

**Shelter Island School Board of Education**  
**Monday, October 16, 2017**  
**Regular Meeting at 6:00 pm, Conference Room**

Thomas V. Graffagnino, President \* Linda C. Eklund, Vice President

Susan E. Binder      Mark A. Kanarvogel      Kathleen M. Lynch      Tracy McCarthy      Elizabeth Melichar

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Shelter Island School Mission Statement – Engage, Explore, Empower**

The following statement will be read:

We want our students to cherish our small Island community while applying and expanding their learning about, understanding of, and engagement with the wider world. To do this they must be: ethical and moral individuals; respectful and responsible communicators; creative and analytical thinkers; knowledgeable and literate readers, writers, mathematicians and scientists; participants in and audiences for art, drama, music, athletics, and other artistic, cultural, and social activities; skilled and successful workers and consumers; and committed and active citizens.

**4. Visitor Questions (Specific to the agenda)**

**5. Oath of Office to School District Business Leader Administered by Board Of Education President**

**6. Consent Agenda – The Board President may seek a motion to approve and/or accept the following agenda items:**

- 6.1 Approval of Minutes
  - a. Regular Meeting of September 18, 2017
  - b. Special Meeting of September 20, 2017

**7. Correspondence**

- a. Thank You Note from Mr. Idowu Ogundipe

**8. Presentations**

- 8.1 Presentation Not Requiring Board Approval
  - a. Jessica Bosak and Students – School Board Appreciation
- 8.2 Presentation Requiring Board Approval
  - a. Jessica Bosak – Music Department’s Annual Broadway Field Trip (NOTE: The Board of Education will vote on this trip at the November 13, 2017 board meeting.)
  - b. Janine Mahoney and National Honor Society Students – Cardboard Campout

**9. Personnel - The Board President requests a motion to approve and/or accept the recommendations of the Superintendent on the following Personnel Action: 9.1 - 9.7**

- 9.1 Extra Teaching Periods
  - a. Bryan Knipping, ESL Teacher, to teach two (2) extra periods on a bi-weekly basis for the 2017-2018 school year, at a rate of \$2,633.10, retroactive to September 18, 2017 through June 22, 2018.
  - b. Laura Mayo, ESL Teacher, to teach five (5) extra periods on a bi-weekly basis for the 2017-2018 school year, at a rate of \$5,070.75, retroactive to September 18, 2017 through June 22, 2018
- 9.2 Additional Schedule C Position for the 2017-2018 School Year
  - a. Michael Bunce, 11<sup>th</sup> Grade Advisor, \$1,920.02
- 9.3 Additional Coaching for the 2017-2018 School Year
  - a. Jessica Bosak, Cheerleading, \$3,725.15
- 9.4 Mentor/Mentee for the 2017-2018 School Year, at a Rate of \$1,500, per Shelter Island Faculty Association Contract
  - a. James Dibble / Michael Bunce
  - b. Jennifer Gulluscio / Maryellen Olsen
  - c. Janine Mahoney / Erik Schwab
- 9.5 Volunteer Assistant Coaches
  - a. James Colligan – Junior High, Junior Varsity and Varsity Boys Basketball
  - b. James Theinert – Junior High, Junior Varsity and Varsity Boys Basketball
  - c. Michael Dunning – Junior Varsity Baseball
  - d. Taylor Kelly – Junior Varsity Softball

9.6 Amend Motion

a. Amend the motion of July 13, 2017 from:

Appointment of Coaches for the 2017-2018 School Year

- a. Bryan Gallagher, Varsity Winter Track Co-Coach, \$3,598.14
- b. Jason Green, Varsity Winter Track Co-Coach, \$3,598.14

to:

Appointment of Coaches for the 2017-2018 School Year

- a. Bryan Gallagher, Varsity Winter Track Co-Coach, **\$3,725.15**
- b. Jason Green, Varsity Winter Track Co-Coach, **\$3,725.15**

9.7 Step Movement

a. Approval to move the following faculty on the salary scale, effective retroactively to September 1, 2017

1. Patricia Kreppein Step 1 BA+15 to Step 1 BA+30
2. Martha Tuthill Step 3 MA to Step 3 MA+15
3. Michael Cox Step 6 MA+45 to Step 6 MA+60
4. Laura Mayo Step 2 BA to Step 2 BA+15
5. Jessica Bosak Step 7 MA+60 to Step 7 MA+75
6. Lynne Colligan Step 11 MA+15 to Step 11 MA+30
7. Sean Brennan Step 2 MA+15 to Step 2 MA+30
8. Jessica Nardi Step 1 BA to Step 1 MA
9. Bryan Knipfing Step 4 MA+15 to Step 4 MA+30
10. Natalie Regan Step 1 MA to Step 1 MA+15
11. James Theinert Step 6 MA+45 to Step 6MA+60
12. Elizabeth Eklund Step 3 MA+15 to Step 3 MA+30
13. Mary Kanarvogel Step 13MA+30 to 13MA+45

