

LYME CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
**Regular Meeting**  
Minutes  
**August 8, 2019**  
**LCS Library – 6:00 PM**

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

**MEMBERS PRESENT:**

|                                      |                                      |
|--------------------------------------|--------------------------------------|
| <b>Deanna Lothrop, President</b>     | <b>Terry Countryman</b>              |
| <b>Lynn Reichert, Vice President</b> | <b>Scott Rickett</b>                 |
| <b>Ray McIntosh</b>                  | <b>Kathy Gardner</b>                 |
| <b>Jon LaFontaine</b>                | <b>Sherri Wilson, District Clerk</b> |

**ADMINISTRATORS PRESENT:**

**Cammy Morrison, Superintendent**  
**Barry Davis, Principal**  
**Patricia Gibbons, Dir. of Pupil Services**  
**Sandra Rooney, Business Official**

**OTHERS PRESENT:** Deborah Wilkinson, Sarah Denney, Amaya Bellinger, Charlotte Bellinger, Jennifer Madeline, and Tom Madeline.

**PRESENTATIONS:** None

**CONSENT AGENDA**

A motion for approval of the following items as listed under the CONSENT AGENDA is made by Lynn Reichert, and seconded by Scott Rickett - Motion is approved 7 – 0.

**1. Approval of Minutes:**

- July 1, 2019 – Reorganization/Regular Meeting

**2. Approval of Buildings and Grounds requests:**

- Equipment Use Request, July 20, 2019: Varsity Club Fundraiser, Tammy McIntosh – Use of grill, 6 tables and chairs, ice chest – TMB BBQ Cook-off – 10:00 AM – 9:00 PM
- Equipment Use Request, July 27, 2019: Varsity Club Fundraiser, Tammy McIntosh – Use of grill, 6 tables and chairs, black table clothes, ice chest, and ice cream freezer – Lyme Community Days – 8:00 AM – 5:00 PM
- Equipment Use Request, Aug. 3, 2019: Varsity Club Fundraiser for Glens Falls Tournament, Tammy McIntosh – Grill, 4 tables and chairs, ice chest – TDS parking lot – 9:00 AM – 2:00 PM
- Equipment Use Request, Aug. 6 -11, 2019: Lyme Free Library, Patti Hughes – LFL Annual Book Sale (8/10/19) – 20 tables
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**3. Conferences and Workshops:**

- **August 29, 2019:** Administrative Assistant Conference, S. Wilson; A. Viera; T. McIntosh; C. Rickett – Hilton Garden Inn, Watertown – 9:00 AM – 4:00 PM.

**Approval of Financial Reports:**

- School Business Report – (Verbal)
- Treasurer’s Report, June 2019
- General Fund Warrant #2
- Supplemental Fund Warrant #1
- School Lunch Fund Warrant #1

**REGULAR AGENDA**

**Other Discussion and Action**

**1. Public Comments:**

- Sarah Denney spoke regarding the District’s policy on enrollment of foreign exchange students. Ms. Denney relayed to the Board her interest in hosting a foreign exchange student for the 2019-2020 school year. She commented on the beneficial opportunities and cultural experiences, for both the exchange student and the district students, that are associated with having a foreign exchange student. Ms. Denney also informed the Board of specific details regarding the agency responsibilities and Visa restrictions. Amaya and Charlotte Bellinger also commented on their reasons for supporting a foreign exchange student policy at Lyme Central.

- Jennifer and Tom Madeline addressed the Board with questions regarding district residency and student enrollment policy. Mrs. Madeline related that there are some interested families seeking admittance to Lyme Central; she wanted to be able to inform them correctly regarding this process.

**In Response:** Superintendent Morrison provided information regarding the questions raised by both parties. Mrs. Morrison reviewed the current Lyme Central School Board of Education policy, Admission of Non-Resident Students, which does not allow the admission of foreign exchange students. She stated that she is not opposed to having foreign exchange students attend Lyme, but that she would like to have more information regarding the agencies and their responsibilities associated with the placement and supervision of the students and their host family, before making the decision to revise the current policy. Superintendent Morrison also provided clarification on residency: persons must be able to provide proof of physically residing, with the intent of staying, in a permanent residence within the district boundaries. Further adding, that simply owning property (or a cottage, for example), within the district does not constitute residency, as stated in NYS School Law.

