#### LYME CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION Regular Meeting Minutes December 14, 2023 LCS Library – 6:00 PM

Call to Order by Deanna Lothrop, Board of Education President, at 6:00 PM Pledge of Allegiance

## **MISSION STATEMENT**

Preparing Today's Students to be Tomorrow's Citizens.

<u>EXECUTIVE SESSION</u>: It was the unanimous decision of the Board, that the Executive Session be held at the conclusion of the Regular Meeting, and not prior, as originally planned. Therefore, upon being called to order, the meeting will go directly into regular session.

**REGULAR MEETING** 

### MEMBERS PRESENT:

Deanna Lothrop, President Shauna Dupee Ray McIntosh Sherri Wilson, District Clerk Kathy Gardner, Vice President Darrell DeMotta Jon LaFontaine

MEMBERS EXCUSED: Lynn Reichert

ADMINISTRATORS PRESENT: Patricia Gibbons, Superintendent Emily Burker, Principal/Athletic Director Deborah Wilkinson, Curriculum & Data Coordinator Ariana Morrison, District Treasurer

**OTHERS PRESENT:** Ronald Hitchcock; Tracy Hitchcock; Kylee Hanson; Michael Dumaw; Bridgette Stumpf; Joe Cook; Aubrey Cook; Sarah McClusky; Elizabeth Netto; Michael Gebo

# PRESENTATIONS:

- Dramatic Play Centers: Kindergarten teachers, Mrs. Bridgette Stumpf and Mrs. Sarah McClusky presented a powerpoint reviewing the dramatic play centers which are set up in their classrooms. They explained the benefits of purposeful play such as critical thinking and problem solving, sharing, and respect for others. These play centers also assist in reinforcing math and reading skills, as well as skills adapted for the 21<sup>st</sup> century. Five students from the kindergarten class also attended the meeting and invited the BOE to their classrooms to demonstrate their play centers.
- Chromebook Update: Mr. Michael Gebo provided an overview of the district's Chromebooks usage and the damages and losses incurred over the past year. Mr. Gebo brought several of the damaged devices to show the extent of damage, as well as the different types of destruction that is occurring on a daily/weekly basis. Many of the damaged Chromebooks are beyond repair and will need to be replaced. The Board will be further discussing this matter and will work on developing a policy to establish consequences for those students with multiple offenses, such as parental responsibility to reimburse for repairs and/or replacement of their child's device.

### **CONSENT AGENDA**

A motion for approval of the following items as listed under the CONSENT AGENDA is made by Darrell DeMotta, and seconded by Shauna Dupee. Motion is approved 6 - 0.

# 1. Approval of Minutes:

- November 9, 2023 Regular Meeting
- 2. Approval of Buildings and Grounds requests:
- None at this time
- 3. Conferences and Workshops:
- Feb. 27-28; Mar. 11-12; Apr. 2, 2024: Effective Teaching I, A. Patnode JL BOCES 8:30 AM -2:30 PM
- 4. Approval of Financial Reports:

- School Business Report (Verbal)
- Treasurer's Report, October 2023
- General Fund Warrant #17
- General Fund Supplemental Warrant #15; #16
- School Lunch Fund Warrant #11
- School Lunch Fund Supplemental Warrant #10
- Federal Fund Warrant #4

