

MARION CENTRAL SCHOOL
4034 Warner Road, Marion, NY 14505
Regular Board of Education Meeting
September 27, 2021
6:30 PM Jr-Sr High School Library
AGENDA

Documents Pertaining to this Agenda can be found on the District Website



Mission

We engage all students to achieve their fullest potential today and to be prepared for tomorrow's opportunities.

Vision

The leader in growing future-ready generations.

Core Beliefs

We believe....

Students are at the heart of what we do.

Innovation is critical to our success.

Integrity is the foundation of our conduct.

Engagement is achieved through rigor, relevance and relationships.

Teamwork is the key to excellence.

Personalized Learning is the future of education.

A. OPENING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. **Approval of Agenda** (Action)

B. COMMUNITY COMMENTS

- Opportunity for Public Comments

C. REPORTS

1. Board of Education
Designate Second Official Newspaper to be Finger Lakes Times
2. Superintendent – D. Bavis
 - COVID Update**Approval of the Collective Bargaining Agreement between the Marion Administrators' Association and the Superintendent of Schools for Marion Central School District (Enc.)** (Action)
3. Director of Finance & Operations – R. Walker
 - Budget Committee Discussion (Enc.)

D. CONSENT AGENDA (Action)

1. Accept Minutes of Board of Education Meeting of September 13, 2021 (Enc.)
2. Approval of Placement of CSE/CPSE Students (Enc.)
3. Approval of the Four-year Probationary Appointment of **Anne Monahan** as a 1.0 FTE Teacher Assistant for at Marion Jr-Sr High School, effective October 4, 2021; Certificate: Teacher Assistant III; rate of \$13.75/hr. (Enc.)
4. Approval of the OT Sharing Agreement between Williamson Central School District and Marion Central School District. (Enc.)
5. Approval of the appointment of **Brooke Synyard** as a Non-Certified Substitute Teacher, Teacher Assistant and Teacher Aide for Marion Elementary School; fingerprint clearance on file.
6. Accept the resignation, for the purpose of retirement, of **Kathleen (Kitty) Goodridge** as Food Service Manager for Marion Central School District, effective October 15, 2021. (Enc.)
7. Approval of the Unpaid Parenting Leave of **Karen Livingston** from end of maternity leave through November 1, 2022. (Enc.)
8. Approval of the appointment of **Jared DeLyser** and **Paul Byron** as .5 Traffic Monitors for Marion Elementary with a stipend of \$250.00 each.
9. Approve the declaration of assets listed as surplus. (Enc.)
10. Accept the resignation of **Patti Herman**, Food Service Helper for Marion Central School District, effective November 12, 2021. (Enc.)
11. Approve the appointment of **Patti Herman** as a Substitute Food Service Helper for Marion Central School District, effective January 1, 2022.

12. Approve the appointment of **Vanessa VanAlstyne** as a Non-Certified Substitute Teacher Assistant and Teacher Aide for Marion Elementary School.
13. Approve the appointment of **Suzanne Rudgers** as a Substitute Bus Monitor for Marion Central School District, effective September 27, 2021.

E. COMMUNITY COMMENTS ON AGENDA ITEMS

F. EXECUTIVE SESSION (Action)

It is anticipated that the Board of Education will go into Executive Session for the specific purpose of discussing the work history of a particular employee.

G. BOARD RETREAT

H. ADJOURNMENT (Action)

Next Regularly Scheduled Meeting – **Monday, October 4, 2021 6:30 PM**, Jr.-Sr. High School Library.

A G R E E M E N T
Between The
Marion Administrators' Association
and the
Superintendent of Schools
Marion Central School District

JULY 1, 2021 – JUNE 30, 2025

Table of Contents

	Page No.
ARTICLE 1	Recognition 1
ARTICLE 2	Negotiations Procedures 1
ARTICLE 3	Management Rights 1
ARTICLE 4	Grievance Procedures 1
ARTICLE 5	Professional Performance Review 2
ARTICLE 6	Salary and Benefits 3
ARTICLE 7	Leaves and Conferences 7
ARTICLE 8	Duration of Agreement: Board Approval 8

ARTICLE 1
RECOGNITION

The Marion Central School District Board of Education, having determined that the Marion Administrators' Association is supported by a majority of Administrators recognizes the Marion Administrators' Association (MAA) as exclusive negotiating agent for the Administrative Unit consisting of the professional administrative employees of the District appointed as Director of Educational Services, Principal, Assistant Principal, Director of Technology and Innovative Programs, Director of Food Services, Director of Facilities, Director of Transportation, and excluding all others.

This Recognition Agreement shall remain in effect for the maximum period permitted by law.