**2. Ongoing Agenda Items:**

- Further discussion regarding the admission of foreign exchange students: See Public Comments

**3. Board Information:**

- **Oct. 24-26, 2019:** 100<sup>th</sup> Annual NYSSBA Convention & Education Expo – Rochester, NY - Early registration deadline: **8/16/19, please notify Mrs. Wilson if you plan to attend for registration and hotel reservations purposes.**
- **PIVOT:** 2018-19 Second Semester Program Report
- **NYS DOT:** 2018-19 Bus Inspection Report
- **Sept. 3, 2019:** LCS Open House Gr. PreK-12, T. McIntosh – LCS – 5:00-6:00 PM

**4. Board Information, LCS Events:**

- **July 24; Aug. 24, 2019:** Sports/school physicals, Eva Villien – Nurse’s office and conference room – 5:30-7:30 PM
- **July 31; Aug. 3, 2019:** Gr. 7-12 Girls’ Open Gym, Mark Wilson – LCS Gym – 2:30-4:00 PM (7/37), 2:00-3:00 PM (8/3/19)
- **Aug. 1, 2019:** Fall Sports Coaches Meeting, B. Davis – Conference Room – 5:00-6:00 PM
- **Aug. 1, 2019:** Parent & Athlete Fall Sports Meeting, B. Davis – Cafeteria – 6:00-7:00 PM
- **Aug. 3, 2019:** Varsity Club Fundraiser, T. McIntosh – Can & Bottle Drive/Car Wash/Bake Sale/ Concession Stand – TDS parking lot – 9:00-2:00 PM
- **Aug. 9, 2019:** LCS Booster Club Fundraiser, Jennifer Madeline – Best of Lyme Basket Raffle – During Summer Theater Production
- **Aug. 20, 2019:** NTO Meeting, D. Wilkinson – LCS Conference Rm – 8:00 AM – 2:00 PM
- **Aug. 30-31, 2019:** Varsity Girls’ & Boys’ Soccer Scrimmages, T. McIntosh – LCS soccer fields – 9:00 AM-12:30 PM each day. Varsity Club will also be raising funds by operating the concession stand trailer during these events.
- **Sept. 7, 2019-June 6, 2020:** Varsity Club Community Yoga Classes, T. McIntosh – LCA Cafeteria – Saturdays only, 11:00 AM – 12:00 PM. Certificate of Liability has been provided.
- **Oct. 10, 2019:** Varsity Boys’ Soccer Senior Night, B. Davis – LCS soccer fields – 4:15 – 4:30 PM
- **Oct. 16, 2019:** Varsity Girls’ Soccer Senior Night, B. Davis – LCS soccer fields – 4:15 – 4:30 PM

**5. Board Discussion/Action:**

**BE IT RESOLVED**, that the Lyme Central School Board of Education takes action to approve the **2019-2020 Tax Levy**.

Motion for approval by Kathy Gardner, seconded by Lynn Reichert, with motion approved 7 - 0.

**6. Board Action:**

**BE IT RESOLVED**, that the Lyme Central School Board of Education takes action to approve the allocation of funds in the amount of \$46,000, retroactive to June 30, 2019, to the **NYS Teacher Retirement System (TRS) Substitute Reserve Fund**. Resolution for the establishment of said reserve fund previously approved on, May 9, 2019.

Motion for approval by Scott Rickett, seconded by Kathy Gardner, with motion approved 7 - 0.

**7. Board Action:**

**BE IT RESOLVED**, that the Lyme Central School Board of Education takes action to approve the allocation of funds in the amount of \$306,582, retroactive to June 30, 2019, as payment in full, for Lyme Central School District’s cost of participation in the **Jefferson-Lewis BOCES** Component School District’s **Capital Project Joint Agreement**. Resolution for participation in said capital project previously approved on, April 11, 2019.

