

DISCIPLINED, HE KEPT ON TEACHING

BABYLON from A3

discipline that included a three-month suspension, permanent ban from coaching and a requirement that he obtain the superintendent's approval before attending after-school events, even as a spectator.

'Best solution we could'

Bennet said she was bothered that the district went to such lengths to ban Goldsholle from student interaction after school while keeping him in the classroom.

"I don't understand how he couldn't be on the premises during an after-school event or go to any sort of sporting events," Bennet said, "but he was allowed to be in the school around students?"

Conway, who negotiated the settlement, said administrators worked to eliminate Goldsholle's time alone with students, ensuring adults regularly accompanied him when he was around them.

The settlement required him to seek permission to attend an after-school event to avoid any unsupervised time with students, Conway said.

"We didn't want him anywhere near the school," Conway said. "We got the best solution that we could."

In the 2007 reprimand letter, Best-Laimit wrote she found his "egregious actions involving students to constitute conduct unbecoming a teacher" and warned Goldsholle that she would seek his dismissal if he is "unwilling or unable to refrain from such conduct in the future."

In the next three years, a student and a colleague each lodged a complaint against Goldsholle, but the district declined again to pursue his termination, according to a 2011 settlement agreement. The complaints are not specified.

As part of that agreement, Goldsholle acknowledged in writing it's "incumbent upon him to be overly cautious when in close proximity with females." When walking in a school hallway, Goldsholle acknowledged "his first concern should have been to provide a

'wide berth' between himself and any females."

The negotiated discipline included a \$15,000 fine and a transfer to the lower grades "to maximize the possibility of Goldsholle not encountering the kind of students and/or the teacher ... that were involved with these charges," according to the 2011 settlement.

Goldsholle taught at Babylon Memorial Grade School, which includes students from third through sixth grades, in 2011-12. He returned to the high school for the rest of his tenure at the district, according to his personnel records.

Henry Brunjes, the then-board president who signed the second settlement agreement, did not return calls seeking comment.

Experts: Firing warranted

Newsday asked three experts who specialize in education

TIMELINE

■ **September 2006:** Seven female tennis players tell school officials their coach, Barry Goldsholle, spoke to them using sexual terms, kissed their heads and touched their hair, shoulders, hips and waists.

■ **March 2007:** The school district, despite determining the students were "credible," "consistent" and "coherent," decides to not pursue his firing. It negotiates his discipline with his union representative.

■ **March 2011:** After a student and a colleague file separate complaints about Goldsholle, the school district again negotiates discipline, including an acknowledgment by him "to be overly cautious when in close proximity with females."

■ **June 2018:** Goldsholle retires after 30 years at Babylon.

■ **November 2021:** New York attorney general launches investigation after former students accuse several current and former teachers, including Goldsholle, of misconduct and blamed the school for mishandling their complaints.

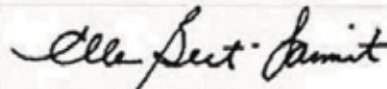
SOURCE: Babylon school district records
Newsday obtained by FOIL

I find your egregious actions involving students to constitute conduct unbecoming a teacher. Additionally, I believe you did not properly supervise your students on numerous occasions and denied them the right to their mandated services. This is as clear an example of neglect of duty as can be demonstrated. You denied virtually every allegation brought against you by nearly twenty current and previous students.

This conduct must never be demonstrated by you at any time in the future. I assure you that you will be held to the highest standard of propriety in every interaction you have with students or colleagues. Should you be unwilling or unable to refrain from such conduct in the future, I will seek your termination from service and revocation of your teaching license.

If you have any questions in the future regarding the appropriateness of your interactions with students I implore you to seek my guidance or that of any of your supervisors.

Sincerely,



Ellen Best-Laimit

Document addressed to Barry Goldsholle from Babylon school district then-Superintendent Ellen Best-Laimit obtained in a Freedom of Information Law request by Newsday.

law, policies and teacher misconduct to review the documents, and each questioned Babylon's handling of the allegations.

David Thompson, a professor of educational leadership and policy studies at the University of Texas at San Antonio, said Babylon community members "should reasonably question the district's commitment to maintaining an environment that takes complaints of educator sexual misconduct with the seriousness these complaints deserve."

David Bloomfield, education law professor at Brooklyn College and The CUNY Graduate Center, said: "I'm surprised by the lengths to which the district increased administrative burdens for him to remain on staff."

"The district made special accommodations to work around his misconduct," Bloomfield added. "It is an internal dance of the lemons."

School districts may avoid firing a teacher because of time and expense, experts said. As an example, it took the Long Beach district more than four years to fire special education teacher Lisa Weitzman in 2019 and paid her \$650,000 in salary and benefits while accumulating \$320,000 in legal bills during that time, district records show.

"I don't fault the district for trying to enter into an agreement that will force [Goldsholle] out expeditiously with the least time and trouble," Bloomfield said. "I do fault the

district for then compromising in a way that put students at risk.

"Clearly in hindsight, they made the wrong decision," he added.

Norman J. Schneider, a Virginia-based attorney who specializes in teacher misconduct, said the case warranted an attempt at a dismissal. "It sounds to me they weren't taking those allegations seriously enough," he said.

Conway, who negotiated the 2007 settlement agreement with Goldsholle, disagreed.

"We really took to heart those accusations," he said.

'Consistent' allegations

State law mandates school districts file charges with the state and prove a teacher's guilt before an arbitrator to dismiss a tenured teacher.

Babylon began investigating Goldsholle in September 2006 after seven female students from the girls tennis team complained about his behavior.

In the March 19, 2007, letter to Goldsholle, Best-Laimit wrote, "My conversations with the parents of these girls were consistent with their daughters' reports and that the girls' allegations were also consistent and coherent."

She also wrote that special education students accused Goldsholle of giving out test answers and sending a male student to buy lunch from stores in the nearby village at the reduced student rate 22 times. Goldsholle said that happened only once and denied every-



Darrell Conway, former Babylon school board president.

thing else, according to the letter.

"The discrepancies between the students' allegations and your responses were so significant that the only recourse was to proceed with disciplinary charges," wrote Best-Laimit, who could not be reached for comment.

The school board filed disciplinary charges with the state Education Department in December 2006 and settled the case with Goldsholle in March 2007.

A victim advocate said the appropriate response would have been to seek his dismissal then.

Laura Ahearn, executive director of the Ronkonkoma-based Crime Victims Center, said: "What more did the superintendent and the school board need?"

With Shari Einhorn