeting to order at 7:00 pm TO ORDER Those present pledged allegiance to the flag A motion was made by Bruce Murdock, second by Valerie LeBlanc BOE to approve the agenda with the addition of discussion on athletic APPROVES uniforms being ordered on a rotational basis. AGENDA All Board members voted Yes- 5 No-0 motion carried A motion was made by Susan Repko, second by Codie Aiken PREVIOUS to accept minutes of November 16, 2023 as presented. MINUTES All Board members voted Yes-5 No-0 motion carried A motion was made by Codie Aiken, second by Bruce Murdock PREVIOUS to accept minutes of November 20, 2023 as presented. MINUTES All Board members voted Yes-5 No-0 motion carried Mary Quinn spoke to the Board about the importance of the 15:1:1 program PUBLIC PARTICIPATION that her daughter attends. She has seen great gains in the smaller group instruction while allowing time for her daughter to participate in specials with her peers. Amanda Forbes also supported the program as her daughter went a long time without services as there were no programs in the area for her. Mrs. Bubar spoke about the impact the program has had on her daughter. The 15:1:1 classroom has alleviated a lot of stress on her daughter and she has seen amazing progress this year. She is so pleased with how responsive the district is to students needs. She feel all the staff goes above and beyond for each child.

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CERTIFICATION OF WARRANT	A motion was made by Bruce Murdock, second by Codie Aiken to approve Warrant # 5 dated 12-05-23. All Board members voted Yes-5 No-0 motion carried
TREASURER'S REPORT	A motion was made by Bruce Murdock, second by Codie Aiken to accept the Treasurer's Report dated 12/05/23 as presented. All Board Members voted Yes- 5 No- 0 motion carried.
EXTRA CURRICULAR REPORT	A motion was made by Codie Aiken, second by Susan Repko to accept the Extra Curricular Report dated 11/30/23 as presented. All Board Members voted Yes-5 No-0 motion carried.
SUPT REPORT	Mrs. Pemrick reported that her first nine days have been very eventful. There have been many celebrations and spirit week is in full swing, Casting of the spring musical The Little Mermaid has been announced and practice will begin soon. She is please to introduce Kathy Johnston the interim Special Education Director to present on the new 15:1:1 programs.
SPECIAL EDUCATION PRESENTATION	Mrs. Johnston thanked the Board for the time to present information on the 15:1:1 programs. She was pleased to see so many parents here in support of the programs and was in total agreement about the staff. They are very professional and are always willing to make changes to suit the needs of our students. The idea of special education is to use the least restrictive environment for students that meet their needs while supporting them academically. They are seeing amazing growth from the students involved in the program and she would greatly appreciate the continued support. The schools classification rate is at a high level of 19.5 percent exclusive of 504 students. It was asked if the teachers had the materials that they needed to be successful. Different curriculums are being looked at and a visit is planned to area districts that also run successful 15:1:1 programs, Codie Aiken was thankful for the parents that showed up in support of the program. She understands how important early diagnosis and intervention is to student success. Valerie LeBlanc was also thankful for the parent input. Hearing from this group of parents was very beneficial.
SENIOR TRIP PRESENTATION	Melissa Whittley gave a presentation on the itinerary of the 2024 Senior trip. The group is planning a trip to the Bahamas in May. It is a very small group and they have worked hard to raise the money to go.

BUSINESS OFFICE REPORT	Mr. Curren gave an investment update, the class account is now earning 5.28 %. The state aid review is in progress and we could see some money as early as March. Financial procedures begin with fiscal responsibility and better communication in order to forecast months ahead. It is important to be fiscally responsible.
SALVAGE REQUEST APPROVED	A motion was made by Susan Repko, second by Bruce Murdock to approve the salvage list as requested. The list included several chromebooks and out dated printers. All Board members voted Yes-5 No-0 motion carried
CSE RECS APPROVED	A motion was made by Valerie LeBlanc, second by Codie Aiken to approve the CSE recommendations for #10633, 10769,40173,10708 and 201211 as presented. All Board members voted – Yes- 5 No-0 motion carried

BOE Approves Leave of Absence

Upon the recommendation of Supt. Pemrick, a motion was made by Susan Repko, second by Codie Aiken to approve a leave of absence for Laura Corey, Angela Slaterpryce.and Cassaundra Britt.