**10. Program** - The Board President requests a motion to approve or accept the recommendations of the Superintendent on the following Program Action: 10.1 – 10.5

10.1 CSE and 504 Recommendations for the 2017-2018 School Year

- a. Committee on Special Education
- b. 504 Committee

10.2 District Special Education Plan

- a. Approve the updated Shelter Island School District Special Education Plan

10.3 District Emergency Response Plan

- a. Approve the updated Shelter Island School Emergency Response Plan

10.4 First Reading of Policy

- a. Policy #6551 – Family & Medical Leave Act

10.5 Music Department Field Trips

- a. Approve the 8<sup>th</sup> grade Nutcracker Field Trip to be held on December 20, 2017
- b. Approve the 10<sup>th</sup> grade Opera Field Trip to be held on January 12, 2018

**11. Finance** – The Board President requests a motion to approve and/or accept the recommendations of the Superintendent on the following Finance Actions: 11.1 – 11.3

11.1 Financial Reports

- a. Treasurer's Report – September 2017
- b. Extra Class Report – September 2017
- c. Appropriations Status Report
- d. Revenue Status Report
- e. Claim Auditor's Report – September 2017
- f. Payroll Audit Report – September 2017

11.2 Budget Transfers & Journal Entries

- a. Accept and approve Budget Transfer and Journal Entry Reports for the period of September 13, 2017 through October 11, 2017, that in accordance with Board Policy, the Superintendent has approved, as well as the transfers that need specific Board approval.

11.3 Tax Levy

- a. Approval to set the tax levy for the 2017-2018 school year in the amount of \$10,131,788.

**12. Business** – The Board President requests a motion to approve or accept the recommendations of the Superintendent on the following Business Actions: 12.1 – 12.2

12.1 Contracts

- a. Approve the contract for the purpose of expending IDEA Flow-Through Funds between the Shelter Island Union Free School District and Pathfinder Village, as required by New York State Education Law; and authorize the Board President to execute said contract. The term of said agreement shall be retroactive to July 1, 2017 through June 30, 2018.
- b. Approve the contracts for transportation services, for a passenger coach, for the music department field trips as follows; and authorize the Board President to execute said contracts.
  1. Elegant Coach Tours on December 20, 2017, in the amount of \$1,150.00, for the 8<sup>th</sup> grade Nutcracker Field Trip
  2. Elegant Coach Tours on January 12, 2018, in the amount of \$1,200.00, for the 10<sup>th</sup> grade Opera Field Trip

12.2 2017 Annual School Law Conference

- a. Approval of Ms. Linda Eklund, member of the Board of Education to attend the 2017 Annual School Law Conference to be held on Friday, December 8, 2017, at the Nassau County Bar Association in Mineola, NY, at a cost of \$200. All other conference related expenses will be covered by Ms. Eklund.