ARTICLE 2
NEGOTIATIONS PROCEDURES

Negotiations for a successor Agreement shall be commenced at the request of either party and shall be in writing addressed to either the Superintendent of Schools or the President of the Administrators' Association. In any given year, such request shall be made not later than March 1, except by mutual consent. A mutually acceptable meeting date shall be set for not more than fifteen (15) working days following such request.

ARTICLE 3
MANAGEMENT RIGHTS

The parties agree that the administration of the Marion Central School District and the direction of the working forces are solely and exclusively the function and prerogative of the Superintendent. All the rights, functions, and prerogatives of the administration and the exercise thereof which are not expressly modified by one or more specific provisions of this Agreement are reserved and retained exclusively by and to the Superintendent and are not subject to arbitration or negotiation during the terms of this Agreement.

The association recognizes that all matters pertaining to the policies that affect the management and operation of the school system, including its educational and fiscal affairs are the basic responsibility of the Superintendent and Board of Education pursuant to the Education laws of the State of New York except as these policies are modified by the terms of this Agreement.

ARTICLE 4
GRIEVANCE PROCEDURES

Disciplinary matters are not subject to the grievance procedures.

Stages:

Stage 1 – Superintendent – Formal

A grievance must be instituted in writing within thirty (30) calendar days of the event or occurrence. It shall be reduced to writing by the unit president and presented to the Superintendent.

Within ten days after the submission of the formal grievance, the Superintendent shall render a decision in writing, and present it to the grievance.

Stage 2 – Arbitration

Within ten (10) working days after receipt of the decision at Stage 1, the grievant or the Association may request that the grievance be submitted for arbitration. The Superintendent, the Association or the grievant shall contact PERB to assist in the selection of an arbitrator who shall hear the grievance.

The decision of the arbitrator shall be advisory only and not binding upon all parties, and shall be limited to issues of interpretation and application of the terms of this contract.

Stage 3 - Mediation

In the event that the parties are unable to reach a mutually agreed upon outcome after Stage 2, both sides will agree to participate in mediation within ten (10) days of receiving the decision from the arbitrator. In the event that the unit is unwilling to participate in mediation, the grievance will be withdrawn.

The costs of the arbitrator and/or mediator shall be born equally by the parties to the grievance.

Rules of Procedure:

1. A representative of his/her choosing may accompany the grievant at any stage.
2. Failure at any stage to communicate a decision to the grievant shall permit the pursuit of the grievance at the next stage.
3. Failure to appeal the decision to the next stage shall be deemed an acceptance of the decision at that stage.
4. Time limits may be waived at any time by mutual consent of all parties, in writing.
5. The parties may, in the interest of expediting the process, and by mutual consent, in writing, skip stages in the grievance procedure.

ARTICLE 5 **PROFESSIONAL PERFORMANCE REVIEW**

For Building Principals the evaluation process will follow the APPR process, subject to collective bargaining on required elements.

For those not subject to the APPR process, an annual written review will be furnished by the unit member's supervisor based on a mutually agreed upon evaluation process.

ARTICLE 6
SALARY AND BENEFITS

A. Salary

1. All members of the unit will be given a 3.0% salary increase annually for the term of this contract.
2. For the 2021-22 fiscal year, all unit members will also receive a \$2,500 increase to their base salary. This is a one-time increase and will be applied before the percentage increase for the 2021-22 fiscal year.

B. Group Health and Dental Insurance

1. **Premiums** - The school district will pay 80% of the monthly premium cost of the base medical plan toward a single, two-person or family-type contract for which the unit member is eligible. The base medical plan for employees who commenced service on or before 7/1/2021 is Healthy Blue 25. The base plan for employees who commenced service after 7/1/2021 is Healthy Blue 30 (\$30 co-pay with a \$5/\$35/\$70 Drug Rider). Internal transfers/promotions into the MAA unit will be entitled to join the plan applicable to their date of hire at the District. Unit members may participate in another district-sponsored medical plan with the understanding that they will pay any additional cost above the 80% district contribution toward their respective base plan.

Members shall also have the option to enroll in the Signature HDHP (\$1,500/\$3,000 deductible). The District will be responsible for covering 95% of the premium cost of this plan for both single and family policies unless the combined cost to the District of the premium and the HSA contribution set forth below exceeds the District's 80% contribution to the base plan, in which event the employee will pay the full amount of the excess.

- Additionally, the District will contribute 100% of the plan's in-network deductible into an HSA account for staff entering the plan during the open enrollment with an effective date of July 1, 2021. Initial HSA contribution will be on July 1, 2021 for staff members choosing this plan during open enrollment. In subsequent calendar years the District will contribute 100% of the plan's in-network deductible into the member's HSA account on or about January 1st.
 - For staff who entered the plan prior to July 1, 2021, the District will contribute an additional 25% of the plan's in-network deductible into an HSA account, in recognition of the change in coverage of the premium cost of the plan.
 - The District will offer an HSA plan for eligible employees. Administrative fees will be the responsibility of the employee.
2. **Retirement Group Health Premiums** - Unit members who have completed the required years of service in the school district, and who immediately file appropriate retirement papers with the New York State Teachers Retirement

System or the New York State Employees' Retirement System, shall be entitled to continued coverage in district-sponsored medical and dental insurance programs at a calculated percentage of the contribution rate paid for the Base Plan during active service.