All Board members voted Yes-5 No-0 motion carried

BOE Long Term Appoints Substitutes

Upon the recommendation of Supt. Pemrick, a motion was made by Bruce Murdock, second by Susan Repko to appoint David Pede as a long term math substitute effective November 13, 2023 Mr. Pede will be compensated \$241.28 per day.

All Board members voted Yes- 5 No- 0 motion carried

Upon the recommendation of Supt. Pemrick, a motion was made by Bruce Murdock, second by Susan Repko to appoint Dawn Kelly as a long term social studies substitute effective December 18, 2023 Ms. Kelly will be compensated \$241.28 per day. All Board members voted Yes- 5 No-0 motion carried

Upon the recommendation of Supt. Pemrick, a motion was made by Bruce Murdock, second by Codie Aiken to appoint Nacidee Holland as a long term substitute nurse effective December 4, 2023. Mrs. Holland will be compensated \$181.93 per day. All Board members voted Yes- 5 No- 0 motion carried

BOE Appoints School Nurse

Upon the recommendation of Supt. Pemrick, a motion was made by Bruce Murdock, second by Susan Repko to appoint Shaela Schmidt as the school nurse effective January 9, 2024. Mrs. Schmidt will be compensated the prorated amount of step 11 (\$47,137.00) of the SLTA contract. Mrs. Schmidt will be prorated sick and personal days.

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All Board members voted Yes- 5 No- 0 motion carried

BOE Appoints Substitute

Upon the recommendation of Supt. Pemrick, a motion was made by Valerie LeBlanc, second by Bruce Murdock to appoint Kelsey Bevins as a non certified teacher substitute for the 2023-2024 school year. This position is contingent upon the clearance of NYSED fingerprints. Mr. Bevins will be compensated \$115.00 per day.

All Board members voted Yes-5 No-0 motion carried

BOE Accepts Resignation

Upon the recommendation of Supt. Pemrick, a motion was made by Susan Repko, second by Codie Aiken to accept the resignation of Laura Corey as Co- Cheerleading Coach effective December 22, 2023 All Board members voted Yes-5 No-0 motion carried

BOE Appoints Homework Club Supervisors

Upon the recommendation of Supt. Pemrick a motion was made by Codie Aiken, second by Valerie LeBlanc to appoint Beth Wisser, Beth Root, Melissa Whitley and Mike Sharp as homework club supervisors for the 2023-2024 school year. Homework supervisors will be compensated \$43.00 per hour.

All Board members voted Yes- 5 No- 0 motion carried

BOE Appoints Extra Curricular positions

Upon the recommendation of Supt. Pemrick a motion was made by Valerie LeBlanc, second by Susan Repko to appoint the following extra curricular appointments

Musical Scenery Construction	Brett Bernha	rd \$987.00
Musical Scenery Design	Kate Hartley	\$987.00
All Board members voted Yes- 5	No-0 motion	carried

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BOE APPROVES SENIOR TRIP	A motion was made by Susan Repko, second by Bruce Murdock to approve the five day cruise scheduled in May of 2024 for the senior class All Board members voted Yes- 5 No-0 motion carried								
ATHLETIC UNIFORM SCHEDULE	A motion was made by Codie Aiken, second by Valerie LeBlanc to request a current inventory and replacement schedule of all athletic uniforms. All Board members voted Yes- 5 No-0 motion carried								
POLICY 1 st read	The first read of the Workplace Violence Prevention Policy and the Family Medical Leave Act was completed.								
PUBLIC PARTICIPAT	Melissa Whitley thanked the Board for their approval of the Senior Trip ION and is looking forward to taking the group on this adventure.								
ADJOURNM	ENT A motion was made by Bruce Murdock, second by Codie Aiken to adjourn at 8:000 pm.								