Motion for approval by Kathy Gardner, seconded by Scott Rickett, with motion approved 7 - 0.

**8. Board Action:**

**BE IT RESOLVED**, that the Lyme Central School Board of Education takes action to accept the sealed bid for the sale of the 2009 Chevy Suburban, in the amount of \$4,025 awarded to Chris Dutcher on July 11, 2019.

Motion for approval by Kathy Gardner, seconded by Lynn Reichert, with motion approved 7 - 0.

**9. Board Action:**

**BE IT RESOLVED**, that the Lyme Central School Board of Education takes action to approve the **2019-2020 Jefferson-Lewis BOCES Service Request** for the Summer Health, Nutrition, Human Anatomy, and AP Computer Science Course Access and enrollment through the **CANVAS Platform** in the amount of \$6,684.33.

Motion for approval by Scott Rickett, seconded by Kathy Gardner, with motion approved 7 - 0.

**10. Board Action:**

**BE IT RESOLVED**, that the Lyme Central School Board of Education takes action to approve the proposed increase/adjustments to the **Substitute Teachers' Rate of Pay** as listed below.

| Substitute Position | Certification                            | Rate of Pay Per Day |
|---------------------|--|---------------------|
| Teacher             | NYS Certification                        | \$110.00            |
| Teacher             | Four (4) year degree – Not NYS Certified | \$95.00             |
| Teacher             | Has less than four(4) year degree        | \$90.00             |
| Teacher             | LCS Retiree                              | \$120.00            |
| Nurse               | Registered (RN)                          | \$110               |
| Nurse               | Licensed Practical (LPN)                 | \$95                |

Motion for approval by Ray McIntosh, seconded by Lynn Reichert, with motion approved 7 - 0.

**11. Board Action:**

**BE IT RESOLVED**, that the Lyme Central School Board of Education takes action to approve the **2019-2020 North Country Family Health Center Business Associate Agreement** for dental services as stated:

**WHEREAS**, Business Associate provides certain services to Covered Entity; and

**WHEREAS**, in connection with these services, Covered Entity may disclose to Business Associate certain protected health information (“**PHI**”) that is subject to protection under the HIPAA Rules.

**WHEREAS**, Covered Entity enters into this Agreement to ensure that Business Associate will appropriately safeguard the privacy, confidentiality, integrity and availability of all such PHI in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and the regulations promulgated thereunder, including 45 C.F.R. Part 160 and 45 C.F.R. Part 164, as amended by the Health Information Technology for Economic and Clinical Health Act (collectively referred to herein as “**HIPAA Regulation**”).

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1  
DEFINITIONS

Terms used herein, but not otherwise defined, shall have meaning ascribed by 45 C.F.R. parts 160, 162, and 164. Should any term set forth in 45 C.F.R Parts 160, 162 or 164 conflict with any defined term herein, the definition found in 45 C.F.R. Parts 160, 162 and 164 shall prevail.

1.1 “**Designated Record Set**” means a group of records maintained by or for a covered entity or its business associate, as defined by the HIPAA Rules, that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term “**record**” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

- 1.2 “**HIPAA Rules**” means collectively the HIPAA Regulations (specifically including, without limitation, the Privacy Rule), and any applicable state confidentiality laws.
- 1.3 “**Individual**” means the person who is the subject of PHI.
- 1.4 “**Protected Health Information**” or “**PHI**” means individually identifiable health information that is transmitted or maintained in any form or medium.
- 1.5 “**Required by Law**” means a mandate contained in law that compels a use or disclosure of PHI.
- 1.6 “**Secretary**” means the Secretary of the U.S. Department of Health and Human Services (“**HHS**”) or his or her Designee.

ARTICLE 2  
PURPOSES FOR DISCLOSURE

In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of treatment, payment, or healthcare operations as described in 45 CFR part 164.506(a)(b)(c) for standard uses and in 45 CFR part 164.508 for uses and disclosures for which an authorization is required.