## REGULAR AGENDA

# **Other Discussion and Action**

- 1. Public Comments: None at this time
- 2. Ongoing Agenda Items: None at this time
- 3. Board Information:
- Dec. 22, 2023 Jan. 1, 2024: Christmas Recess No School
- Jan. 11, 2024: Lyme BOE Finance Committee Meeting Conference Room 5:30 PM
- Jan. 15, 2024: MLK Day No School
- Jan. 16, 2024: Lyme BOE Policy Committee Meeting District Office 4:00 PM
- Jan. 23-26, 2024: Regents week
- -
- 4. Board Information, LCS Events (no action required):
- Nov. 9, 2023: Coach/Parent Meeting, J. Morrow JV Boys' Basketball LCS STEM Lab 7:00-7:45 PM
- Nov. 13-21, 2023: Lyme PTSO/Library Book Fair, L. Doolittle LCS Lobby 8:30 AM -2:30 PM
- Nov. 22-26, 2023: Varsity Club Fundraiser, T. McIntosh/T. Hodge Varsity Boys' Basketball Can & Bottle Drive TDS Parking Lot 8:00 AM 9:00 PM
- Nov. 20, 2023: Sports Program, K. Sherman Mod. Boys' Soccer, End of Season Party STEM Lab/Cafeteria 7:00-8:00 PM
- Nov. 20-Dec. 1, 2023: Gr. 5 Angel Tree Collection, C. Birchenough LCS
- Nov. 27, 2023 Feb. 2, 2024: Drama Club, L. Martineau Musical Rehearsals LCS Cafeteria 3:00-4:30 PM
- Nov. 29, 2023: Gr. 10 Presentation, T. LaVancha JL BOCES Visit Mrs. Martineau's Room 10:38 11:21 AM
- Nov. 29, Dec. 4-5, 2023: Gr. PK-3 Music, M. Gehrke Concert Rehearsal LCS Gym 8:30-9:03 AM
- Nov. 30, 2023: HS Chorus, M. Gehrke Concert Practice LCS Gym 2:15-2:58 PM
- Dec. 1, 2023: Elementary Chorus, M. Gehrke Concert Rehearsal LCS Gym 2:15-2:45 PM
- Dec. 4-5, 2023: Elem./HS Chorus, M. Gehrke Concert Rehearsal LCS Gym 2:15 2:55 PM
- Dec. 5-13, 2023: Gr. 5/6 & 7-12 Band, E. Johnson Concert Rehearsal LCS Stage 2:15-2:58 PM
- Dec. 5, 2023: Gr. 5 Field Trip, C. Birchenough/B. Sharlow Angel Tree Shopping Walmart 8:30 AM 12:00 PM
- Dec. 5, 2023: Gr. PK 3 Music, D. Wilkinson Christmas Concert LCS Gym 6:00-7:00 PM
- Dec. 6, 2023: Health Class Field Trip, K. Aubertine JL BOCES Culinary Program 8:25 11:30 AM
- Dec. 9, 2023: Varsity Club Activity, T. McIntosh Cookie Baking & Christmas Ornament Craft LCS Cafeteria 11:00 AM – 2:00 PM
- Dec. 11, 2023: Personal Development Class, Field Trip, K. Aubertine Food Pantry Deliveries 4<sup>th</sup> period 10:38-11:21 AM
- Dec. 12, 2023: Sr. High Chorus, M. Gehrke Concert Rehearsal LCS Gym 8:25-9:02 AM
- Dec. 12, 2023: Gr. 4-12 Holiday Concert, D. Wilkinson LCS Gym/Stage 6:00-7:00 PM
- Dec. 12, 2023: Gr. 5 Field Trip, C.Birchenough Lyme Food Pantry 9:00-11:00 AM
- Dec. 13, 2023: Gr. PK 12 Assembly, D. Wilkinson Fort Drum Army Band Holiday Concert LCS Gym 1:35 2:30
  PM
- Dec. 19, 2023: Student Council Activity, Katrina Sanford/S. Doney Elementary Classrooms, Crafts & Book Readings – 10:00-11:00 AM
- Dec. 21, 2023: Student Council Activity, Katrina Sanford/S. Doney Elementary & MS Christmas Assembly LCS Gym – 10:00 - 11:00 AM
- Dec. 21, 2023: Student Council Activity, Katrina Sanford/S. Doney Gr. 7-12 Christmas Assembly LCS Gym 12:30-1:30 PM
- Dec. 21, 2023: Student Council Activity, Katrina Sanford/S. Doney Christmas Activities LCS Gym/Café/Outdoor Court/Lobby – 1:30-3:00 PM
- Jan. 26, 2024: Student Council Activity, S. Doney Gr. 7-12 Winter Pep Rally LCS Gym 2:00-3:00 PM
- Jan. 27, 2024: Student Council Activity, S. Doney Gr. 7-12 Winter Ball LCS Gym 6:00-9:00 PM
- Feb. 5-9, 2024: NHS Food Drive, B. Faulknham/A. Teachout LCS Students, Faculty, and Staff
- Feb. 5-16, 2024: Drama Club, L. Martineau Musical Rehearsals LCS Cafeteria 3:00-5:30 PM
- Feb. 26 Mar. 8, 2024: Drama Club, L. Martineau Musical Rehearsals LCS Cafeteria 3:00-6:00 PM
- Mar. 4-8, 2024: P2 Club, Carrie Calhoun LCS Spirit Week LCS 8:20 AM 2:58 PM
- Apr. 4, 2024: NHS Field Trip, B. Faulknham/A. Teachout NHS Senior Recognition Ceremony Watertown High School – 5:00 – 8:45 PM

### Minutes Continued – December 14, 2023

- Apr. 4-12, 2024: NHS Fundraiser, B. Faulknham/A. Teachout – NHS Rolling for Relay - LCS

# 5. Board Discussion/Action:

**BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, the Board approves the **Financial Advisory Services Agreement** with **Fiscal Advisors** as attached, and authorizes the Superintendent to execute the agreement:

## FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement ("Agreement"), entered into as of December 14, 2023 ("Effective Date"), is between the Lyme Central School District, Jefferson County, New York ("Client") and Fiscal Advisors & Marketing, Inc.("Fiscal Advisors") (collectively referred to herein as the "Parties").