All Board members voted Yes – 5 No-0 Motion Carried

District Clerk

Meeting	Alt ID#	Age	Grade	Committee Red	son	Decis	ion		Disability	Recommended School
04/18/2023	40223	4:2	Preschool	CPSE Ani	ual Review	Classi	fied Presc	hool	Preschool Student with a Disability	Schroon Lake Central School
	Program/Serv	<u>vice</u>	<u>Start Da</u>	ate <u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Durati</u>	<u>)n</u>	
	Occupational	Therapy	09/07/20	06/26/2024	Individual	1	Weekly	30 min	5	
	Occupational	Therapy	09/07/20	023 06/26/2024	Individual	1	Weekly	30 min	5	
	Occupational	Therapy	09/07/20	023 06/26/2024	Small Group	1	Weekly	30 min	3	
	Speech/Langu	age Therap	y 09/07/20	023 06/26/2024	Individual	1	Weekly	30 min	5	
	Speech/Langu	age Therap	y 09/07/20	023 06/26/2024	Individual	2	Weekly	30 min	3	
	Occupational	Therapy	07/04/20	023 08/14/2023	Individual	2	Weekly	30 min	5	
	Speech/Langu	age Therap	y 07/04/20	023 08/14/2023	Individual	1	Weekly	45 min	3	

Committee Recommendations for Board of Education Review with Details (January 25, 2024)

BOE Info: Annual Review: Student continues to qualify

12/20/2023	10460 12:5 07		07	CSE	E Progress Review		Cla	ssified	Autism	Schroon Lake Central School
	Program/Sei	rvice		<u>Start Date</u>	End Date	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	Duration	
	Consultant T	eacher Serv	vices	09/07/2023	06/26/2024	Direct	3	6 day cycle	40 mins	
	Consultant T	eacher Serv	vices	09/07/2023	06/26/2024	Direct	3	6 day cycle	40 mins	
	Consultant T	eacher Serv	vices	09/07/2023	06/26/2024	Direct	3	6 day cycle	40 mins	
	Resource Roo	om Program	l I	09/07/2023	06/26/2024	5:1	1	Daily	40 mins	
	Specialized E	LA Instruct	ion	09/07/2023	06/26/2024	Small Group	3	6 day cycle	40 mins	
	Speech/Lang	uage Thera	ру	09/07/2023	06/26/2024	Small Group	2	6 day cycle	40 mins	

BOE Info: Progress Review: Student continues to qualify

12/21/2023	3 1049	96	16:2	10	Sub CSE Amendment			Classified		Learning Disability	Schroon Lake Central School	
Program/Service					<u>Start Date</u>	End Date	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	Duration		
	Consultant Teacher Services					06/26/2024	Direct	3	6 day cycle	40 mins		
	Consultant Teacher Services			ices	09/07/2023	06/26/2024	Direct	3	6 day cycle	40 mins		
	Resource	Room	n Program		09/07/2023	06/26/2024	5:1	5	Weekly	40 mins		
BOE Info: AMendment No Meeting; Student continues to qualify												

01/16/2024	10736	8:9	03	CSE	Program Review	Classified	Other Health Impairment	Schroon Lake Central School

Program/Service	<u>Start Date</u>	End Date	<u>Ratio</u>	Freq.	<u>Period</u>	Duration
Special Class - English	01/26/2024	06/26/2024	15:1+1	1	Daily	1 hr 20 mins
Special Class - Math	01/26/2024	06/26/2024	15:1+1	1	Daily	1 hr 20 mins
Occupational Therapy	09/07/2023	06/26/2024	Small Group	2	Weekly	30 mins
Physical Therapy	09/07/2023	06/26/2024	Individual	1	Weekly	30 mins
Speech/Language Therapy	09/07/2023	06/26/2024	Small Group	2	6 day cycle	30 mins

BOE Info: Program Review meeting: Student continues to qualify

01/16/2024	10702	9:9	04	CSE	Program	m Review	Cla	ssified	Learning Disability	Schroon Lake Central School
	Program/Serv	<u>ice</u>	<u>Sta</u>	rt Date	End Date	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	Duration	
	Special Class -	English	01/2	26/2024	06/26/2024	15:1+1	5	Weekly	40 mins	
	Special Class -	Math	01/	26/2024	06/26/2024	15:1+1	5	Weekly	40 mins	