Unit members must have fifteen years of continuous service with the District to be eligible for continued coverage at the active service contribution rate of the base plan for active employees. The base medical plan for employees who commenced service on or before 7/1/2021 is Healthy Blue 25. The base medical plan for employees who commenced service after 7/1/2021 is Healthy Blue 30 (\$30 co-pay with a \$5/\$35/\$70 Drug Rider). The Base Dental Plan is Dental Blue Options 1 Modified.

Employees who are enrolled in the Signature HDHP at the time of retirement, and have fifteen years of continuous service with the District, may continue enrollment in that plan on the same terms and conditions until Medicare eligible. If this provision is in violation of any Federal or State law in the future, the Unit member shall be eligible to participate in the District's base healthcare plan under the terms and conditions of other Association retirees.

In the event that a member does not have fifteen years of continuous service with the District, the district's contribution to the premiums shall be computed according to the following formula:

Years of Service Divided by 15 X Active Service Contribution Rate X Base Plan Medical & Dental Program Premiums.

Retiring employees who commenced service on or before 7/1/2021 becoming eligible for Medicare, (including eligible spouses) shall enroll in one of the following plans: the Excellus Medicare Blue Choice HMO or the Excellus Medicare Blue Choice PPO. All of these plans will have the \$5/\$20/\$35 drug rider (non-donut hole). The District shall pay 50% of the premium cost of the medical and dental plan chosen by the retiree with the retiree paying the remainder. Employees who commenced service after 7/1/2021 shall not qualify for this benefit.

Unit members may continue in the single, two person or family-type contract in which they were enrolled at the time of retirement. Spouses of deceased members may continue in the group plan for which they are eligible upon their payment of the full premium.

The district contribution rate that a member retires with will not change at any time during the member's retirement.

3. Dental Insurance - The school district will pay 80% of the monthly premium cost of the Dental Blue Options 1 Modified dental plan for a single, two-person, or family-type contract.
4. Medical Insurance Opt-Out Option - Any member who is covered under a Patient Protection and Affordable Care Act qualified medical insurance policy other than

that of Marion Central School District, may opt-out of the school district subsidized medical plan and receive a cash payment as an in lieu of benefit. The cash opt-out payment for a family plan eligible staff member is \$2,150 per year. Under IRS Section 125, such payments are taxable as earned salary.

5. Survivor Benefit - In the event that a unit member dies in service, the District will provide health insurance at the current contract's contribution rate to the surviving spouse and eligible dependents for up to six calendar months after the death of the unit member.

C. Flexible Spending

The District has instituted flexible spending accounts for insurance deductibles, health care costs, and dependent care costs by employee contribution only. These FSAs would have limits on employee pre-tax contributions and would be maintained as per IRS laws and regulations. Any member who has an HSA account is restricted to a Limited FSA.

D. Contribution to TSA

In June of each year, the Board of Education will contribute for each member of the unit a sum equal to three percent (3%) of their annual salary for that fiscal year into a tax sheltered annuity account of the employees choosing. The funds will be deposited into a 403b account as a Non-Elective Employer Contribution. (All contributions are subject to limitations set forth by the IRS.)

These accounts will be owned by the individual staff member who may, in turn, direct the proceeds into various investment sub-accounts. This program is intended to be a service and/or retirement benefit in lieu of cash payments for unused sick days or a retirement incentive.

E. Administrative Professional Dues

For each work year, the District agrees to pay up to a maximum of \$500 toward each unit member's membership in one or more professional organizations of the member's choice.

F. Professional Development

The District recognizes the importance of ongoing professional learning. Unit members and the Superintendent will agree upon a learning plan and the District will pay for all costs related to attendance at approved conferences/workshops or reimburse the staff member when direct payment is not possible. The Superintendent and Union President may mutually agree to provide a \$1,500 annual mileage stipend for unit members in lieu of the District reimbursing mileage for professional requirements.

G. Tuition Reimbursement

All members are eligible for tuition reimbursement at the S.U.N.Y. rate for up to nine (9) credit hours completed each school year. Members who wish to take college courses or other job-related in-service courses should contact the Superintendent in advance.

H. Vacation Days

All Unit members are entitled to 25 vacation days each fiscal year. No vacation requests will be unreasonably denied. Unit members may rollover up to a maximum of five (5) vacation days per year, cumulating to a 30-day total cap. Over the duration of this agreement, each unit member may elect to receive a buyout of up to a maximum of ten (10) total vacation days.

