

**BABYLON SCHOOL BOARD REGULAR MEETING
APRIL 13, 2015
AGENDA**

Meeting protocol: Please state your name when addressing the Board of Education.

- I. Call to Order - 6:30 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 in the Babylon Junior-Senior High School library at approximately 7:30 p.m.
- III. Pledge of Allegiance (7:30 p.m.)
- IV. Approval of 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.
- V. Approval of Treasurer's and Business Office Financial Reports and Extra Curricular Fund Report for February 2015.
- VI. Superintendent's Report
 - a. Student Recognition
 - b. Student Delegate Report
 - c. Athletics Presentation - Mr. Michael DeJoseph
 - d. Presentation on Proposed 2015-2016 School Budget - Dr. Peter Daly
- VII. Committee Reports
 - a. Audit Committee
 - b. Finance Committee
 - c. Buildings & Grounds
 - d. Technology Committee
 - e. Curriculum Committee
 - f. Policy Committee
- VIII. Board Agenda Items
 - a. Questions from Visitors on Agenda Items - Please approach the podium and state your name.
 - b. Discussion
- IX. New Business
 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.
 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.
 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.
 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.
 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.

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.
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.
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.
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
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.
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.
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.
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:

FUND SURPLUS RESOLUTION AGREEMENT AND RELEASE Continued

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.

X. Other Business

XI. Representatives of Organizations

XII. Questions/Comments from Visitors - Please approach the podium and state your name.

XIII. Future Board Meetings: Special Meeting
 Monday, April 20, 2015
 BHS Library - 7:30 p.m.
 Topic: Budget Presentation/Adoption

XIV. Adjournment