ARTICLE 3  
BUSINESS ASSOCIATE OBLIGATIONS

Business Associate agrees to comply with applicable federal and state privacy and security laws, specifically the provisions of the HIPAA Rules applicable to business associates (as defined by the HIPAA Rules), including:

3.1 Use and Disclosure of PHI. Except as otherwise permitted by this Agreement, the HIPAA Rules, or applicable law, Business Associate shall not use, maintain, transmit or disclose PHI except as necessary to provide services to or on behalf of Covered Entity and except as Required by Law. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

3.1.1 provide information to members of its workforce using or disclosing PHI regarding the privacy requirements in the HIPAA Rules and this Agreement;

3.1.2 obtain reasonable assurances, in the form of an executed Business Associate Agreement that includes the same provisions as this Agreement or, if an Individual, that authorization is obtained in accordance with the HIPAA Rules, from the person or entity to whom the PHI is disclosed that: (i) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (ii) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached;

3.1.3 agree to notify the Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.

3.2 Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall contractually require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall contractually require that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

3.3 Data Aggregation. Business Associate is permitted to use and disclose PHI for data aggregation purposes to the extent that such use is permitted under the HIPAA Rules.

3.4 Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Rules expressly applies.

3.5 Safeguards. Business Associate agrees to maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement, and shall contractually require that its agents or subcontractors implement, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

3.6 Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees as follows:

3.6.1 Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. Under the HIPAA Rules, Covered Entity is required to take action on such requests as soon as possible, but not later than thirty (30) days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the HIPAA Rules.

3.6.2 Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.

3.6.3 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures in accordance with 45 C.F.R. § 164.528.

3.7 Internal Practices, Policies, and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or Covered Entity for the purpose of determining Covered Entity's compliance with the HIPAA Rules. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

3.8 De-identified Information. Business Associate may use and disclose de-identified health information if the de-identification is in compliance with 45 C.F.R. §164.502(d), and the de-identified health information meets the standard and implementation specifications for de-identification under 45 C.F.R. §164.514(a) and (b).

3.9 Minimum Necessary. Business Associate shall attempt to ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.

3.10 Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity’s notice of privacy practices (“**Notice**”) of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity’s Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

3.11 Security Incident / Unauthorized Disclosure of PHI. Business Associate shall report to Covered Entity, any instances, including security incidents, of which it is aware in which PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules. In the event that Business Associate knows of any breach of any individual PHI (e.g. PHI was inappropriately used, disclosed, released, or obtained) Business Associate shall notify Covered Entity in writing within five (5) calendar days of such breach. Notification shall include detailed information about the breach, including, but not limited to, the nature and circumstances of such breach, the means by which PHI was or may have been breached (e.g. stolen laptop; breach of security protocols; unauthorized access to computer systems, etc.), the names and contact information of all individuals whose PHI was used, disclosed, released, or obtained in violation of this Agreement, and such other information as Covered Entity may reasonably request. Any delay in notification must include evidence demonstrating the necessity of the delay. Business Associate shall not be required to report an immaterial incident consisting solely of trivial incidents that occur on a daily basis, such as scans, “pings,” or an unsuccessful attempt to improperly access electronic PHI that is stored in an information system under its control; provided, however, Business Associate shall maintain logs of such incidents and make such logs available to Covered Entity upon written request.

3.12 HIPAA Security Rule. The “**HIPAA Security Rule**” means the Security Standards published on February 20, 2003 at 68 Fed. Reg. 8334 et seq. (45 C.F.R. Parts 160, 162 and 164), as amended. With regard to its use and/or disclosure of electronic PHI, Business Associate shall, at its own expense:

3.12.1 implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or its affiliates and at a minimum comply with those applicable safeguards in 45 CFR Section 164;

3.12.2 ensure that any and all of Business Associate’s subcontractors or agents to whom the Business Associate provides electronic PHI agree in writing to implement reasonable and appropriate safeguards to protect such electronic PHI; and

3.12.3 report promptly to Covered Entity any security incident (as defined in 45 CFR Section 164.304) relating to electronic PHI created, received, maintained or transmitted in regards to Covered Entity, of which the Business Associate becomes aware.