I. Sick Days

Members will be given 15 days of paid sick leave each school year. This sick leave may be accumulated up to a total of two hundred (200) days maximum. In addition to personal illness, up to five (5) sick days may be used when the staff member's presence is required to care for a sick or injured member of the immediate household or a parent or grandparent. For the care of a family member covered under FMLA, the member may use paid sick leave up to the annual limit allowed by FMLA provided that the unit member has accumulated sufficient sick leave days to cover the request.

Upon retirement, the District will offer Unit members with fifteen years of continuous service with the District a 25% buyout at a member's daily rate (1/240) for any unused sick days up to a maximum of 200 days to be contributed to a member's 403(b) or toward health insurance premiums. In the event the retiring member does not have fifteen years of continuous service with the District, the percentage of buyout of unused sick days shall be computed according to the following formula:

Years of Service Divided by 15 X Twenty-five (25%) percent X number of unused sick days up to a maximum of 200.

J. Bereavement Days

Death in the immediate family - the term "immediate family" shall be defined as a spouse, a child, a parent, a sibling, or grandparent of the employee or employee's spouse, up to five (5) days of sick leave may be utilized for each such occurrence.

K. Holidays

All full-time, twelve-month employees will receive the following thirteen (13) paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the following Friday, Christmas Eve, and Christmas Day.

If any of these holidays falls on a weekend, a weekday will be designated, by agreement of the parties, to be observed as that holiday for that calendar year. If school is in session on Good Friday, then in lieu of having a holiday on that day, unit members will have a floating holiday (to be selected by the administrator at least thirty (30) days prior to the occurrence of such holiday, subject to the approval of the Superintendent).

L. Group Term Life Insurance

All members are provided with a \$50,000 group term life insurance policy. The premium is fully paid by the school district.

ARTICLE 7
LEAVES AND CONFERENCES

A. Personal Leave

All members may request up to three (3) paid personal leave days during each school year. This leave is provided for personal, non-recreational activity or business that cannot be completed during regular working hours. This paid leave may not be used on days immediately preceding or following a scheduled recess for students and/or teaching staff. Such leave shall be requested in writing to the Superintendent on the prescribed form at least two days in advance whenever practical. Personal leave, if unused, is added to unused sick leave at the end of each year.

B. Childbearing and/or Child-Rearing Leave

A leave of absence, not to exceed one academic year without pay, will be granted for childbearing and/or child-rearing purposes, and will be available only during pregnancy or following the birth, or adoption by an Administrator, of an infant.

1. A written request for unpaid childbearing and/or child-rearing leave will be submitted to the Superintendent as soon as it is reasonable.
2. It is understood that a childbearing and/or child-rearing leave of absence may, with the approval of the Superintendent, be commenced earlier than was anticipated by the unit member when unforeseen medical circumstances arise, or upon notification of adoption.
3. The exit date for a unit member taking childbearing and/or child-rearing leave will be determined by the unit member's physical ability to perform duties. Such date shall be determined upon the advice of a physician.
4. The unit member's physician shall certify the period of physical disability because of childbirth in writing. The unit member shall be paid sick leave benefits only for that period of temporary disability certified by the unit member's physician, provided that the unit member has accumulated sufficient sick leave days to cover the request.
5. All benefits that relate to sick leave under the terms of this Agreement will accrue to unit members for the period of physical disability for childbirth. All benefits that accrue to members on leave of absence without pay under this Agreement will accrue to unit members on childbearing and/or child-rearing leave.

6. The Board of Education may, upon the unit member's request and the Superintendent's recommendation, grant an extension or reduction in the duration of a child-rearing leave due to changed circumstances.
7. Probationary Administrators who receive childbearing and/or child-rearing leave will continue the probationary term upon returning to duty.

C. Military Leave

Any staff member, on either probationary or permanent employment, who is called involuntarily to active military service, is entitled to return to a position in the school system. Full credit for compulsory military service experience will be allowed for salary, retirement, and seniority purposes and as may otherwise be required by applicable law.

D. Other Non-Paid Leaves of Absence

Leaves of absence for personal reasons other than academic leaves, sickness leaves, childbearing or child-rearing leaves, or military leaves, may be granted to permanent staff members at the discretion of the Board of Education upon the recommendation of the Superintendent.

E. Association Business

The Association, by designation of its President, shall have a total of three (3) days paid leave of absence annually for members to attend the School Administrators' Association of New York's Annual Meeting or any other related business.

