

**BABYLON UNION FREE SCHOOL DISTRICT
50 RAILROAD AVENUE, BABYLON, NY 11702**

**BABYLON SCHOOL BOARD REGULAR BUSINESS MEETING
REVISED AGENDA
AUGUST 8, 2022**

- I. Call to Order - 6:00 p.m.
- II. Executive Session
It is anticipated that upon a majority vote of the total membership of the Board, a motion to meet in Executive Session to discuss specific collective bargaining, personnel issues, and/or other specific matters appropriate for executive session in accordance with the Open Meeting Law will be considered. Following executive session, the Board will reconvene at approximately 7:00 p.m.
- III. Pledge of Allegiance - 7:00 p.m.
- IV. Approval of Minutes of the Reorganization/Regular Meeting of July 7, 2022.
- V. Committee Reports
 - a. Audit Committee
 - b. Finance Committee
 - c. Buildings & Grounds
 - d. Technology Committee
 - e. Curriculum Committee
 - f. Policy Committee
- VI. Superintendent's Report
 - a. News & Updates around the District
- VII. Questions/Comments from Visitors – Please stand and state your name.
- VIII. New Business
 1. **RESCIND LEAVE REPLACEMENT TEACHER APPOINTMENT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education rescinds the appointment of Ashley Jones as a full-year leave replacement teacher for the 2022-2023 school year to cover Melissa Callahan. Compensation for this appointment to be Step 2/MA of the 2022-2023 Babylon Teachers Association Contract. (\$66,092).
 2. **PROBATIONARY SCIENCE TEACHER: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the appointment of Ashley Jones as a Probationary Science Teacher effective September 1, 2022 to September 1, 2025*. Compensation for this assignment to be Step 3/MA of the 2022-2023 Babylon Teachers' Association contract. Ms. Jones holds a New York State certification in science. (\$68,427)
 3. **LEAVE REPLACEMENT TEACHER APPOINTMENT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the appointment of Brittany Burke as a leave replacement teacher for Cecilia Kaufmann, Special Education Teacher, effective September 1, 2022 through December 9, 2022. Compensation for this appointment to be Step 2/BA45/MA of the 2022-2023 Babylon Teachers Association Contract. (\$66,092).
 4. **SUMMER MUSIC PROGRAM CASUAL APPOINTMENTS: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the following casual appointments for the summer music program from July 5, 2022 to August 4, 2022. Compensation for these positions to be in accordance with the 2022-2023 Babylon Teachers Association contract. (\$46.50/hour)
Teachers: Paul Grisafi, Don Meier
 5. **FOOD SERVICE APPOINTMENTS: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the following food service appointment for the summer, from July 1, 2022 to August 31, 2022:
Maggie Kelland as Administrative Assistant (\$22.94/hr)

6. **CASUAL APPOINTMENT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the following casual appointment from September 1, 2022 through June 30, 2025. Compensation for this position to be in accordance with the 2022-2023 Babylon Teachers' Association Contract. (\$9,492).

Grades 7-12 Science Curriculum Coordinator

Marissa Scholl

7. **PART-TIME SECURITY GUARD APPOINTMENT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the appointment of Joseph A. LaSala as a part-time security guard effective September 1, 2022 to June 30, 2023. Compensation for this position to be at the security guard hourly rate of pay of \$19.00/hour.
8. **PART-TIME SECURITY GUARD APPOINTMENT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the appointment of Elex Garcia as a part-time security guard effective September 1, 2022 to June 30, 2023. Compensation for this position to be at the security guard hourly rate of pay of \$19.00/hour.
9. **PART-TIME SECURITY GUARD APPOINTMENT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the appointment of Catalina Anderson as a part-time security guard effective September 1, 2022 to June 30, 2023. Compensation for this position to be at the security guard hourly rate of pay of \$19.00/hour.
10. **PART-TIME SECURITY GUARD APPOINTMENT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the appointment of Joseph Tobia as a part-time security guard effective September 1, 2022 to June 30, 2023. Compensation for this position to be at the security guard hourly rate of pay of \$19.00/hour.
11. **PART-TIME CLERICAL AIDE ASSISTANT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the appointment of Tara O'Rourke as a part-time clerical aide assistant effective September 1, 2022 to June 30, 2023. Compensation for this assignment to be \$15.00/hour.
12. **PART-TIME AIDE APPOINTMENTS: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the following part-time aide appointments from September 1, 2022 to June 30, 2023. Compensation for these positions to be in accordance with the 2022-2023 Aides and Monitors Association contract. (Step 1-\$18.62, Step 2-\$18.94, Step 3-\$19.30)