ARTICLE 4  
MUTUAL OBLIGATIONS

4.1 Electronic Transactions and Code Sets. Both Parties understand and agree that they are required to comply with the HIPAA Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162 (HIPAA Electronic Transaction Law) as amended from time to time. The HIPAA Electronic Transaction Law requires Covered Entity and, where applicable, Business Associate to conduct certain transactions as “standard transactions” using defined medical data code sets. Business Associate agrees that it will require its subcontractors, vendors and independent contractors to comply with HIPAA Electronic Transaction Law as applicable. Business Associate agrees that it will not:

4.1.1 change the definition, data condition or use of a data element or segment in a standard;

4.1.2 add any data elements or segments to the maximum defined data set;

4.1.3 use any code or data elements that are either marked “not used” or not included in the standard’s implementation specification(s); or

4.1.4 change the meaning or intent of the standard’s implementation specification(s).

ARTICLE 5

TERM AND TERMINATION

5.1 Term. The term of this Agreement shall begin on the Effective Date and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy PHI, protections are extended to such PHI, in accordance with the provisions in Section 5.3.

5.2 Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

5.3 Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

ARTICLE 6  
MISCELLANEOUS

6.1 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

6.2 Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative at the respective address indicated herein or sent by means of a reputable overnight carrier or certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.

6.3 Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto.

6.4 Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of New York, without regard to applicable conflict of laws principles.

6.5 Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

6.6 Nature of Agreement. Nothing in this Agreement shall be construed to create: (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates; (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates; or (iii) a relationship of employer and employee between the Parties.

6.7 No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized officer of the Party making the waiver.

6.8 Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

6.9 No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

6.10 Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

6.11 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous or contemporaneous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof.

6.12 Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

6.13 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both Parties to comply with applicable law protecting the privacy, security, and confidentiality of PHI, including but not limited to HIPAA and the HIPAA Rules. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or HIPAA or the HIPAA Rules.

Motion for approval by Kathy Gardner, seconded by Scott Rickett, with motion approved 7 - 0.

**12. Board Action:**

**BE IT RESOLVED**, that the Lyme Central School Board of Education takes action to approve the equipment disposal request from the Athletic Department of the following items deemed damaged and/or no longer usable:

- Six (6) black baseball helmets
- Four (4) green softball helmets

Motion for approval by Lynn Reichert, seconded by Scott Rickett, with motion approved 7 - 0.

**13. Board Action:**

**BE IT RESOLVED**, that the Lyme Central School Board of Education takes action to approve the equipment disposal request from the IT Department several various items (total of 66 items) deemed damaged and/or outdated and no longer usable.

Motion for approval by Lynn Reichert, seconded by Scott Rickett, with motion approved 7 - 0.

**14. Board Action:**

**BE IT RESOLVED**, that the Lyme Central School Board of Education takes action to accept the donation for the Brenden Lambert Scholarship Fund, for the amount listed below, from the following:

- Kall & D'Argenio CPA's LLP - \$250

Motion for approval by Scott Rickett, seconded by Kathy Gardner, with motion approved 7 – 0.

**15. Board Action:**

**BE IT RESOLVED**, that the Lyme Central School Board of Education takes action to accept the donation to the Gavin Tedford Memorial Scholarship Fund, in the amount listed below, from the following:

- Lyme Central School Teachers Association - \$100

Motion for approval by Lynn Reichert, seconded by Kathy Gardner, with motion approved 7 – 0.

**16. Board Action:**

**BE IT RESOLVED**, that the Lyme Central School Board of Education takes action to accept the donations to the Lyme Central School I.D.E.A.S. Scholarship Fund, in the amounts listed below, from the following persons:

- LCS Teachers Association - \$200
- Patricia Gibbons - \$50
- Janice Shepard - \$40



- Beth Faulknham - \$20
- Stasse & Katie Perkins – \$20
- Joy Seymour - \$20
- Adrienne Teachout - \$25

Motion for approval by Scott Rickett, seconded by Lynn Reichert, with motion approved 7 – 0.