F. Jury Duty Leave

If in the event unit members are required to perform jury duty, they will receive their full pay from the District and waive the pay for jury duty service

**ARTICLE 8
DURATION OF AGREEMENT - BOARD APPROVAL**

This Agreement shall remain in effect from July 1, 2021 until midnight on June 30, 2025. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Donald Bavis, Supt. of Schools
Marion Central School District

Tom Nortier, President
Marion Administrators' Association

Date: _____

Date: _____

Budget Committee

Current Budget Process

1. Budget Development Calendar approved at first November BOE meeting
2. Budget Development materials are sent out to staff in late November
3. Budget Development Guidelines are approved at December BOE meeting
4. Department data is due in early January for review and analysis
5. Budget Workshop #1 is 2nd BOE meeting in January
6. Building level budget data is due at the end of January
7. Budget Workshop #2 is 1st BOE meeting in February
8. Local levy limit is due to NYS Comptroller, NYSED, and NY S Tax and Finance by March 1
9. Budget Workshop #3 is 1st BOE meeting in March
10. Budget Workshop #4 is 2nd BOE meeting in March
11. Legal Notice of Budget Hearing and vote around mid March
12. Budget Newsletter 1st draft by early April
13. Approve Superintendent's budget, mid April
14. Property tax report card due to SED and paper, end of April
15. Budget newsletter finalized by end of April and mailed
16. Budget Hearing, first Tuesday in May
17. Budget vote, third Tuesday in May

Proposal

Form a Budget Committee consisting of the Superintendent, Director of Finance, staff members, two Board members, and community members. Instead of having Budget Workshops at the Board meetings, the committee would meet either before or after the Board meetings. Committee members would be required to review materials through email and attend 4 or 5 meetings starting in January and ending in late March or early April.

MARION CENTRAL SCHOOL
4034 Warner Road, Marion, NY 14505
Regular Board of Education Meeting
September 13, 2021 – 6:00 PM
Jr.-Sr. High School Library

- BOARD MEMBERS PRESENT:** M. Kuelling R. Marshall, J. Monroe, J. Reesor and A. Taber
- ADMINISTRATORS PRESENT:** D. Bavis, S. Dehn, E. Lloyd, N. Miller, C. Steiner, R. Walker, and D. Wise
- GUESTS:** Guest Register
- A1. CALL TO ORDER** Mrs. Kuelling called the meeting to order at 6:00 P.M. and led the Pledge of Allegiance.
- A4. APPROVAL OF AGENDA** Motion by Ms. Taber, seconded by Mr. Reesor, and unanimously carried by Board members present the following resolution: **BE IT RESOLVED**, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves the agenda of September 13, 2021 with the following changes: add Covid-19 Update under Superintendent Reports, add ELA Project Leader –Amy Kellerhouse to attachment for item 10 under Consent Agenda and delete item 27 from Consent Agenda. (FY 21/22 September #1) 5-0-0
- B. EXECUTIVE SESSION** Motion by Mr. Monroe, seconded by Ms. Taber, and unanimously carried by Board members present, **BE IT RESOLVED**, that upon recommendation of the Superintendent of Schools and pursuant to Educational Law, that the Board of Education adjourn to Executive Session for the specific purposes of discussing the collective bargaining agreement with the Marion Administrative Association. (FY 21/22 September #1) 5-0-0
- The Board of Education entered into Executive Session at 6:06 PM
- The Board of Education returned to Open Session at 6:30 PM
- C. COMMUNITY FORUM** An opportunity for community comments was given. No comments were made.
- D. PRESENTATION** Mrs. Miller presented the 2021-2022 Professional Development Plan.

APPROVE 2021-22 PDP

Motion by Ms. Taber, seconded by Mr. Reesor, and unanimously carried by Board members present the following resolution: BE IT RESOLVED, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves the Professional Development Plan for the 2021 – 2022 school year. (FY 21/22 September #1) 5-0-0

E1. BOARD REPORT

Mrs. Kuelling reported on Opening Day; she enjoyed being able to address the staff. She also mentioned that she had attended the 4 County Board meeting and stated that they would be getting a new Executive Director. Mr. Marshall mentioned that the email from NYSSBA with the proposed Resolutions and asked that the Board review those and they would discuss them at the next meeting and/or retreat to decide how he should vote at the Business Meeting in October.

E2. SUPERINTENDENT REPORT

Mr. Bavis gave his Covid-19 update stating that we currently have zero positive students and staff; everyone is frustrated that we are required to mask. We are now required to test all staff that are not vaccinated and our staff was wonderful and cooperative about it. He then reported on Opening Day saying that it was a culmination of all the work done over the summer and it was great to see all the students in person after so much time. Lastly, he reviewed the presentation schedule and the board members were good with the schedule.

E3. FINANCE REPORT

Mr. Walker reported that the external audit was almost complete and we should be getting the final report shortly thereafter.