BOE Info: Program Review meeting: Student continues to qualify

01/16/2024	10632	9:5	04	CS	E Pro	ogram Review	Cla	assified	Other Health Impairment	Schroon Lake Central School
	Program/S	ervice		<u>Start Date</u>	End Date	<u>Ratio</u>	Freq.	<u>Period</u>	Duration	
	Resource R	oom Program		09/07/2023	01/16/2024	5:1	5	Weekly	40 mins	
	Special Clas	S		01/26/2024	06/26/2024	15:1+1	1	Daily	40 mins	
	Special Clas	S		01/26/2024	06/26/2024	15:1+1	1	Daily	40 mins	
	Speech/Lar	guage Therap	ру	01/26/2024	06/26/2024	Small Group	2	6 day cycle	30 mins	

BOE Info: Program Review meeting: Student continues to qualify

01/16/2024	10633	11:0	05	CSE	Program	n Review	Clas	sified	Other Health Impairment	Schroon Lake Central School
	Program/Ser	<u>vice</u>		<u>Start Date</u>	End Date	<u>Ratio</u>	Freq.	<u>Period</u>	Duration	
	Special Class	- English		09/07/2023	01/26/2024	15:1+1	1	Daily	40 mins	
	Special Class	- Math		01/26/2024	06/26/2024	15:1+1	2	Daily	40 mins	
	Special Class	- Reading		01/26/2024	07/26/2024	15:1+1	2	Daily	40 mins	

BOE Info: Program Review meeting: Student continues to qualify

01/16/2024	10708	9:7	04	CSE Pr	ogram Review	Cla	assified	Learning Disability	Schroon Lake Central School
	Program/Serv	vice	<u>Start Dat</u>	e End Date	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	Duration	
	Special Class -	English	01/26/202	4 06/26/2024	15:1+1	1	Daily	40 mins	
	Special Class -	- Math	01/26/202	4 06/26/2024	15:1+1	1	Daily	40 mins	

Report - Recommendations for BOE (v21b) w/o Student Name with Program Details and BOE Info - Printed 1/19/2024 11:44:24 AM

Occupational Therapy	12/05/2023	06/26/2024	Small Group	2	Weekly	30 mins
Speech/Language Therapy	09/07/2023	06/26/2024	Individual	1	6 day cycle	30 mins

BOE Info: Program Review Meeting: Student continues to qualify

01/16/2024	10711	9:6	04	CSE	Progran	n Review	Cla	ssified	Other Health Impairment	Schroon Lake Central School
	Program/Ser	<u>vice</u>		Start Date	End Date	<u>Ratio</u>	<u>Freq.</u>	Period	Duration	
	Resource Roo	m Program		09/07/2023	01/16/2024	5:1	5	Weekly	40 mins	
	Special Class			01/26/2024	06/26/2024	15:1+1	1	Daily	40 mins	
	Special Class			01/26/2024	06/26/2024	15:1+1	1	Daily	40 mins	

BOE Info: Program Review: Student continues to qualify

01/16/2024	40166	9:0)3 CS	SE Pro	ogram Review	Cla	ssified	Other Health Impairment	Schroon Lake Central School
	Program/Servi	ice	<u>Start Date</u>	End Date	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	Duration	
	Special Class		01/26/2024	06/26/2024	15:1+1	1	Daily	4 hrs	
	Counseling		09/07/2023	06/26/2025	Small Group	1	Weekly	30 mins	
	Occupational T	Therapy	10/02/2023	06/26/2024	Small Group	2	Weekly	30 mins	
	Speech/Langua	age Therapy	09/07/2023	06/26/2024	Small Group	2	6 day cycle	30 mins	

BOE Info: Program Review Meeting Meeting: Student continues to qualify

01/18/2024	40200	5:7	Kdg. C	SE Pro	ogram Review	Cla	assified	Speech or Language Impairment	Schroon Lake Central School
	Program/S	<u>ervice</u>	<u>Start Date</u>	End Date	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	Duration	
	Special Cla	SS	01/26/2024	06/26/2024	15:1+1	5	Weekly	6 hrs 30 mins	
	Counseling		09/07/2023	06/26/2024	Individual	1	Weekly	30 mins	
	Occupation	al Therapy	09/29/2023	06/26/2024	Small Group	2	Weekly	30 mins	
	Physical Th	ierapy	09/07/2023	06/26/2024	Individual	1	Weekly	30 mins	
	Speech/Lar	iguage Therap	oy 01/26/2024	06/26/2024	Individual	2	Weekly	30 mins	
	Speech/Lar	iguage Therap	oy 01/26/2024	06/26/2024	Small Group	1	Weekly	30 mins	
	Speech/Lar	iguage Therap	oy 01/26/2024	06/26/2024	Small Group	1	Weekly	30 mins	