**17. Board Action:**

**BE IT RESOLVED**, that the Lyme Central School Board of Education takes action to accept the donation to the Alfred J. Gianfagna Memorial Scholarship Fund, in the amount listed below, from the following:

- Dr. & Mrs. Alfred L. Gianfagna - \$300

Motion for approval by Lynn Reichert, seconded by Kathy Gardner, with motion approved 7 – 0.

**18. 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.

Motion for approval by Lynn Reichert, seconded by Scott Rickett, with motion approved 7 - 0.

**ADMINISTRATIVE REPORTS:**

Director of Pupil Services Report  
Superintendent Report  
School Health Report

**CORRESPONDENCE AND COMMUNICATIONS**

**19.** Correspondence Log: Following meeting held on July 1, 2019

**20.** Calendar of Events: August 2019

**21. ITEMS FOR NEXT MEETING, September 12, 2019**

- New Teacher Introductions
- 2018-19 NYS Gr. 3-8 Assessment Tests Data
- Health Teacher Curriculum (will present in Oct. or Nov.)

**RECOMMENDATIONS AND ACTION**

**22. Board Action:**

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

- **Accept Resignation: Math Teacher Gr. 7-12**
- **Add one (1) Cafeteria Monitor**
- **Add one (1) 2019-2020 Varsity Boys' Soccer Coach**
- **Add one (1) 2019-2020 JV Girls' Soccer Coach**
- **Add one (1) 2019-2020 Mod. Girls' Soccer Coach**
- **Add one (1) 2019-2020 Varsity Boys' Basketball Coach**
- **Add one (1) 2019-2020 Varsity Boys' Basketball Assistant Coach**
- **Add one (1) 2019-2020 JV Girls' Basketball Coach**
- **Add one (1) Bus Driver**
- **Add one (1) Math Teacher Gr. 7-12**
- **Add one (1) Health Teacher Gr. K-12**
- **Add one (1) 2019-20 Substitute Teacher**
- **Add four (4) 2019-2020 Game Assistants**
- **Reappoint one (1) FTE Teacher Assistant**

Motion for approval by Lynn Reichert, seconded by Kathy Gardner, with motion approved 6 – 0, with Scott Rickett abstained.

**23. 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 for approval is made by Lynn Reichert, seconded by Kathy Gardner. Motion is approved 7 - 0.

(A) Retirements: None at this time

(B) Resignations as listed:

| Name       | Position                    | Effective Date  |
|------------|-----------------------------|-----------------|
| Amy Wilson | 1 FTE Math Teacher Gr. 7-12 | August 31, 2019 |

(C) Appointments as listed:

| Name               | Position                   | Annual Salary / Rate of Pay                               | Probationary Tenure Track Appointment (if applicable) | Effective Date    |
|--------------------|----------------------------|---|---|-------------------|
| Diana Cuppernell   | Cafeteria Monitor          | \$12.50 per hour  | 12 Month Probation – ending on 8/31/20                | September 1, 2019 |
| Peggy Bushen       | 1 FTE Bus Driver           | \$8,272   | 12 Month Probation – ending on 8/31/20                | September 1, 2019 |
| David Gammon       | 1 FTE Math Teacher         | Step 4C, \$51,390, plus \$360 Masters Stipend = \$51,750  | 4 -Yr. Tenure track – ending on 8/31/2023             | September 1, 2019 |
| Kari Aubertine     | 1 FTE Health Teacher       | Step 10C, \$56,190, plus \$360 Masters Stipend = \$56,550 | 3 -Yr. Tenure track – ending on 8/31/2022             | September 1, 2019 |
| Gabrielle Rickett  | 2019-20 Substitute Teacher |   | N/A   | September 1, 2019 |
| Sarah Purdy        | 1 FTE Teacher Assistant    | Corrected Salary - \$18,585                               | N/A   | September 1, 2019 |
| Jennifer Madeline  | 2019-20 Game Assistant     | \$19 per game   | N/A   | August 9, 2019    |
| Thomas Madeline    | 2019-20 Game Assistant     | \$19 per game   | N/A   | August 9, 2019    |
| Gabrielle Madeline | 2019-20 Game Assistant     | \$19 per game   | N/A   | August 9, 2019    |
| Kathy Bellinger    | 2019-20 Game Assistant     | \$19 per game   | N/A   | August 9, 2019    |