**13. Facility – None**

**14. Items for Consideration - None**

**15. Old Business**

Red-Lined Items from Previous Board Meetings

1. Financial Impact of Removing the District from the New York State Lunch Program: (Introduced at the April 19, 2017 Board Meeting) At the recommendation of the Wellness Committee, Mr. Laube explored how much State Aid the District would lose if removed from the New York State Breakfast and Lunch Programs. May 8, 2017 Update: Mr. Laube reported that for the 2015-2016 school year the District was reimbursed \$52,000 in State Aid. Mr. Laube stated that if the District was to forego State Aid, those monies would have to come out of the General Fund each year. Ms. Lynch stressed that this is only an investigation to determine if leaving the confines of the State program would help to increase participation in the lunch program and ultimately increase sales. (At the June 12, 2017 Board Meeting, Mr. Gulluscio that explained the last Wellness Committee meeting was canceled so there was no update to report.) July 13, 2017 Update: Mr. Gulluscio stated that we are waiting to see what, if any changes are made to the New York State Child Nutrition program, at the Federal level. Mr. Gulluscio also stated that there is some confusion in the community about how the removal from the New York State Lunch Program would affect Free/Reduced Lunches. Mr. Gulluscio stressed that any changes to this program will not affect the Free/Reduced Lunch program. August 14, 2017 Update: There was no update as Mr. Gulluscio was absent. *September 18, 2017 Update: Mr. Gulluscio reported that this item has been on hold since Mr. Laube has left the District and he hopes to have an update at the October meeting.*
2. PK-12 Mindfulness Program: (Introduced at the April 19, 2017 Board Meeting) At the recommendation of the Wellness Committee, Mr. Gulluscio explored the concept of a PK-12 mindfulness program. (At the June 12, 2017 Board Meeting, Mr. Gulluscio explained that the last Wellness Committee meeting was canceled so there was no update to report.) July 13, 2017 Update: Mr. Gulluscio reported that a survey regarding a mindfulness program had been sent out to the faculty, and the committee continues to look at ways to introduce mindfulness into the school day. August 14, 2017 Update: There was no update as Mr. Gulluscio was absent. *September 18, 2017 Update: Mr. Gulluscio reported that the results of the faculty survey taken over the summer will be discussed at the first Wellness Meeting of the year which will be held on October 12, 2017.*
3. Combined Sports Program: (Introduced at the September 18, 2017 Board Meeting) *Several parents came to the September 18, 2017 Board of Education meeting to ask the Board of Education and Administration to consider bringing back a combined sports program. The members of the Board of Education explained that the combined sports program became a financial burden when the 2% tax cap was introduced, but agreed to research the viability of bringing back the program. Specific items to be researched: 1. Legality of parents driving their own child to games, 2. Legality of fundraising to cover the cost of transportation, and 3. Which districts, if any, are interested in combining with our District.*

**16. School District Business Leader Report**

**17. Director of Athletics, Physical Education, Health, Wellness & Personnel Report**

- a. Anti-Defamation League Character Education Program
- b. Wellness Committee Report
- c. Fall Athletics Update

**18. Academic Administrator Report**

- a. State Reporting
- b. Branching Minds

**19. Superintendent Report**

- a. Book Club – A Tree Grows in Brooklyn
- b. Grant Writing Seminar
- c. Doughnuts with Dr. Finn

**20. Board Member Reports**

**21. Student Liaison Report - None**

**22. Visitor Comments**

**23. *Executive Session*** – *The Board of Education may enter Executive Session at the end of this scheduled public meeting, to continue to discuss the employment history of particular individuals.*

**24. Adjournment**

**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 12 work weeks in a 12-month period as determined by the District.

The Shelter Island School District uses July 1 – June 30 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 or reduced schedule 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 will expire at the end of the 12-month period beginning on the date of the birth or placement.

Employees are "eligible" if they have been employed by the District for at least 12-months and for at least 1,250 hours of service during the previous 12-month period. Full-time teachers are 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 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 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 also 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 or her job.

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**SUBJECT: FAMILY AND MEDICAL LEAVE ACT (Cont'd.)**

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 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 days of the aforementioned incapacity with the second required visit occurring within 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 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.

**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 26 weeks of leave in a single 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 years and aggravates that illness or injury.

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

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**SUBJECT: FAMILY AND MEDICAL LEAVE ACT (Cont'd.)**

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 any 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 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:

- 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 15 calendar days);
- h) Post-deployment activities; and

(Continued)

**SUBJECT: FAMILY AND MEDICAL LEAVE ACT (Cont'd.)**

- 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 will provide such notice to the employer as is reasonable and practicable. This military-related leave is for up to 12 weeks during a single 12-month period. Leave may be taken intermittently or on a reduced leave schedule.

**Concurrent (Substitute) Leave**

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

**Implementation/Benefits/Medical Certification**

At the Board'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 or 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 has a right to 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 days to provide corrected materials to cure any deficiency prior to any action being taken.

**Special Provisions for 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."

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**SUBJECT: FAMILY AND MEDICAL LEAVE ACT (Cont'd.)**Intermittent Leave Taken ~~B~~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 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 is taking leave more than five 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 weeks and the employee was scheduled to return prior to three weeks before the end of the term.

If the instructional employee is taking leave less than five weeks prior to the end of the term for any of the previous 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 weeks and the employee would return to work during that two-week period at the end of the instructional term.

If the instructional employee begins taking leave during the three 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 working days.

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

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**SUBJECT: FAMILY AND MEDICAL LEAVE ACT (Cont'd.)****FMLA Notice**

A notice which explains the FMLA's provisions and provides information concerning the procedures for filing complaints of violations of the FMLA will be posted in each school building and a notice of an employee's FMLA rights and responsibilities will be either placed in the employee handbook of the employer or furnished to each new employee upon hire. The District has five days to supply this 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 -- Military Leaves of Absence

Adoption Date