APPROVE FINANCIAL RPT

Motion by Mrs. Kuelling, seconded by Mr. Marshall, and unanimously carried the following resolution: Be it resolved that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves the Unaudited Financial Report as presented. (FY 21/22 September #1) 5-0-0

E4. ADMINISTRATORS REPORTS

Dr. Lloyd reported that it was fabulous to have kids back and being able to keep traditions going with the ringing of the bell on the first day. She stated that teachers did a lot of prep-work at the end of last school year and that benchmark testing has started. Lastly, she mentioned the Marion Fall Festival and there was a good turnout, and received a lot of positive feedback about our PBIS/MTSS initiatives.

Mrs. Steiner reported on MES stating that MTSS expectation lessons for various parts of the building have started. The new goal for this year is 10,000 Knight Notes; Tier 2 and Tier 3

had a great meeting defining roles and responsibilities to be most effective. She then reported that at the Jr-Sr High she and Mr. Dehn made videos of Tier 1 expectations for mid-day, academic intervention, lunch behavior and procedures. The Jr-Sr High also made a goal of 10,000 BKC's for the school year. 7th and 8th graders have completed their iReady which were done differently this year.

Mr. Dehn reported the we had a successful reopening and it is great having staff back. Everyone is enthusiastic and positive; we have a lot of new staff and the returning staff have been really helpful to the new staff. Students have brought a lot of energy to the building; are working well with masks and we are trying a new "recess" time at the end of lunch by getting students outside for fresh air because we find that is when most of the problems occur. He discussed 7th grade orientation; for first time included parents and we had a 90% participation rate. He reported that Mr. Wise held a Schoology session which parents found very helpful. Athletics have gotten off to a good start and teams are being successful. Though lockers aren't being used again this year, students are allowed to request a locker if they have a need for one.

Mr. Wise reported that they completed the refresh on the chromebooks and active panels were updated over the summer in each classroom. He then mentioned that the new Sr. Computer Services Assistant jumped right in and is doing well making sure everyone has accounts, etc.

F. CONSENT AGENDA ITEMS

Motion by Mr. Reesor, seconded by Mr. Marshall, and unanimously carried by Board members present: 5-0-0

F1. MEETING MINUTES

RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the Meeting Minutes of the August 16, 2021 meeting. (FY 21/22 September #1)

F2. CSE/CPSE PLACEMENTS

RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the placement of students into special education programs. (FY 21/22 September #1)

- F3. TREAS & WARRANTS RPTS** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the warrants. (FY 21/22 September #1)
- F4. APPROVAL BUDGET TRANSF** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the budget transfers as presented. (FY 21/22 September #1)
- F5. FEDERAL GRANT STIPENDS** RESOLVED, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, authorizes the payment of federal grant stipends for the school year as listed. (FY 20/21 September #1)
- F6. INTERNL CLAIMS AUDIT RPTS** RESOLVED, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves the Internal Claims Auditor Reports as presented. (FY 21/22 September #1)
- F7. SEPT 10, 2018 MINUTES** RESOLVED, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves the correction to the September 10, 2018 Board of Education Meeting Minutes as presented. (FY 21/22 September #1)
- F8. PAID EXTRA CURR ADVISORS** RESOLVED, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves the list of Paid Extra-Curricular Advisors as presented. (FY 21/22 September #1)
- F9. APPROVAL FALL COACHING** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves vacant Fall Coaching positions for the 2021 Fall Sports Season as listed. (FY 21/22 September #1)
- F10. APPRV PROJECT LEADERS** RESOLVED, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves the open Project Leader positions for the 2021-22 school year as presented. (FY 21/22 September #1)
- F11. APPRVE ART CLUB** RESOLVED, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves the Elementary Art Club as presented. (FY 21/22 September #1)

- F12. ACCEPT RESIGNATION** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the resignation, for the purpose of retirement, of **Cheryl Brannan** as a Bus Driver and Food Service Helper for Marion Central School District effective August 31, 2021. (FY 21/22 September #1)
- F13. APPROVE SUB BUS DRIVER** RESOLVED, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves **Cheryl Brannan** as a substitute Bus Driver for Marion Central School District. (FY 21/22 September #1)
- F14. ACCEPT RESIGNATION** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the resignation of **Debra Lubberts** as an English Language Arts Teacher for Marion Jr-Sr High School effective August 31, 2021. (FY 21/22 September#1)
- F15. TEMP CAFE/RECESS MONITOR** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of **Zachary Thompson** as a temporary cafeteria/recess monitor at Marion Elementary School effective September 7, 2021 for the 2021-22 school year; rate: \$12.50/hr. (FY 21/22 September #1)
- F16. TEMP CAFE/RECESS MONITOR** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of **Amy Sharpstene** as a temporary cafeteria/recess monitor at Marion Elementary School effective September 7, 2021 for the 2021-22 school year; rate: \$12.50/hr. (FY 21/22 September #1)
- F17. TEMP CAFE/RECESS MONITOR** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of **Leah Flint** as a temporary cafeteria/recess monitor at Marion Elementary School effective September 7, 2021 for the 2021-22 school year; rate: \$12.50/hr. (FY 21/22 September #1)
- F18. APPRVE P/T FOOD SVC** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of **Katie French** as a part-time Food Service Helper at Marion Jr-Sr High School, 3.5 hours, effective September 1, 2021; rate: \$12.50/hr. (FY 21/22 September #1)