Elementary School

Terry Altieri	Stephanie Bohland	Christina Carini	Lisa Carmody
Patricia Cresciullo	Cindy Gerdjikian	Robyn Gricka	Farzana Karimi
Deena Lepper	Jennifer Luczak	Alicia Lulley	Lisa Nerney
Donna Russo	Patricia Snider	Denise Szymanski	Patricia Tanner
Gina Vano	Christina Vergano	Meeghan Weidenmuller	Rose Vittorio

Grade School

Karen Altieri	Diane Szuchy	Lisa Harvey	Colleen Coll
Isabel DeChiaro	Ana Morales	Heather Tenety	Eileen Martin
Gina O'Hara – library & breakfast aide		Veronica Cutchall- health office aide	

High School

Claire Joseph	Josephine Roche	Barbara Tighe	Maria Gangone
Ellen Altieri	Jeanmarie Flaughner	Alice Lydakakis	Anna Schaefer
Annamarie Marinelli	Michelle Melanphy	Joanne Dee	

13. **PART-TIME MONITOR APPOINTMENTS: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the following part-time monitor appointments from September 1, 2022 to June 30, 2023. Compensation for these positions to be in accordance with the 2022-2023 Aides and Monitors Association contract. (Step 1-\$17.32, Step 2-\$17.63, Step 3-\$18.00)

Elementary School

Janet Archbold	Deena Lepper	Mary Ann Matarese	Kathy Manoleas
Alexa Tenety	Christina Piacquadro	Christine Rosenberg	Debra Trosper

Grade School

Vanessa Irizarry	Melissa Vitolano	Tracey Bellone	Karla Gutierrez
Evelyn Ippolito	Lauren Holbrook	Janis Manco	Erica Byrnes
Karen Bryan			

14. **SUBSTITUTE MONITOR/AIDE APPOINTMENTS: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the following substitute monitor/aide appointments effective September 1, 2022 to June 30, 2023. Compensation for these assignments to be in accordance with the substitute monitor/aide pay. (\$15.00/hour)

Elementary School

Madison Baudille	Hunter Howard	Kevin Keith
------------------	---------------	-------------

Grade School

Cynthia Theiss	Yuko Doll
----------------	-----------

High School

Rachel Higgins

15. **PER DIEM SUBSTITUTE TEACHER APPOINTMENTS: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the appointment of following per diem substitute teachers for the 2021-2022 school year. Compensation for these assignments to be at the substitute teacher per diem rate of pay scale: Days: 1-30 \$110.00; Days: 31-60 \$120.00; Days: 61-90 \$130.00; Over 91 days: \$140.00.

Elementary School

Robyn Beeber	Kristin Corso	Kaitlyn Fitzgerald	Alyssa Intreglia
Therese Noto	Josephine Poio		

Grade School

Nicole Ruiz	Cassie Johnson	Jennifer Velazquez	Joe Rossi
Cindy Theiss			

16. **CASUAL APPOINTMENTS: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education appoints the following coaching appointments for the Fall 2022 season. Compensation for these appointments to be in accordance with the 2022/2023 Babylon Teachers' Association Contract.

JV Field Hockey	Hannah McGarvey	\$5,048
-----------------	-----------------	---------

17. **CASUAL APPOINTMENT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves Rob Andrews as an athletic supervisor, compensation to be as follows: Jr. High Contests at \$74.50/hour, Jr. Varsity and Varsity at \$94.00/hour and Varsity Football and Boys/Girls Basketball at \$113.00/hour.