Client agrees to hire Fiscal Advisors and Fiscal Advisors agrees to act as financial advisor to the Client to provide services relating to the issuance of Bond/Revenue/Tax Anticipation Notes, Serial Bonds, Leases, Refunding Serial Bonds, Budget Notes, Deficiency Notes and other prospective borrowings, as requested (the "Securities"), pursuant to the terms of this Agreement:

1. **ISSUANCE DESCRIPTION**. Client intends to issue Securities from time to time during the term of this engagement (the "Issuance").

2. **SCOPE OF SERVICES.** Client hires Fiscal Advisors to provide the services set forth in Appendix A attached hereto ("Services"). All services described in Appendix A are hereby incorporated by reference and the scope of Fiscal Advisor's engagement under the terms of this Agreement shall be solely limited to the Services. Client acknowledges that prior to the Effective Date that Fiscal Advisors has not provided any advice, recommendations or guidance with respect to the Issuance and that, to the extent any prior communications have occurred between Client and Fiscal Advisors relative to the Issuance, any such communications have been limited to communications involving general information relative to the Issuance.

3. **COMPENSATION**. As compensation for the provisions of Services, Client hereby agrees to compensate Fiscal Advisors in accordance with Fiscal Advisors' Fee Schedule attached hereto as Appendix B ("Compensation"). Any modification to the fee schedule made in accordance with this Agreement will become effective upon the date and time mutually agreed upon by the Parties.

4. **TERM AND TERMINATION**. This Agreement shall be effective as of the Effective Date remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Fiscal Advisors reserves the right to receive a portion of Compensation based upon the services rendered under this Agreement up to and including the date of termination.

5. **AGREEMENT TO PROVIDE INFORMATION**. Client agrees to provide Fiscal Advisors with complete and accurate information as shall be deemed necessary by Fiscal Advisors for the performance of Services, which may include the provision of financial statements, budgets, and other relevant documents. Client further agrees to not intentionally omit any material information and agrees to not provide any misleading information relevant to Fiscal Advisors' provision of Services or in response to a request from Fiscal Advisors.

6. **BILLING STATEMENT**. Client will receive an invoice upon closing of the Issuance, upon the provision of other services charged on an hourly basis, or upon cancellation of the Issuance or termination of this Agreement as provided in Section 4 for services conducted for the Issuance up to and including the date of cancellation or termination based on actual work performed, as described in Appendix B. Payment shall be due and payable within thirty (30) days of the invoice date.

7. **OUT-OF-POCKET EXPENSES**. Fiscal Advisors will not charge for out-of-pocket expenses.

8. **INDEMNITY**. Client hereby agrees to indemnify Fiscal Advisors and hold it harmless against any loss, liability, assessments, or expense (including reasonable attorneys' fees) incurred or assessed arising out of, or in connection with, Fiscal Advisors' acceptance, administration, or performance of its duties hereunder, except such as may arise from Fiscal Advisors' own bad faith, willful misconduct, or gross negligence, including the cost and expense of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under the terms of this Agreement.

9. **AMENDMENT.** This Agreement constitutes and expresses the entire agreement of the Parties with respect to the subject matter hereof, and all promises, undertakings, representations, agreements, understandings and arrangements, whether oral or written, with reference thereto are merged herein. No amendments to or alterations or variations of this Agreement shall be valid unless made in writing and signed by the Parties; provided, however, that changes to Appendix C may be provided by Fiscal Advisors in writing (which may be by email) without the need for the Parties' signature, and modifications or amendments to Appendix B or changes to or the provision of the fees for any particular transaction or issuance type may be provided by Fiscal Advisors in writing (which may be by email) without the need for the Parties' signature. Fiscal Advisors agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement.

10. **HEADINGS**. The headings of the various sections in this Agreement are inserted for the convenience of the Parties and shall not affect the meaning, construction or interpretation of this Agreement.