BOE Info: Program Review Meeting: Student continues to qualify

01/18/2024	40232	5:1	Kdg.	CSE	Program Review	w	Classified	Speech or Language Impairment	Schroon Lake Central School
<u>P</u>	rogram/Servi	<u>ce</u>	Start Date	End Date	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	Duration	
Sj	pecial Class		01/26/2024	06/26/202	4 15:1+1	5	Weekly	6 hrs 30 mins	

Report - Recommendations for BOE (v21b) w/o Student Name with Program Details and BOE Info - Printed 1/19/2024 11:44:24 AM

Special Class - English	09/07/2023	01/25/2024	15:1	1	Daily	40 mins
Special Class - Math	09/07/2023	01/25/2024	15:1	1	Daily	40 mins
Occupational Therapy	09/28/2023	06/26/2024	Small Group	2	Weekly	30 mins
Speech/Language Therapy	09/07/2023	06/26/2024	Individual	1	6 day cycle	30 mins
Speech/Language Therapy	09/28/2023	06/26/2024	Small Group	2	6 day cycle	30 mins

BOE Info: Program Review Meeting: Student continues to qualify

01/18/2024	40173	6:8 I	Kdg.	CSE 1	Program Review	N	Classified	Other Health Impairment	Schroon Lake Central School
J	Program/Serv	ice	<u>Start Date</u>	End Date	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	Duration	
2	Special Class		01/26/2024	06/26/2024	15:1+1	5	Weekly	6 hrs 30 mins	
(Counseling		09/07/2023	06/26/2024	Individual	1	Weekly	30 mins	
(Counseling		09/07/2023	06/26/2024	Small Group	2	Monthly	30 mins	
(Counseling		09/07/2023	06/26/2024	Small Group	2	Monthly	30 mins	
5	Speech/Langua	age Therapy	09/07/2023	11/15/2023	Small Group	2	6 day cycle	30 mins	
	- D								

BOE Info: Program Review Meeting: Student continues to qualify

BOE Approves CSE/CPSE Recommandations

Upon the recommendation of Supt. Pemrick, a motion was made by

____, second by ______ to approve the CPSE and CSE

recommendations as presented.

All Board members voted Yes- No- motion carried

BOE Appoints Extra Curricular

Upon the recommendation of Supt. Pemrick, a motion was made by ______, second by _______to appoint Suzanne Hurtado as

the Choreographer for the spring musical. Mrs. Hurtado will be compensated \$429.00 as per the SLTA contract.

All Board members voted Yes- No- motion carried

BOE Approves MOA

Upon the recommendation of Supt. Pemrick, a motion was made by , second by ______ to approve the Memorandum of Agreement by and between the Schroon Lake Central School Board and the Schroon Lake Teachers Association clarifying the recognition clause of the current contractual agreement for the positions of the School Counselor and the School Psychologist as presented by the SLTA. All Board members voted Yes-Nomotion carried

BOE Approves Special Education Program

Upon the recommendation of Supt. Pemrick, a motion was made by _____, second by ______ to approve the K-2 15:1:1 special education program.

All Board members voted Yes- No- motion carried

BOE Approves Leave of Absence

Upon the recommendation of Supt. Pemrick, a motion was made by _____, second by ______ to approve the leave of absence for Kat Otruba ending on June 30, 2024 All Board members voted Yes- Nomotion carried

BOE Appoints Long Term Substitute

BOE Appoints Long Term Substitute

Upon the recommendation of Supt. Pemrick, a motion was made by ________, second by ________ to appoint Kat Otruba as a long term substitute 3rd grade teacher effective February 1, 2024 and ending June 30, 2024. Ms. Otruba will be compensated \$241.28 per day. All Board members voted Yes- No- motion carried

BOE appoints Substitute School Nurse

Upon the recommendation of Supt. Pemrick, a motion was made by

, second by _______ to appoint Danielle Rooker as a substitute school nurse effective January 25, 2024. Mrs. Rooker will be compensated \$125.00 per day.