-
18. **TEMPORARY COACHING LICENSE**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the temporary coaching license of Trish Evangelista, coaching soccer 7-12, 1st application.
 19. **SECOND READING POLICY 1950 SCHOOL DISTRICT ADULT-STUDENT RELATIONS (FRATERNIZATION): RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby conducts a second reading of Policy 9150 School District Adult-Student Relations (Fraternization) and **BE IT FURTHER RESOLVED**, that the Board of Education waives the formal second reading of policy, as attached.
 20. **ADOPTION of BOARD POLICY 9150 SCHOOL DISTRICT ADULT-STUDENT RELATIONS (FRATERNIZATION): RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves and adopts Policy 9150 School District Adult-Student Relations (Fraternization), as attached.
 21. **DESTRUCTION OF BALLOTS: WHEREAS**, on May 18, 2021, the Babylon Union Free School District conducted its Annual Budget Vote and Election; and **WHEREAS**, the District Clerk is currently in possession of all cast ballots resulting from such Annual Budget Vote and Election; and **WHEREAS**, the Record Retention and Disposition Schedule ED-1 provides for the destruction of such ballots after one (1) year from the date of the Annual Budget Vote and Election; and **WHEREAS**, at least one (1) year has elapsed from the date of the Annual Budget Vote and Election held on May 18, 2021 and no proceedings have been commenced with regard to such Annual Budget Vote and Election; and **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Education of the Babylon Union Free School District hereby orders the destruction of all cast ballots resulting from the May 18, 2021 Annual Budget Vote and Election.
 22. **DISPOSAL OF OBSOLETE EQUIPMENT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the disposal of the following obsolete equipment: 1 Communication Builders, Level 7 (Babylon Tag #20180164) and a Nova Chat (Babylon Tag #20092630). The equipment no longer works and cannot be repaired.
 23. **DISPOSAL OF OBSOLETE/DAMAGED FURNITURE: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the disposal of excess obsolete and/or damaged furniture from the Babylon Jr./Sr. High School, Babylon Memorial Grade School, and Babylon Elementary School. The furniture/equipment no longer works, cannot be repaired and is below the capitalization threshold.
 24. **SPECIAL EDUCATION CONSULTANT SERVICES CONTRACT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the special education consultant service contract for the 2022-2023 school year between the Babylon Union Free School District and MF Tobin Consultant, Corp.
 25. **SPECIAL EDUCATION CONSULTANT SERVICES CONTRACT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the special education consultant service contract for the 2022-2023 school year between the Babylon Union Free School District and AHRC.
 26. **SPECIAL EDUCATION CONSULTANT SERVICES CONTRACT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the special education consultant service contract for the 2022-2023 school year between the Babylon Union Free School District and CJI Consulting, Inc.
 27. **SPECIAL EDUCATION CONSULTANT SERVICES CONTRACT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the special education consultant service contract for the 2022-2023 school year between the Babylon Union Free School District and Kids in Action of Long Island, Inc.

-
28. **SPECIAL EDUCATION CONSULTANT SERVICES CONTRACT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the special education consultant service contract for the 2022-2023 school year between the Babylon Union Free School District and The Long Island Home d/b/a South Oaks Hospital.
29. **SPECIAL EDUCATION CONSULTANT SERVICES CONTRACT: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the special education consultant service contract for the 2022-2023 school year between the Babylon Union Free School District and Lindenhurst Union Free School District.
30. **COMMITTEE ON SPECIAL EDUCATION AND COMMITTEE ON PRESCHOOL SPECIAL EDUCATION: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the recommendations from the Committee on Special Education and the Committee on Preschool Special Education for cases dated January 20, 2022 through July 29, 2022. (Note, some of these meetings occurred earlier in the school year, however, could not be finalized until after the culmination of the school year.)
31. **DISTRICT & SCHOOL SAFETY PLANS: RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education adopts the District and School Safety Plans for the 2022-2023 school year.
- IX. Other Business
- a. Babylon Elementary and Grade School Principals' Summer Meet and Greet
-Thursday, August 11, 2022. Babylon Elementary School at 6:00 p.m. and
Babylon Memorial Grade School at 7:00 p.m.
- X. Representatives of Organizations – Please stand and state your name.
- XI. Questions/Comments from Visitors – Please stand and state your name.
- XII. Future Board Meetings: BOE Regular Business Meeting
Monday, August 22, 2022
BHS Library - 7:00 p.m.
- XIII. Adjournment

**In order to be eligible for tenure, an individual receiving a probationary appointment as a classroom teacher or building principal shall have received composite or overall annual professional performance review ratings pursuant to Education Law section 3012-c and/or 3012-d of either effective or highly effective in at least three of the four preceding years and if the classroom teacher or building principal receives an ineffective composite or overall rating in the final year of the probationary period he or she shall not be eligible for tenure at that time. Classroom teacher and building principal means a classroom teacher or building principal as such terms are defined in sections 30-2.2 and 30-3.2 of the regulations of the Commissioner of Education.*