11. **GOVERNING LAW**. This Agreement shall be governed by the laws of the State of New York. Any suit or legal proceeding brought pursuant to, touching upon, relating to, or otherwise arising out of this Agreement or performance hereunder will be brought solely in the County of Onondaga, New York.

12. **CLIENT EDUCATION AND PROTECTION**. Fiscal Advisors is a registered municipal advisor with both the Securities and Exchange Commission (#866-00478-00) and the Municipal Securities Rulemaking Board ("MSRB") (#K0191). The website address for the MSRB is www.msrb.org, where you may find a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

13. **DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION**. Client acknowledges receipt of those disclosures set forth and contained within Appendix C attached hereto. Client further acknowledges that it has been given the opportunity to raise questions and discuss the foregoing matters with Fiscal Advisors and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts and authorizes Fiscal Advisors to provide those services described herein. Client further agrees that in the event Fiscal Advisors shall provide any additional disclosures, that such disclosures may be provided to Client's Treasurer or designated signatory and any such additional disclosures shall be deemed to be a part of this Agreement as if fully set forth herein.

14. **COUNTERPARTS**. This Agreement may be executed in any number of identical counterparts, via facsimile transmission or otherwise, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first written above.

Motion for approval by Jon LaFontaine, seconded by Ray McIntosh. Motion is approved 6 - 0.

# 6. Board Discussion/Action:

**BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board approves the **Standard Form of Agreement Between Owner (Lyme Central School) and Construction Associates, LLC. Construction Manager as Adviser**, and authorizes the Superintendent to execute the agreement as provided to the District per legal counsel.

Motion for approval by Kathy Gardner, seconded by Ray McIntosh. Motion is approved 6 - 0.

# 7. Board Discussion/Action:

**BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board approves the **Standard Form of Agreement Between Owner (Lyme Central School) and King & King Architects, LLP Construction Manager as Adviser**, and authorizes the Superintendent to execute the agreement as provided to the District per legal counsel.

Motion for approval by Kathy Gardner, seconded by Jon LaFontaine. Motion is approved 6 - 0.

# 8. Board Discussion/Action:

**BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, the Board approves the following stipend(s) for the person serving as the Lyme Central School District Mascot, during district events for time outside of contractual work hours:

- 2023-24 SY \$31 per each date of an event
- 2024-25 SY \$32 per each date of an event
- 2025-26 SY \$33 per each date of an event
- 2026-27 SY \$34 per each date of an event

Motion for approval by Ray McIntosh, seconded by Kathy Gardner. Motion is approved 6 - 0.

# 9. Board Discussion/Action:

**BE IT RESOLVED,** that the Lyme Central School Board of Education takes action to approve the following donation to the Lyme Central School District from:

Hannaford Helps Schools Program - \$264

Motion for approval by Darrell DeMotta, seconded by Ray McIntosh. Motion is approved 6 - 0.

## 10. Board Discussion/Action:

**BE IT RESOLVED**, that the Lyme Central School Board of Education takes action to approve the following donation to the Lyme Central School Cheer Team(s) from:

Mrs. Jennifer Sosa - 12 Sets (24) Green & Gold Pom-Poms

Motion for approval by Kathy Gardner, seconded by Jon LaFontaine. Motion is approved 6 - 0.

### 11. Board Action:

**BE IT RESOLVED,** that the Lyme Central School Board of Education takes action to approve the recommendations of the Committee on Special Education and/or the Committee on Preschool Special Education for the **2023-2024** school years.

Motion for approval by Darrell DeMotta, seconded by Shauna Dupee. Motion is approved 6 – 0.

### ADMINISTRATIVE REPORTS:

Principal/Athletic Director Report, Mrs. Emily Burker Curriculum & Data Coordinator Report, Mrs. Deborah Wilkinson Superintendent Report, Ms. Patricia Gibbons School Health Report, Mrs. Justine Dowe, RN: September – October 2023 Transportation Report, Mr. Jacob Phelps: October 2023

### CORRESPONDENCE AND COMMUNICATIONS

- 12. Correspondence Log: Following meeting held on November 9, 2023
- 13. Calendar of Events: December 2023

### 14. ITEMS FOR NEXT MEETING, January 11, 2024

School Violence Policy – DWSSP Plan Revision

# **RECOMMENDATIONS AND ACTION**

### 15. Board Action:

**BE IT RESOLVED** that the Lyme Central School District Board of Education takes action to:

- Accept Resignation one (1) FTE Typist/Tax Collector
- Accept Resignation one (1) FTE Special Education Teacher
- Appoint one (1) FTE Special Education Teacher
- Appoint one (1) Substitute Teacher
- Appoint two (2) Substitute Cleaners
- Appoint one (1) Substitute Food Service Helper
- Appoint two (2) 2023-24 Game Assistants
- Appoint two (2) 2023-24 Event Chaperones

Motion for approval by Kathy Gardner, seconded by Shauna Dupee. Motion is approved 6 - 0.