All Board members voted Yes- No- motion carried

BOE Appoints Negotiation Team

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into between the Superintendent of the Schroon Lake Central School District (the "District") and the Teachers Association (the "SLTA") to modify the terms of the parties' 2022-2026 Collective Bargaining Agreement (the agreement) as it relates to the inclusion of employees into the Association,

WHERAS, Article 1 "Recognition" of the current collective bargaining agreement between the parties provides that "In accordance with provisions of the Public Employee's Fair Employment Act (Chapter 392 of the Laws of 1967, Article 14 of the Civil Service Law) the Schroon Lake Central School Board of Education, having determined that the Schroon Lake Teachers' Association does represent the majority of the professional teaching employees and teaching assistants, and school nurses in the school district, and having recognized the Association as the exclusive negotiating agent for all these employees of the District, does enter into this agreement between the school board of Schroon Lake Central School (hereinafter referred to as the "Board") and the Schroon Lake Central School Teachers' Association (hereinafter referred to as the "Association")

WHEREAS, the District and Association have mutual interest in adding "School Psychologist" and "School Counselors" to the list of recognized titles for inclusion into the unit.

NOW, THEREFORE, the parties agree as follows:

1. Effective. July 1, 2023, Article 1 "Recognition" of the parties collective bargaining agreement shall be modified as follows:

"In accordance with provisions of the Public Employee's Fair Employment Act (Chapter 392 of the Laws of 1967, Article 14 of the Civil Service Law) the Schroon Lake Central School Board of Education, having determined that the Schroon Lake Teachers' Association does represent the majority of the professional teaching employees and teaching assistants, school nurses, school counselors, and school psychologists in the school district, and having recognized the Association as the exclusive negotiating agent for all these employees of the District, does enter into this agreement between the school board of Schroon Lake Central School (hereinafter referred to as the "Board") and the Schroon Lake Central School Teachers' Association (hereinafter referred to as the "Association")"

2. Article XVIII "workload" shall have a new paragraph D added which states the following:

"D. School Psychologist and Counselors:

School Psychologists and Counselors shall be provided a duty-free lunch and a forty (40) minute prep period. The scheduling of these times shall be at the discretion of the Psychologist or Counselor with the understanding that rare circumstances may necessitate a change in the scheduled time of the aforementioned prep and/or lunch period for a given day. The Counselor and Psychologist shall be responsible for preparing a schedule of their work in accordance with the needs of the students assigned to them. This includes peer meetings, student evaluations, creating performance measures, meetings with students. Medicare billing if applicable, parental meetings and other duties normally associated with the position. Such schedules will be subject to the approval of the superintendent. The school counselor is granted up to ten (10) additional work days during the summer recess period, and they shall be paid at their daily rate of 1/180 of his/her annual salary for each day worked. Superintendent approval is required when those days are used for things other than direct job requirements. The school Psychologist is granted up to five (5) additional work days during the summer recess period, and they shall be paid at their daily rate of 1/180 of his/her annual salary for each day worked. It is understood that the nature of these positions may require work to be done over the summer recess period. The days are to be determined by mutual agreement between the superintendent and the Counselor/Psychologist. Superintendent approval is required when those days are used for things other than direct job requirements."

3. All other terms of employment shall be in compliance with the parties' current collective bargaining agreement, including salary, leave, insurance, and retirement benefits.

4. The parties agree that the above modifications shall be included in the next successor agreement by and between the parties.

Dated: January 19, 2024

Superintendent

Lee Schrem C.

SLTA President



Choreographer for Musical

Hurtado, Suzanne <shurtado@slwildcats.org> To: Lisa DeZalia <ldezalia@slwildcats.org> Mon, Jan 8, 2024 at 2:39 PM

Dear SLCS Board of Education, I would like to be the choreographer for the 2024 spring musical production of The Little Mermaid. Thank you for your consideration for this appointment. Sincerely,

Suzanne Hurtado Schroon Lake Central School Special Education Teacher

December 15, 2023

9110.5

Workplace Violence Prevention Policy Statement

Schroon Lake Central School District is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our agency, staff, and clients.

