

## MINUTES OF BABYLON SCHOOL BOARD REGULAR MEETING

**DATE OF MEETING:** April 13, 2015  
**PLACE:** Babylon Junior-Senior High School, 50 Railroad Avenue, Babylon, NY 11702

### Members Present

Mrs. Lisa McKeown, President  
Mr. Dominic P. Bencivenga, Vice President  
Mrs. Elizabeth Altbacker  
Mrs. Carol Dell'Erba  
Mrs. Ann Donaldson  
Mrs. Linda Jurs  
Mr. Dominick Montalto

### District Superintendent

Mr. Richard S. Rozakis

### Central Office Administration

Dr. Peter Daly, Deputy Superintendent  
Mr. Daniel D'Amico, Assistant Superintendent for Curriculum and Instruction

### District Clerk

Linda Pesce

### **CALL TO ORDER**

The meeting was called to order at 6:30 p.m. by Mrs. McKeown, President. At this time a motion to move into Executive Session for the purpose of discussing the employment history of particular individuals, negotiations and advice from counsel was made by L. Jurs, seconded by D. Bencivenga and approved. (7-0). Public Session resumed at 7:30 p.m. at which time Mrs. McKeown, President, led the assemblage in the Pledge of Allegiance.

### **MINUTES**

The Minutes of the Regular Meeting of March 9, 2015, Special Work/Study Meeting of March 16, 2015 and Work/Study Meeting of March 23, 2015 and Special Meeting of April 1, 2015 was approved on motion by D. Bencivenga and seconded by C. Dell'Erba.(7-0)

### **TREASURER'S REPORT**

The Treasurer's and Business Office Financial Reports and Extra Curricular Fund Report for February 2015 were approved on motion by L. Jurs and seconded D. Montalto. (7-0)

### **SUPERINTENDENT'S REPORT**

Student Council Delegates reported that BHS Presents is this week. Performance dates are April 17-18. They also reported on events in the Art and Science Departments. The Board of Education recognized music students who participated in the SCMEA All County Festival. Mr. DeJoseph, Director of Athletics, Physical Education and Health, presented on the current State of the Physical Education, Athletics, Health and Wellness programs. The presentation can be found on the district's website. Dr. Daly presented the proposed 2015-2016 budget. The Board of Education responded to the budget presentation with suggestions which included exploring the addition of a STEM teacher or FLEX/FLES program, a request for additional funds for the arts, possibly adding American Sign Language in 7/8 grades, adding back assistant coaches, and adding Junior High level teams for cheerleading and baseball. The Board of Education scheduled a meeting on April 20, 2015 to approve the school budget and property tax report card.

### **COMMITTEE REPORTS**

Mrs. Donaldson, audit committee chair, reported that the Board of Education will be adopting the Federal Single Audit for the 2013-2014 school year this evening. Mr. Bencivenga, buildings and grounds committee chair, reported that representatives from BBS updated the Board and community regarding the turf field at its last meeting. Mr. Bencivenga also reported that there have been questions regarding the care of the PTA garden and will be scheduling a committee meeting. Mrs. Dell'Erba, curriculum committee chair, reported that the committee scheduled a meeting for Wednesday, April 22 at 7:00 p.m. Mrs. Altbacker, policy committee chair, scheduled a meeting for April 20 at 6:30 p.m. All meetings will be posted on the district's website.