### 16. Board Action: Personnel Changes as listed

**BE IT RESOLVED** that the Lyme Central School District Board of Education takes action to approve the following PERSONNEL CHANGES with effective dates as listed under RECOMMENDATIONS AND ACTION, motion is made by Darrell DeMotta, and seconded by Kathy Gardner. Motion is approved 6 - 0.

- (A) <u>Retirements:</u> None at this time
- (B) <u>Resignations as listed:</u>

Name	Position	Effective Date	
Heather Archuleta	1 FTE Typist/Tax Collector	December 1, 2023	
Katie Shultz	1 FTE Special Education Teacher	December 21, 2023	

(C) Appointments as listed:

Name	Position	Annual Salary / Rate of Pay	Probationary Tenure Track Appointment (if applicable)	Effective Date
		Step 7C: \$60,621, plus	3 Yr. Probationary	
		masters stipend, \$400	Tenure Track:	
	1 FTE Special Education	Total: \$61,021, pro-rated for	January 16, 2024 –	
Alanna Haynes	Teacher	23-24 SY, \$33,256.45	January 15, 2027	January 16, 2024
	2023-24 Substitute Teacher			
Renzi Youngs		Non-certified: \$115 per day	N/A	December 15, 2023
	2023-24 Substitute Cleaner			
Rhianna Shew		\$14.20 per hour	N/A	December 15, 2023
	2023-24 Substitute			
Tenisha MeKeel	Cleaner/Food Srv. Helper	\$14.20 per hour	N/A	December 15, 2023
Samantha Kerley	2023-24 Game Assistant	\$23 per game	N/A	December 15, 2023
		Game Chaperone:		
		\$47, per contest		
		- Dance Chaperone: \$47		
		- Music Concert		
		Chaperone: \$37		
Stephanie Doney	2023-24 Event Chaperone	(excluding advisors)	N/A	December 15, 2023
Jeff Kaplan	2023-24 Game Assistant	\$23 per game	N/A	December 15, 2023
		Game Chaperone:		
		\$47, per contest		
		- Dance Chaperone: \$47		
		- Music Concert		
		Chaperone: \$37		
Sarah McClusky	2023-24 Event Chaperone	(excluding advisors)	N/A	December 15, 2023
	2023-24 Substitute Teacher			
Renzi Youngs		Non-certified: \$115 per day	N/A	December 15, 2023

# 17. Board Action:

Upon the recommendation of the Superintendent of Schools – WHEREAS, on behalf of the Lyme Central School District, two sets of the following prospective employees' fingerprints for employment have been submitted to SED, along with the signed Consent Form, and a request for conditional clearance. The following employees have received <u>FINAL CLEARANCE</u> from SED:

- Alanna Haynes Special Education Teacher
- Renzi Youngs Substitute Teacher
- Rhiana Shew Substitute Cleaner
- Tenisha MeKeel Substitute Cleaner/Food Service Helper

Motion for approval by Ray McIntosh, seconded by Jon LaFontaine. Motion is approved 6 - 0.

Motion was made by Ray McIntosh, seconded by Kathy Gardner, to enter into executive session for the discussion of the employment history of one (1) particular individual.

Motion approved 6 - 0. Time entered, 7:05 PM.

### **RETURN to REGULAR MEETING:**

Motion was made by Ray McIntosh, seconded by Jon LaFontaine, to adjourn the executive session and reconvene to the regular meeting with motion approved 6 - 0. Time returned, 7:32 PM.

## 19. Motion for Adjournment:

There being no further business or discussion, a motion is requested adjourn the regular meeting.

Motion for approval by Kathy Gardner, seconded by Darrell DeMotta, with motion approved 6 - 0. Time adjourned: 7:33 PM.

Respectfully submitted:

Sherri Wilson - District Clerk

- Supporting documents may be found in supplemental file dated, December 14, 2023
- All minutes are unofficial until approved by the Board of Education