

**MINEOLA UNION FREE SCHOOL DISTRICT  
MINEOLA, NY**

**Budget Hearing/Workshop Meeting Agenda**

*The Mission of the Mineola Union Free School District is to inspire each student to be a life-long learner, pursue excellence, exhibit strength of character and contribute positively to a global society.*

**Board Goals - 2014-2015**

**Educational**

- To continue to align curriculum that assesses specific Common Core standards. These data must track individual student growth in the standards.
- Develop and implement a four-year plan to align High School coursework and partnerships in specific Career and Technical Education (CTE) strands.
- Explore partnerships with local universities to offer certificate programs to our students during his/her senior year.
- Continue to develop and encourage students to engage in college level coursework
- Continue to assess the District's Strategic Objectives and report on progress toward those objectives

**Facilities**

- Explore the feasibility of green technologies as part of the projects associated with our Capital reserve expenditures

**Finance**

- Not to exceed the allowable tax levy cap while continuing to maintain and enhance all of our programs.

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**DATE: May 7, 2015**

**LOCATION: Willis Avenue School**

**OPEN WORK SESSION      7:00 p.m. 2nd Floor Board Room**

**Board of Education**

Arthur Barnett, President  
Christine Napolitano, Vice President  
Patricia Navarra  
Nicole Matzer  
Margaret Ballantyne-Mannion

**Central Office**

Dr. Michael Nagler, Superintendent of Schools  
Jack Waters, Asst. Supt. for Finance & Operations  
Patricia Burns, Asst. Supt. of Curr., Instr., & Assess.  
Andrea Paggi, District Clerk

- A. Call to Order**
- B. Pledge of Allegiance**
- C. Reading of Mission**
- D. Moment of Silent Meditation**

**E. Dais & Visitor Introductions**

**F. High School Student Organization Report**

**G. BOE Reports**

**a. Comments from Board Trustees**

**b. Comments from Board President**

**c. Comments from Superintendent**

**H. Old Business**

**I. New Business**

**Employee Settlement Agreement**

**RESOLUTION # 48 - BE IT RESOLVED**, that the Board of Education of the Mineola Union Free School District hereby approves the terms of a Settlement Agreement and General Release with an employee whose identity has been made known the Board in executive session, accepts the letter of resignation annexed to the Settlement Agreement, and authorizes the Board President and Superintendent of Schools to execute said agreement on behalf of the Board and take the necessary steps to implement its terms.

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Yes:** \_\_\_\_\_

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**No:** \_\_\_\_\_

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**Passed:** \_\_\_\_\_

**Policy- First reading of revised Board Policies # 1100 to # 8470**

**RESOLUTION # 49- BE IT RESOLVED** that the Board of Education of the Mineola UFSD waives the first formal reading of revised Board Policies # 1110 - # 8470, due to its availability on the information table and online on the District website.

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Yes:** \_\_\_\_\_

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**No:** \_\_\_\_\_

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**Passed:** \_\_\_\_\_

**J. Consensus Agenda**

**RESOLUTION # 50- BE IT RESOLVED** that the Board of Education approves the consensus agenda items J.1.a. through J.6.b., as presented.

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Yes:** \_\_\_\_\_

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**No:** \_\_\_\_\_

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**Passed:** \_\_\_\_\_

1. **Accepting of Minutes**

- a. That the Board of Education accepts the minutes of the April 21, 2015 BOCES Vote Meeting as presented.

2. **Instruction**

a. **Preferred Eligibility List**

- 1. That the Board of Education approve the excessing of Jennifer Capella, ESL Teacher, effective June 30, 2015. She will be placed on the Preferred Eligibility List.

b. **Resignation(s)**

- 1. That the Board of Education accepts the resignation of Virginia Barrezueta, Permanent Sub, effective Monday, April 27, 2015.
- 2. That the Board of Education accepts the resignation of Edward T. Escobar, Mineola High School Principal, effective June 30, 2015.
- 3. That the Board of Education accepts the resignation of Dr. Whitney T. Smith, Assistant Principal, effective June 30, 2015.