**BOARD AGENDA ITEMS** The Board of Education addressed questions from visitors on agenda items.

New Business

- RESIGNATION** 1. **RESIGNATION: RESOLVED**, that the Board of Education accept the resignation of Kim Ricchiuti, elementary teacher, effective July 1, 2015 with regret and best wishes for a happy and healthy retirement.  
On motion by D. Bencivenga, seconded by D. Montalto, Resolution 1 was approved. (7-0)
- RESIGNATION** 2. **RESIGNATION: RESOLVED**, that the Board of Education accept the resignation of Timothy Doherty, custodial worker, effective March 30, 2015 with regret and best wishes for a happy and healthy retirement.  
On motion by C. Dell’Erba, seconded by L. Jurs, Resolution 2 was approved. (7-0)
- RESIGNATION** 3. **RESIGNATION: RESOLVED**, that the Board of Education accept the resignation of Vincent E. Whitnum, maintenance worker I, effective April 27, 2015 with regret and best wishes for a happy and healthy retirement.  
On motion by D. Bencivenga, seconded by C. Dell’Erba, Resolution 3 was approved. (7-0)
- OMNIBUS MOTION** On motion by D. Bencivenga, seconded by L. Jurs a motion to omnibus Items 4-13 was approved (7-0).  
On omnibus motion by D. Bencivenga, seconded by L. Jurs Items 4-13 were approved (7-0).
- LEAVE OF ABSENCE** 4. **LEAVE OF ABSENCE: RESOLVED**, that the Board of Education approve the request from Shannon Saturno, special education teacher, for an unpaid childcare leave of absence commencing September 1, 2015 to January 28, 2016.
- PART-TIME APPOINTMENT/SUBSTITUTE TEACHER** 5. **PART TIME APPOINTMENT/SUBSTITUTE TEACHER: RESOLVED**, that the Board of Education approve the appointment of Laura Doherty as a part-time (.4) art teacher and part-time (.6) substitute teacher assigned to the Babylon Junior-Senior High School effective April 14, 2015 to June 30, 2015. Compensation for this assignment to be .4 FTE of Step 1 of the MA column of the 2014-2015 teachers’ salary schedule prorated and .6 FTE of the substitute teacher per diem pay.
- RESCIND APPOINTMENT/APPOINTMENT** 6. **RESCIND APPOINTMENT/APPOINTMENT: RESOLVED**, that the Board of Education rescind the appointment of Jacie Chatterton as grade school administrative assistant effective Monday, April 13, 2015 to June 30, 2015 and **BE IT FURTHER RESOLVED**, that the Board of Education approve the appointment of Richard Punzone as grade school administrative assistant effective Monday, April 13, 2015 to June 30, 2015. Compensation for this assignment to be in accordance with the Babylon Teachers Association Contract.
- CASUAL APPOINTMENT** 7. **CASUAL APPOINTMENT: RESOLVED**, that the Board of Education approve the casual appointment of Michael Breiner as the Club Invention: Trash Island for Grade 5 club advisor for the 2014-2015 school year. Compensation for this assignment to be in accordance with the Babylon Teachers Association Contract.
- VOLUNTEER APPOINTMENT** 8. **VOLUNTEER APPOINTMENT: RESOLVED**, that the Board of Education approve Elizabeth Altbacker as a music volunteer to assist in the orchestra of the 2015 school musical.

**NON-PERMANENT  
SUBSTITUTE  
TEACHERS  
APPOINTMENT**

9. **NON-PERMANENT SUBSTITUTE TEACHERS APPOINTMENT: RESOLVED**, that the Board of Education approve the following non-permanent substitute teachers effective April 14, 2015 to June 30, 2015. Compensation for this assignment to be \$100.00/day.  
Cheryl Murphy Josephine Kavanagh

**HEALTH AND  
SERVICE  
AGREEMENTS**

10. **HEALTH AND SERVICE AGREEMENTS: RESOLVED**, that the Board of Education approve the Health and Welfare Service Agreements between Babylon UFSD and the Bay Shore UFSD, East Islip School District, Hicksville Public Schools, Jericho UFSD, Sachem Central School District and Uniondale UFSD the 2014-2015 school year.

**COMMITTEE ON  
SPECIAL EDUCATION  
AND CPSE**

11. **COMMITTEE ON SPECIAL EDUCATION AND COMMITTEE ON PRESCHOOL SPECIAL EDUCATION: RESOLVED**, that the recommendations from the Committee on Special Education and Committee on Preschool Special Education for cases dated December 2014-April 2015, be approved.

**FEDERAL SINGLE  
AUDIT REPORT**

12. **FEDERAL SINGLE AUDIT REPORT: RESOLVED**, that the Board of Education approve the Federal Single Audit Report conducted by Cullen & Danowski, LLP for the 2013-2014 school year.

**FUND SURPLUS  
RESOLUTION  
AGREEMENT  
AND RELEASE**

13. **FUND SURPLUS RESOLUTION AGREEMENT AND RELEASE:** This Fund Surplus Resolution Agreement And Release (“Agreement”) is by and between the Babylon UFSD (“District”), 50 Railroad Avenue, Babylon NY 11702, and the Board of Cooperative Educational Services Rensselaer - Columbia - Greene Counties (“Questar III”, which shall be defined to include Questar III’s Board members, administrators, officers, employees, attorneys, agents, representatives, successors and assigns), 10 Empire State Boulevard, Castleton, NY 12033. The District and Questar III may be referred to collectively herein as the “Parties.” **WHEREAS**, Questar III retained D’Arcangelo & Co, LLP (“D’Arcangelo”) to conduct an independent audit of the funds that Questar III has accrued for purposes of satisfying future liabilities for post-retirement and other post-employment benefits (“OPEB”); and **WHEREAS**, D’Arcangelo issued an Agreed-Upon Procedures Report on July 21, 2014 (the “Report”) which, among other things, confirmed the total balance of funds accrued by Questar III for OPEB purposes as of June 30, 2013 and, of that balance, amounts that could be returned to the component and non-component school districts who participated in the relevant programs conducted by Questar III (“Accrual Amount”); and **WHEREAS**, the Questar III Board has adopted a plan by which the OPEB Accrual Amount will be returned to such component and non-component school districts (the “Plan”), utilizing the basis for return set forth in the Report, and **WHEREAS**, the Plan has received approval from the State Education Department; and **WHEREAS**, the Parties hereto wish to memorialize the terms by which the District will participate in the Plan; **NOW, THEREFORE, THE PARTIES HEREBY AGREED AS FOLLOWS:**
1. Questar III will return to the District a total of \$1,615.29 (the “Payment Amount”), which by this Agreement shall be deemed to constitute the District’s full and complete entitlement to its share of the OPEB Accrual Amount. The Payment Amount shall be returned over a period not to exceed five years as follows:

District: Babylon UFSD

Year ending June 30,	OPEB Accruals Return to be Credited to Administrative Levy	% of Total Return to District
2016	\$1,615.29	100
Total Return of OPEB Accruals to District	\$1,615.29	100

The Payment Amount as set forth above shall be returned in the form of a credit against the amount that the District otherwise is required to contribute to Questar III for non-component district CoSer charges in each of the school years set forth in the Payment Schedule above. If the portion of the Payment Amount to be returned in any school year exceeds the amount that the District must otherwise remit to Questar III, the excess balance shall be added to the portion of the Payment Amount to be returned in the next subsequent school year pursuant to the above Payment Schedule. If any such excess balance remains after the final year of the Payment Schedule, the excess balance shall be credited against the District's required contribution to Questar III in the next subsequent school year, and any additional school years as may be necessary to fully return the Payment Amount to the District. In no case shall Questar III be required to return any portion of the Payment Amount in the form of a cash payment to the District, or in any other manner except as set forth herein.

2. The District hereby accepts the return of the Payment Amount, as set forth herein, as full and complete satisfaction of any claim or entitlement the District would otherwise have, by law, contract, equity or otherwise, to return of any portion of the Accrual Amount.

3. In consideration for the return of the Payment Amount as set forth herein, the District hereby releases and discharges Questar III from any and all obligations, claims or liabilities, of any nature, that relate to the Accrual Amount and/or Questar III's OPEB accruals up to the date of execution of this Agreement, and the District hereby agrees that it will not commence, maintain or cooperate with any action, proceeding or claim in law or equity, of any nature or in any forum, against Questar III in relation to the Accrual Amount and/or Questar III's OPEB accruals up to the date of execution of this Agreement, which shall include but not be limited to any action, proceeding or claim in law or equity, seeking to recover (a) any portion of the Accrual Amount beyond that which is set forth in this Agreement, or (b) any other payment or relief that relates in any way to the Accrual Amount and/or Questar III's OPEB accruals up to the date of execution of this Agreement.

4. The District agrees that presentation of this Agreement shall serve as the District's unqualified and irrevocable consent to discontinue with prejudice any action, proceeding or claim in law or equity, commenced or maintained by or on behalf of the District and/or its officers in violation of the terms of this Agreement.

5. The Parties affirm that this Agreement fully and completely sets forth the agreed upon resolution of any rights, entitlements or claims that the District may have in relation to the Accrual Amount, and that no other promises or agreements have been made or would be effective in relation to the Accrual Amount.

6. The District and Questar III hereby each respectively affirm that the execution of this Agreement has been authorized by action of its Board of Education.

**OTHER BUSINESS**

Mr. Rozakis reported on the number of test refusals.

**REPRESENTATIVES  
OF ORGANIZATIONS**

As there were no representatives of organizations, the Board moved to the next item.

**QUESTIONS/  
COMMENTS FROM  
VISITORS**

Comments from visitors included questions regarding a theatre class, looking at current vendor contracts for cost savings, the status of resident questions regarding the transportation program.

**FUTURE BOARD  
MEETINGS**

A special Meeting of the Board of Education will be held on Monday, April 20, 2015 at 7:30 p.m. in the library of the Babylon Junior-Senior High School. Topics: Proposed 2015-2016 Budget Presentation and Adoption of Budget and Property Tax Report Card. A Work/Study meeting will be held on Monday, April 27, 2015. Topics: Discussion on Cyberbullying protocols and a presentation of responses to residents' transportation questions and discussing RFPs for a transportation consultant.

**ADJOURNMENT**

At 10:20 p.m., there being no other items for discussion, the meeting was adjourned on motion by D. Bencivenga, seconded by D. Montalto and approved. (7-0)