- F19. APPRVE TEACHER AIDE** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of **Michele Zimmer** as a Teacher/Classroom Aide at Marion Elementary School, effective September 7, 2021; rate: \$12.50/hr. (FY 21/22 September #1)
- F20. TEMP CAFE/RECESS MONITOR** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of **Vanessa Vanalstyne** as a temporary cafeteria/recess monitor at Marion Elementary School effective September 1, 2021 for the 2021-22 school year; rate: \$12.50/hr. (FY 21/22 September #1)
- F21. APPROVE PROB APPT.** RESOLVED, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves the three-year probationary appointment of **Heather Bowens** as 1.0 FTE English Teacher, in the tenure area of English Language Arts, effective date 09/01/2021 through 6/30/2024 or sooner upon termination by the board. This expiration date is tentative and conditional only. Except to the extent required by the applicable provisions of Section 3014 of the Education Law, in order to be granted tenure the teacher must receive composite or overall annual professional performance review ratings pursuant to Section 3012-c and/or 3012-d of the Education Law of either effective or highly effective in at least two (2) of the three (3) preceding years, and if the teacher receives an ineffective composite or overall rating in the final year of the probationary period the teacher shall not be eligible for tenure at that time. (FY 21/22 September #1) 5-0-0
- F22. APPRVE CNTR NORMAN HWD** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the Contract between Marion Central School District and The Norman Howard School as presented. (FY 21/22 September #1)
- F23. TEMP CAFE/RECESS MONITOR** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of **Cassandra Pittman** as a temporary cafeteria/recess monitor at Marion Elementary School effective September 7, 2021 for the 2021-22 school year; rate: \$12.50/hr. (FY 21/22 September #1)

- F24. APPRV NON-CERT SUBST** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves **Cassandra Pittman** as a Non-Certified Substitute Teacher Assistant and Teacher Aide for the Marion Central School District, fingerprints on file. (FY 21/22 September #1)
- F25. TEMP CAFE/RECESS MONITOR** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of **Kaitlin Gilman** as a temporary cafeteria/recess monitor at Marion Elementary School effective September 7, 2021 for the 2021-22 school year; rate: \$12.50/hr. (FY 21/22 September #1)
- F26. APPRV CREATE TA POSITION** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the creation of a 1.0 FTE Teacher Assistant position for Marion Jr-Sr High School. (FY 21/22 September #1)
- F27. APPRV CREATE TRAFFIC MON** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the creation of a Traffic Monitor stipend position for Marion Elementary School for the 2021-22 school year. (FY 21/22 September #1)
- F28. APPROVE SUB FOOD SVC HLP** RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves **Alice Yatteau** as Substitute Food Service Helper for Marion Central School District. (FY 21/22 September #1)
- G. COMM AGENDA COMMENTS** An opportunity for community comments on agenda items was given. No questions or comments were made.
- H. ADJOURNMENT** Motion by Mr. Monroe, seconded by Mr. Reesor, and unanimously carried by Board members present the following resolution: BE IT RESOLVED, that the Board of Education approves the adjournment of its September 13, 2021, meeting at 7:06 PM.

Respectfully Submitted,

Nadine A. Mitchell
School District Clerk

9/13/21

Dear Mr. Bavis;

I would like to formally recommend Anne Monahan for the position of Probationary Teacher Assistant. Anne has strong experience as a TA in a nearby district and I am thrilled to have her join our team here at Marion.

Sincerely,

Shane Dehn

**OT Sharing Agreement
Between
Williamson Central School District
And
Marion Central School District
2021-22**

This is an Agreement made by and between Williamson CSD and Marion CSD pursuant to Section 119-0 of the General Municipal Law for the purpose of establishing the terms and conditions for sharing of Occupational services.

Whereas, the Williamson CSD and Marion CSD both desire to realize economic savings by sharing Occupational Therapist services and.

Whereas, Williamson CSD is willing to assign Andrea Habecker, an Occupational Therapist, to serve one day (1.0) a week for the 2021-22 school year to Marion CSD.