c. **Leave(s) of Absence/Medical**

- 1. That the Board of Education approves a Medical Leave of Absence using accumulated sick days to Lucy Long, Teacher, effective October 27, 2014.
- 2. That the Board of Education approves a Medical Leave of Absence using accumulated sick days to Stephen Mitchell, Teacher, effective January 5, 2015.
- 3. That the Board of Education approves a Medical Leave of Absence using accumulated sick days to William DiGennaro, Teacher, effective March 23, 2015.
- 4. That the Board of Education approves a paid Medical Leave of Absence to Catherine Baker, Teacher, using accumulated sick days, effective April 29, 2015 to June 30, 2015.

d. Appointments Instruction

1. That the Board of Education approves the transfer of Dana McDonough, to the position of Leave Replacement Teacher for Catherine Baker, effective April 29, 2015 with no change in salary.
2. The Board of Education approves the appointment of Edward T. Escobar, to the position of Assistant Superintendent of Human Resources, effective July 1, 2015, and the authorizes the Board President to execute an employee agreement the terms of which have been reviewed by the Board in Executive Session.
3. That the Board of Education approves the appointment of Dr. Whitney T. Smith, to the position of Principal of Mineola High School, effective July 1, 2015. Salary: \$176,274. Probationary Period: July 1, 2015 to June 30, 2018.

e. Appointment(S) Sub Teacher per diem

The Board of Education accepts the following individual(s) as Per Diem Substitute Teacher(s) for the current school year, at a daily rate of \$100.00 per day; and retirees at a daily rate of \$125.00 per day.:

EMPLOYEE NAME

EMPLOYEE CERTIFICATION

1. Jenna R. Cavuto Childhood Ed(1-6), SWD(1-6)

f. Appointment(s) Coaches

That the Board of Education approves the appointment of the following coaches for the current school year:

<u>POSITION</u>	<u>EMPLOYEE NAME</u>	<u>STEP</u>	<u>STIPEND</u>
Strength & Conditioning	Christopher M. Schacca	Step 1	\$7,344.00

3. Civil Service

a. Resignation(s)

1. That the Board of Education accept the resignation of Stephen Graf, 10 month Bus Driver, effective June 12, 2015.

b. Appointments

1. That the Board of Education approve the appointment of AnaMaria Seeley, to the position of part time Teacher Aide at the High School, effective May 11, 2015. Salary will be \$13.74 per hour on Step 1.

c. Resignation(s)

1. That the Board of Education accept, with regret, the resignation of Guy Penny, part time Bus Attendant, for the purpose of retirement, effective April 1, 2015.

d. Leave(s) of Absence

1. That the Board of Education grant a request to Vivian Depascale, 12 month Bus Driver, for an Unpaid Medical Leave of Absence, due to injuries sustained in an accident, effective April 14, 2015.

e. Creation of New Position

1. That the Board of Education approve the summer position of part time Teacher Aide for the Technology Department, effective July 1, 2015 through August 31, 2015. Rate of pay would be the hourly rate and step according to the Teacher Aide schedule.

f. Appointment(S) Summer Bus Aides

That the Board of Education approves the following staff members as Summer Bus Aides from 7/1/15 through 8/31/15:

	<u>POSITION</u>	<u>EMPLOYEE NAME</u>	<u>SALARY</u>	<u>EFFECTIVE</u>
1.	Bus Attendant P/T	Daisy Aviles	\$39.38	07/01/2015
2.	Bus Attendant	Kathleen M. Diskin	\$32.03	07/01/2015
3.	Bus Attendant P/T	Dolores Delape	\$18.51	07/01/2015
4.	Bus Attendant P/T	Frances Lapoff	\$32.03	07/01/2015
5.	Bus Attendant	Giovanna Randazzo Klein	\$27.90	07/01/2015
6.	Bus Attendant	Michele S. Krumholz	\$32.03	07/01/2015
7.	Bus Attendant P/T	Rhonda A. Kaletsky	\$20.32	07/01/2015
8.	Bus Attendant P/T	Olga B. Santoli	\$11.73	07/01/2015

g. Appointment(S) Summer Bus Driver(s)

That the Board of Education approves the following staff members as Summer Bus Drivers from 7/1/15 through 8/31/15:

	<u>POSITION</u>	<u>EMPLOYEE NAME</u>	<u>SALARY</u>	<u>EFFECTIVE</u>
1.	Bus Driver	Julia D. Adames	\$25.00	07/01/2015
2.	Bus Driver	Maria E. Coleman	\$25.00	07/01/2015
3.	Bus Driver	Teresa Coleman	\$25.00	07/01/2015
4.	Bus Driver	Maria D. David	\$25.00	07/01/2015
5.	Bus Driver	Josefina Dasilva	\$25.00	07/01/2015
6.	Bus Driver	Lee Dunninger	\$25.00	07/01/2015
7.	Bus Driver	Joaquim M. Farinhas	\$25.00	07/01/2015
8.	Bus Driver	Francis X. Feeley	\$25.00	07/01/2015
9.	Bus Driver	Brian Flynn	\$25.00	07/01/2015
10.	Bus Driver	James G. Gallagher	\$25.00	07/01/2015
11.	Bus Driver	Gregory Glover	\$25.00	07/01/2015
12.	Bus Driver	Andrew G. Greenberg	\$25.00	07/01/2015
13.	Bus Driver	Nancy J. Jones	\$25.00	07/01/2015
14.	Bus Driver	Daniel McNamara	\$25.00	07/01/2015
15.	Bus Driver	Cecil R. Meikle	\$25.00	07/01/2015
16.	Bus Driver	Sandra T. Moon	\$25.00	07/01/2015
17.	Bus Driver	Ramona Mujica	\$25.00	07/01/2015
18.	Bus Driver	Yale B. Napier	\$25.00	07/01/2015
19.	Bus Driver	Ronald D. Pierrot	\$25.00	07/01/2015
20.	Bus Driver	Anthony C. Reid	\$25.00	07/01/2015
21.	Bus Driver	Gustavo Rodriguez	\$25.00	07/01/2015
22.	Bus Driver	Vincent J. Sanseverino	\$25.00	07/01/2015
23.	Bus Driver	Marta L. Saravia	\$25.00	07/01/2015
24.	Bus Driver	Joan Selvin	\$25.00	07/01/2015
25.	Bus Driver	Cheryl R. Thwaites	\$25.00	07/01/2015

4. Business /Finance

a. Budget Appropriation Adjustment

1. That the Board of Education approves the transfer of funds, in the amount of \$40,000 from Budget code: 9010 800 00 8096 to Budget code: 1621 418 00 0000 to cover sidewalk and paving repairs throughout the District.

5. **Business/Finance: Contract Approvals**

a. That the Board of Education approves the Fund Surplus Resolution Agreement and Release between the Board of Cooperative Educational Services Rensselaer- Columbia- Greene Counties (Questar III) and the Mineola UFSD. \*See attached Appendix A.

6. **Business/Finance: Bids**

a. That the Board of Education approves the awarding of the Irrigation Installation & Service Co-Op bid for the 2015- 2016 school year to Sipala Landscape Services, the lowest responsible bidder, meeting all specifications.

b. That the Board of Education approves the awarding of a Thirty (30) Day Emergency Transportation bid to First Student Bus Company, the lowest responsible bidder, to transport a student to South Oaks Hospital.

**K. Superintendent's Report**

Superintendent of Schools' Reports for 5/7/15

Presentations:

1. Formal Budget Hearing
2. On-line AP Psychology Course Update- John Fretz
3. Technology- Vision and Purchases
4. Update on ESL Regulation 154- Patricia Burns

Superintendent Comments

**L. Executive Session** Time: \_\_\_\_\_ p.m.

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Yes:** \_\_\_\_\_

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**No:** \_\_\_\_\_

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**Passed:** \_\_\_\_\_

**M. Adjournment Time:** \_\_\_\_\_ p.m.

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Yes:** \_\_\_\_\_

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**Passed:** \_\_\_\_\_

**No:** \_\_\_\_\_

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# **APPENDIX A**

## **FUND SURPLUS RESOLUTION AGREEMENT AND RELEASE**

This Fund Surplus Resolution Agreement And Release ("Agreement") is by and between the Mineola UFSD ("District"), 121 Jackson Avenue, Mineola, NY 11501-2361, 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 \$885.29 (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: Mineola UFSD**

<b>Year ending June 30,</b>	<b>OPEB Accruals Return to be Credited to Administrative Levy</b>	<b>% of Total Return to District</b>
<b>2016</b>	\$885.29	100
<b>Total Return of OPEB Accruals to District</b>	\$885.29	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.

**FOR QUESTAR III:**

\_\_\_\_\_

***Robert Gibson***

President, Board of Education

Date: \_\_\_\_\_

**FOR THE DISTRICT:**

\_\_\_\_\_

***[Type or Print Name]***

President, Board of Education

Date: \_\_\_\_\_