DRAFT 9150

BABYLON UNION FREE SCHOOL DISTRICT

**SCHOOL DISTRICT ADULT-STUDENT RELATIONS
(FRATERNIZATION)**

POLICY INTENT

The Board of Education requires that all Babylon Union Free School District (herein referred to as the "District"), employees, service providers, and District vendors (herein referred to as "School District Adults") maintain a professional and ethical relationship with students that is conducive to an effective and safe learning environment, and that School District Adults shall act as role models for students at all times, whether on or off school property and both during and outside of school hours. School District Adults shall establish appropriate professional boundaries with students and not engage in any behavior that is unprofessional or could lead to even the appearance of impropriety.

School District Adults are prohibited under any circumstances from engaging in any unacceptable or inappropriate conduct with students, as defined in Sexual Harassment Policy 0110 and Sexual Harassment Policy Regulation 0110-R, regardless of a student's age and/or whether or not the student welcomes the behavior and/or reciprocates the attention. Any unprofessional relationship is considered highly unethical, in violation of District policy, and may result in the notification to law enforcement officials and the filing of criminal charges and/or disciplinary action by the District, up to and including termination of employment and/or services. Any inappropriate behavior, criminal or not, reported may result in the permanent loss of responsibilities not protected by tenure should the District find the complaint credible after an investigation.

COMMUNICATION WITH STUDENTS

All communication with a student must only occur through official District-approved platforms (e.g.: District-assigned email, as well as other approved District communication platforms). Communication with students via text messages, social media, or any platform that is NOT approved by the District is strictly prohibited.

PROHIBITED CONDUCT

All School District Adults, as defined in this policy, are prohibited under any circumstances to engage in any of the following types of prohibited conduct, regardless of whether the conduct occurs on or off school property or whether the conduct occurs during or outside of school hours. The following list of prohibited conduct is not intended to constitute the entire list of conduct for which discipline may be imposed:

- (a) Engaging in any unacceptable conduct with students, as defined in Sexual Harassment Policy 0110 and Sexual Harassment Policy Regulation 0110-R; [\[082321 00008AB.pdf \(babylon.k12.ny.us\)\]](#)
- (b) Engaging in any sexual conduct or sexual contact with students, including but not limited to inappropriate physical displays of affection or sexually suggestive comments between staff and students, regardless of whether staff or student initiates the behavior, whether the relationship is consensual, or whether the student has parental permission, on or off school property;

- (c) **Grooming¹.**
- (d) **Fostering, encouraging, or participating in inappropriate emotionally or socially intimate relationships with students in which the relationship is outside the bounds of the reasonable, professional adult-student relationship and in which the relationship could reasonably cause a student to view the School District Adult as more than a teacher, administrator, or advisor;**
- (e) **Initiating or continuing communications with students for reasons unrelated to any appropriate purpose, including oral or written communication; telephone calls; electronic communication such as texting, instant messaging, email, chat rooms, or other social networking sites; webcams; or photographs. Electronic and online communications with students must only occur through official District-approved platforms (e.g.: District-assigned email, as well as other approved District communication platforms). Communication with students via text messages, social media, or any platform that is NOT approved by the District is strictly prohibited;**
- (f) **Socializing with students outside of class time for reasons unrelated to any appropriate purpose in such a manner as to create the perception to other District staff, other students, parents or the public that an unprofessional relationship or inappropriate favoritism exists;**
- (g) **Providing alcohol or drugs to students (regardless of age) and associating with students who are under the influence of drugs or alcohol off school property; and**
- (h) **Engaging in any criminal sexual contact and/or sexual relations, as defined by the New York State Penal Law, with a student.**

REPORTING AND INVESTIGATING PROCEDURES:

- (a) **Any person with knowledge or reasonable suspicion² of a School District Adult engaging in prohibited conduct, as enumerated in this policy, but not limited to, with student(s), shall report the incident to any staff member who in turn must follow the official reporting process noted in Step #2 below within 48 hours.**
- (b) **As mandated reporters, all school District employees, service providers, and /or District vendors who have knowledge or a reasonable suspicion of other School District Adults engaging in prohibited conduct with student(s), shall report the incident through state-**

¹ *Grooming* consists of, but is not limited to, building trust with a student in an effort to gain access to and have alone time, with the ultimate goal of engaging in intimate or sexual conduct and/or contact with students. Specifically, it is the systematic "physical and psychological desensitization of a child through engagement in a behavior or set of behaviors used to develop trust, gain access to build rapport, create opportunity, establish compliance, and ensure secrecy of a target victim." Taken from *Grooming Hurts Too: The Effects of Types of Perpetrator Grooming on Trauma Symptoms in Adult Survivors of Child Sexual Abuse*. Wolf and Pruitt. *Journal of Child Sexual Abuse* (2019).