Workplace Violence is defined as any physical assault or act of aggressive behavior occurring where a public employee performs any work-related duty in the course of his or her employment including but not limited to:

- an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee;
- any intentional display of force which would give an employee reason to fear or expect bodily harm;
- intentional and wrongful physical contact with a person without his or her consent that entails some injury;
- or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Acts of violence against any of our employees where any work related duty is performed will be thoroughly investigated and appropriate action will be taken including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients and visitors, following all policies procedures and practices, and for assisting in maintaining a safe and secure work environment.

This policy is designed to meet the requirements of New York State Labor Law Art. 2 §27-b and highlights some of the elements that are found within our Workplace Violence Prevention Program. The process involved in complying with this law includes a workplace evaluation that is designed to identify the risks of workplace violence to which our employees could be exposed. Authorized Employee Representative(s) will at a minimum, be involved in:

- evaluating the physical environment;
- developing the Workplace Violence Prevention

Program; and

• reviewing workplace violence incident reports at least annually to identify trends in the types of incidents reported, if any, and reviewing the effectiveness of the mitigating actions taken.

All employees will participate in the annual Workplace Violence Prevention Training Program. The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents of violence or threatening behavior will be responded to immediately upon notification. All personnel are responsible for notifying the contact person designated below of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received.

Designated Contact Person: Kemm Pemrick Title: Superintendent Phone: (518) 532-7164 E-mail: kpemrick@SLWildcats.org

Family and Medical Leave Act

The Schroon Lake School Central District Board of Education, in accordance with the Family and Medical Leave Act of 1993 (as amended) (FMLA), gives "eligible" employees of the District the right to take unpaid leave for a period of up to twelve (12) workweeks in a twelve-month period as determined by the District.

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 deemed to meet the 1,250 hour requirement. A break in employment for military service (i.e., call to active duty) does not interrupt the twelve (12) month/1,250 hours of employment requirement and will be counted toward fulfilling this prerequisite. The law covers both full-time and part-time employees.

Eligible employees may be granted leave for one (1) or more of the following reasons:

- 1. The birth and care of a newborn child of the employee;
- 2. Adoption and care of a child of the employee;
- 3. The placement of a child with the employee from foster care;
- 4. To care for a spouse, minor child or parent who has a "serious health condition" as defined by the FMLA;
- 5. 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
- 6. A "serious health condition" of the employee, as defined by the FMLA, that prevents the employee from performing his/her 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 related to pregnancy or for prenatal care.

The District uses a rolling 12-month period measured backward from the date of any FMLA leave usage as the method for determining the availability of FMLA leave. In certain cases, FMLA leave may be taken on an intermittent or reduced schedule basis rather than all at once. The entitlement to leave for the birth or placement of a child shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

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:

- 1. Recovering from a service-connected serious illness or injury sustained while on active duty; or
- 2. 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
- 3. 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:

- 1. 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
- 2. 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.

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:

- 1. Short-notice deployment;
- 2. Military events and related activities;
- 3. Childcare and school activities;
- 4. Parental care leave;
- 5. Financial and legal arrangements;
- 6. Counseling;
- 7. Rest and recuperation (for up to fifteen [15] calendar days);
- 8. Post-deployment activities; and
- 9. 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.

Implementation/Benefits/Medical Certification

At the Board of Education's or employee's option, certain types of paid leave may be substituted for unpaid leave. An employee on FMLA leave is also entitled to have health

benefits maintained while on leave. If an employee was paying all or part of the premium payments prior to leave, the employee will continue to pay his/her share during the leave period. In most instances, an employee has a right to return to the same position or an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave. The Board of Education 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.

Special Provisions for School District Instructional 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. Intermittent leave may be taken but must meet certain criteria. If the instructional employee requesting intermittent leave or leave on a reduced schedule 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:

- 1. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- 2. 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 is taking 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 more than three (3) weeks and the employee was scheduled to return prior to three (3) weeks before the end of the term.

If the instructional employee is taking leave less than five (5) weeks prior to the end of the term for any of the following FMLA-related reasons except qualifying exigency, the District may require that the employee remain out for the rest of the term if the leave lasts more than two (2) weeks and the employee would return to work during that two (2) week period at 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 except qualifying exigency, 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.

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.

Administration is directed to develop regulations to implement this policy, informing employees of their rights and responsibilities under the FMLA.

Concurrent (Substitute) Leave

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

Seniority

Employees do not accrue seniority during any periods of time that they are on FMLA leave that are unpaid.

References

- 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