It is Hereby Agreed:

- 1) Commencing for the term beginning September 1, 2021 and ending June 30, 2022, Andrea Habecker will serve as an Occupational for both Williamson CSD and Marion CSD. Ms. Habecker will remain in employment of Williamson CSD and will retain all seniority and other employment rights that accrue to a full time employee of Williamson CSD and will not be deemed an employee of Marion CSD.
- 2) During the 2020-21 school year, Williamson CSD will reduce Ms. Habecker's duties by one day a week will release her to perform OT for Marion CSD.
- 3) Marion CSD will reimburse Williamson CSD for 20% of Ms. Habecker's annualized salary of \$70,858 and benefits (total \$32,6995) for the school year totaling \$20,710.58 in semi-annual payments (2 payments of \$10,355.29).
- 4) While performing duties in Marion CSD, Ms. Habecker will report to the Director of Special Services or designee with respect to performance of their duties as if she was an employee of the Marion CSD. The Superintendent of Williamson or her designee will have no authority or responsibility to supervise neither in the performance of her OT duties for the Marion CSD.

- 5) Any travel required within a specific district for Ms. Habecker will be the responsibility of the individual district.

- 6) This is an Agreement only for the sharing of the services of Ms. Habecker between Williamson CSD and Marion and does not imply that either district is performing a service for the other. By this Agreement, neither district assumes responsibility or liability for the performance of either in their duties for the other.

Approved by:
Williamson Central School District



Date 9/14/20

Approved by:
Marion Central School District

Date _____

Kathleen Goodridge
PO Box 89
Morristown, NY 13664

9/17/2021

Marion Central School District
4034 Warner Rd.
Marion, NY 14505

Mr. Bavis, Mr. Walker, Mr. Bushart and Board of Education Members,

This letter is meant to serve as an official notice of my resignation due to retirement. After 25 years of service to MCS I have decided to enter the next phase of my life. My last day of work will be on 10/15/21:

It has been an honor to help Mr. Bushart with the Food Service Department at Marion. He has been a great boss to work with and for. I will miss the students and my great coworkers.

I appreciate as a parent having been given the opportunity to work at MCS while my kids were in school, and I could be off when they were. Marion School has a very homey atmosphere and so I continued to work here after they all graduated. Thank you for your support over the last 25 years.

Sincerely,


Kathleen (Kitty) Goodridge

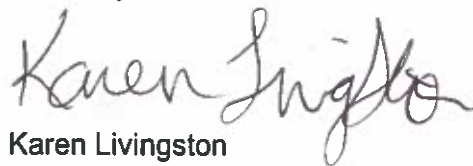
September 20, 2021

Donald Bavis, Superintendent
Marion Central School District
4034 Warner Road
Marion, NY 14505

Dear Mr. Bavis,

I am writing to inform you that I am pregnant and expecting a baby on February 21, 2022. I intend to continue working in my current position as School Counselor until otherwise advised by my OB/GYN. Once my doctor informs me of my last day of work, I will let you know immediately. I will use sick days during my pregnancy related disability per the MTA contract. Once this ends, I would like to request child rearing leave with an anticipated date of return to be November 1, 2022. I will keep you informed once the baby is born as to any changes in my anticipated date of return to work.

Sincerely,

A handwritten signature in cursive script that reads "Karen Livingston". The signature is written in black ink and is positioned above the printed name.

Karen Livingston



Nadine Mitchell <nmitchell@marioncs.org>

BOE approval

1 message

Ellen Lloyd <elloyd@marioncs.org>
To: Nadine Mitchell <nmitchell@marioncs.org>

Mon, Sep 20, 2021 at 11:51 AM

Nadine,

I would like to recommend Jared DeLyser and Paul Byron to split the MES traffic monitor position. Jared will do AMs and Paul will do PMs.

Thank you,
-e

--
Dr. Ellen M. Lloyd
Marion Elementary Principal
(315) 926-4256

**** ASSET SURPLUS ****

WHEREAS, the Marion Central School District has determined the listed assets have no further use; and

WHEREAS, the administration shall oversee the disposal of these items in accordance with board of education policy;

NOW THEREFORE, BE IT RESOLVED THAT the Marion Central School District does hereby surplus the listed assets.

Hunter Tire Changer model TC2000, Asset ID A00068438

Hunter Wheel Balancer model DSP7700, Asset ID A00068533

2011 Chevrolet Suburban Tag 46

High Jump Mat manufacturer GIL model VP500

Warren Bushart
Kathleen Goodrich
Barbara Taylor

Please accept this as written notification for my resignation of permanent position effective *November 12, 2021.*

Performing my assigned duties is becoming increasingly difficult due to orthopedic issues. Marion Central would be better served utilizing someone with better mobility in the kitchen fast paced atmosphere.

I will consider per diem substitute duties after January 1, 2022.

Thank you for allowing me the opportunity to serve Mrion Central School.

Sincerely,

Patti Herman

Patti Herman

Sept. 20, 2021

*W. Bushart
9/21/21*