(D) PAID Coaching Appointments as listed:

| Name              | Fall/Winter 2019-20 Sports  | Stipend | Coaching Certification |
|-------------------|-----------------------------|---------|------------------------|
| Robert Goutremout | Varsity Boys' Soccer        | \$3,540 | Professional           |
| Stephanie Doney   | JV Girls' Soccer Coach      | \$2,298 | Teacher                |
| Nathan Abel       | Mod. Girls' Soccer Coach    | \$1,711 | Teacher                |
| Leo Wilson        | Var. Boys' Basketball Coach | \$4,237 | Professional           |
| Jennifer Sosa     | JV Girls' Basketball Coach  | \$3,181 | Professional           |

(E) UNPAID Coaching Appointments as listed:

| Name         | Spring 2018/Fall 2018 Sports          | Coaching Certification                             | Effective Date |
|--------------|---------------------------------------|--|----------------|
| Jared Wilson | Var. Boys' Basketball Assistant Coach | Temporary 2 <sup>nd</sup> -4 <sup>th</sup> Renewal | August 9, 2019 |

**Coaches possess the following [as mandated by NYSED:**

- Teaching Certificate: Child Abuse / School Violence / DASA / First Aid / CPR / Concussion Workshop / Fingerprint Clearance \*
- Temporary Coaching License 2<sup>nd</sup>-4<sup>th</sup> Renewal: Child Abuse / School Violence / DASA / First Aid / CPR / Concussion Workshop / Philosophies & Principals / Theories and Techniques [sport specific] / Health Sciences / Fingerprint Clearance \*\*\*\*

**24. 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 FINAL CLEARANCE from SED:

- **Diana Cuppernell– Cafeteria Monitor**
- **Robert Goutremout – 2019-2020 Varsity Boys' Soccer Coach**
- **Stephanie Doney – 2019-2020 JV Girls' Soccer Coach**
- **Nathan Abel – 2019-2020 Mod. Girls' Soccer Coach**
- **Leo Wilson – 2019-2020 Varsity Boys' Basketball Coach**
- **Jared Wilson – 2019-2020 Varsity Boys' Basketball Assistant Coach**
- **Jennifer Sosa – 2019-2020 JV Girls' Basketball Coach**
- **David Gammon – Math Teacher (to be submitted upon receipt)**
- **Kari Aubertine - Health Teacher**
- **Gabrielle Rickett - 2019-20 Substitute Teacher**
- **Sarah Purdy – Teacher Assistant**

- **Jennifer Madeline – 2019-2020 Game Assistant**
- **Thomas Madeline – 2019-2020 Game Assistant**
- **Gabrielle Madeline – 2019-2020 Game Assistant**
- **Kathy Bellinger - 2019-2020 Game Assistant**

Motion for approval by Kathy Gardner, seconded by Scott Rickett, with motion approved 7 - 0.

**EXECUTIVE SESSION:**

Motion was made by Ray McIntosh, seconded by Kathy Gardner, to enter into executive session for discussion of the employment history of one (1) particular individual, and the performance history of one (1) particular individual, with motion approved 7 – 0. Time entered, 7:20 PM.

**RETURN to REGULAR MEETING:**

Motion was made by Kathy Gardner, seconded by Scott Rickett, to reconvene to the regular meeting with motion approved 7 – 0. Time executive session adjourned, 8:25 PM.

**Motion for Adjournment: There being no further business or discussion**, a motion is requested to adjourn the regular meeting.

Motion was made by Ray McIntosh, seconded by Lynn Reichert, to adjourn the regular meeting, with motion approved 7 – 0. Time adjourned, 8:26 PM.

Respectfully submitted:

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Sherri Wilson - District Clerk

- Supporting documents may be found in supplemental file dated, August 8, 2019
- All minutes are unofficial until approved by the Board of Education