² For purposes of this policy, *Reasonable Suspicion*, is defined as a particularized and objective basis, supported by specific and articulable facts, for suspecting a person of prohibited conduct. (Black's Law Dictionary: 11th ed 2019).

mandated reporting procedures. They must also report to the District's Title IX Officer and through the official District reporting process as outlined in the Sexual Harassment Policy 0110 – R section titled "Reporting Complaints." For purposes of clarity, state mandated reporting includes notifying law enforcement of cases that define "Child Abuse in the Educational Setting", notifying the New York State Education Department Part 83 Office, and/or notifying Child Protective Services (CPS), if applicable, when child abuse occurs in the home setting.

- (c) All complaints (including, but not limited to, complaints from current students and/or alumni) of prohibited conduct with student(s) shall also be investigated by the District pursuant to the Sexual Harassment Policy 0110 and 0110-R, regardless of when they allegedly occurred.
- (d) If a student initiates prohibited behavior toward a School District Adult, that adult shall document the incident and report it to his or her building principal/supervisor, the District Title IX Officer and through the official District reporting process.
- (e) In all cases, the District committee, consisting of those appointed annually by the Babylon Board of Education, shall promptly investigate all complaints of prohibited School District Adult-student conduct, and shall take prompt corrective action to stop such conduct immediately, if founded.
- (f) Reports of prohibited School District Adult-student conduct will be treated as confidential and private to the extent possible within legal constraints.
- (g) The willing violation of a mandated reporter's duty to report, based on one's knowledge or reasonable suspicion of prohibited School District Adult-student conduct, may result in the notification of law enforcement officials, the filing of criminal charges and/or disciplinary action by the District, including suspension and/or revocation of extracurricular duties and/or termination of employment/services.

PROHIBITION OF RETALIATION

The Board of Education prohibits any retaliatory behavior directed against complainants, victims, witnesses and/or any other individuals who participate in the investigation of allegations of inappropriate School District Adult-Student conduct. Follow-up inquiries and continuous monitoring shall be made to ensure that the alleged prohibited conduct has not resumed and that all those involved in the investigation have not suffered retaliation. Any act of retaliation is subject to appropriate disciplinary action by the District.

RESPONSIBILITY OF TRAINING

The principal of each school and/or program supervisor shall be responsible for providing an annual, age-appropriate training in the first trimester (grades K-6) or first quarter (grades 7-12) of each new school year to students, that informs students of the requirements of this policy, including the duty to report and the procedures established for investigation and resolution of complaints. A parent training will also be scheduled annually by the District. Newly hired District employees will receive a copy of this policy within 30 days of their official start date. Further, annual training shall be provided by the District to all School District Adults to facilitate their understanding and compliance with this policy. Documentation of training provided to School District Adults will be collected annually by the District, requiring employee signature upon completion of training; documentation of student trainings will be collected by each school principal and turned into the District Title IX Officer annually.

The District's policy shall be disseminated as appropriate to students, parents, and School District Adults. Further, this topic shall be addressed in the District Code of Conduct. [013120 Code of Conduct Policy 5300 Revised 1-13-2020.pdf (babylon.k12.ny.us)]

DISCIPLINARY SANCTIONS

Any School District Adult who violates this policy shall be subject to appropriate disciplinary measures up to and including termination of employment and/or services in accordance with legal guidelines, District policy and regulation, and the applicable collective bargaining agreements. A violation of this policy may also subject the School District Adult to criminal and/or civil sanctions as well as disciplinary action by the State Education Department.

Ref: Title IX of the Education Amendments of 1972, 20 United State Code (USC)

Section

1681 et seq.

Education Law Article 23-B

Social Service Law Sections 411-428

9 New York Code of Rules and Regulations (NYCRR) Part 83

Adoption Date: January 11, 2016

Amendment Date: