Special Meeting in Central Administration - Jan 23 2026 Minutes

Friday, January 23, 2026 at 8:00 AM

Central Administration

1. Meeting Opening

1.01 Call to Order 8:00 am

1.02 Tobacco Policy Statement

1.03 Pledge of Allegiance

1.04 Roll Call: Present: Rory Smith, Clark Goodrich, Rick Knutsen, Cindy Bishop

Not Present: Jenny Jared, Emily Mitchell-Marell, Caroline Jerome

2. Contracts and Independent Contractor Retainers

2.01 Approve all Contracts and Independent Contractor Retainers

The Board hereby approves item numbers 2.02 and 2.03

Moved by: Clark Goodrich

Seconded by: Rory Smith

Yea Rory Smith, Cindy Bishop, Clark Goodrich, and Eric Knutsen

Motion Carries 4-0

2.02 Agreement to Close Between Onteora Central School District

and Cedar Development East, LLC for the Sale of the Former West Hurley Elementary School Property

WHEREAS , in February 2017, the Board of Education of the Onteora Central School District ("District") entered into a Contract of Sale for the sale of the former West Hurley Elementary School property to Cedar Development East, LLC (the "Purchaser"); and

WHEREAS , the District and the Purchaser wish to resolve all remaining issues regarding the property and complete the closing, and have negotiated an agreement for that purpose:

NOW THEREFORE, BE IT RESOLVED , that the Board of Education of the Onteora Central School District approves the Agreement, in substantially the form annexed hereto as Exhibit "A," to complete the closing and conveyance of the former West Hurley Elementary School property to Cedar Development East, LLC, upon such terms and conditions as set forth in the Agreement; and

BE IT FURTHER RESOLVED , that the Board President is authorized to execute the Agreement, a fully-executed copy of which shall be placed on file with the District Clerk, and any other documents necessary to effectuate the purposes of this resolution, and the Superintendent, her designee and/or the District's Purchasing Agent are authorized to take such action as necessary to effectuate the terms of the Agreement.

Carried

Agreement to Close OCSD and Cedar Development East LLC.pdf

2.03 ICR- Yoga and Meditation with HariPrakaash

BE IT HEREBY RESOLVED , upon the recommendation of the Superintendent of Schools, that the Board of Education of the Onteora Central School District approves the Independent Contractor Retainer Agreement between the Onteora Central School District and Jamie Reilly/DBA HariPrakaash, retained as Yoga and Meditation Instructor, for services to be provided

February 2, 2026 through February 9, 2026 at a rate of $400 per day , not to exceed a total of $2,000, and authorizes the Superintendent of Schools to execute such agreement.

Carried

Yoga and Meditation- ICR.pdf

3. Adjournment

3.01 Adjourn the Meeting. Next meeting is February 10, 2026 at the Middle/High School.

The meeting is adjourned at 8:06 am.

Moved by: Eric Knutsen

Seconded by: Clark Goodrich

Carried

District Clerk

AGREEMENT TO CLOSE
ONTEORA CENTRAL SCHOOL DISTRICT and
CEDAR DEVELOPMENT EAST, LLC

WHEREAS, in 2017, Cedar Development East, LLC, ("Cedar") and the Onteora Central School District ("District") entered into a contract for the sale of the former West Hurley Elementary School property (the "Property") and accompanying acreage for $800,000.00; and

WHEREAS, Cedar and the District wish to resolve all remaining issues regarding the Property and set a "time of the essence" closing date:

NOW THEREFORE, the parties agree as follows:

1. Time of the Essence Closing Date.

    a. The parties agree that time is of the essence, and that the closing for the sale of the Property shall occur as soon as reasonably possible but no later than February 19, 2026. Closing shall be in escrow through Cedar's title company. Cedar agrees that failure to close on or before February 19, 2026 shall constitute a purchaser default.

2. Fencing.

    a. The District authorizes Cedar to install temporary fencing on a portion of the perimeter of the Property prior to closing, at Cedar's sole cost and expense. Cedar anticipates installing such fencing on the perimeter abutting public roadways or right-of-ways that are not presently fenced. Cedar will ensure that it has an accurate and up-to-date boundary survey for the Property before installing any fencing.

    b. Cedar agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the District and its officers, employees, agents and representatives from and against all claims, suits, actions, proceedings (formal and informal), investigations, judgments, deficiencies, damages, settlements, liabilities and legal and other expenses (collectively, "Claims") arising out of or in any way related to such fencing, including its installation and maintenance, except for Claims related to the willful acts, omissions or gross negligence of the District.

    c. The District shall have no responsibility, financial or otherwise, regarding the fencing, and shall not be liable to Cedar or its employees, agents, contractors, licensees, guests or invitees for any injury, property damage or loss of any kind in connection with the fencing, including its installation and maintenance, nor shall the District be liable for any damage, theft or vandalism regarding the fencing.

d. Cedar and its contractors shall maintain an insurance policy or policies providing insurance coverages as recommended by the District's insurance adviser, which are set forth in the Certificate of Liability Insurance attached hereto as Appendix "A," during the term of this Agreement, which insurance shall also name the District as an additional insured. Cedar shall furnish the District with a certificate of such insurance, which shall evidence such coverage limits.

e. The District shall continue to have access to the Property after such fencing is installed and up until closing, and Cedar shall ensure that emergency services, including fire and law enforcement, shall continue to be able to access the Property.

f. Cedar will be permitted to install fencing immediately upon full execution of this Agreement by both parties.

3. Door Locks, Furniture, Concrete Blocks.

a. Prior to closing, the District will remove all interior doors locks from the two buildings on the Property and replace the cores of the exterior door locks, and, upon closing, will provide keys for the new exterior door locks to Cedar.

b. The District shall not be required to remove furniture that presently exists in the buildings on the Property. Cedar acknowledges that the concrete blocks and plastic chain currently placed by the District near the entrance to the Property will be removed prior to closing.

4. Post-Closing Consultation.

a. For the first month after closing, the District will provide up to eight (8) hours of consultation support to attempt in good faith to answer questions Cedar may have regarding the Property, its buildings and systems, to the extent known by the District.

b. For the second month after closing, the District will provide up to six (6) hours of consultation support, under the same conditions.

c. Any request for a consultation will be made at least two (2) school days in advance, either via email to facilities@onteora.k12.ny.us or by phone to the District's Facilities Office at 845-657-6384. Requests received after regular Facilities Office hours (i.e., 7:00 a.m. to 3:00 p.m. on school days) will be deemed received on the following school day.

d. Cedar expressly waives any and all claims against the District, its officers, employees, agents and representatives, that may arise in relation to any

information shared or any consultation provided as set forth in this Agreement. The District shall not be held liable and expressly disclaims any liability for any injury, damage or loss of any kind that may arise out of or relate to information provided by the District, its officers, employees, agents and representatives, in connection with the consultations set forth in this Agreement. Cedar acknowledges that the District's knowledge of the Property, its buildings and systems is limited, and that while the District is agreeing to provide information in its possession regarding the Property, Cedar assumes all risk and liability if it chooses to rely on such information.

5. Documents.

   a. The District will provide copies or originals (at its discretion) of documents in its possession that are related to the Property and requested by Cedar. Any request for documents must be made via email or by phone as set forth in section 4(c) above, and the District will respond promptly but no later than ten (10) school days after receipt of a request.

6. Miscellaneous.

   a. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement. For purposes of this Agreement, ".pdf" or other electronically transmitted signatures shall be deemed the equivalent of an original signature and shall be binding on the Party transmitting their signature in such manner.

   b. Neither party shall be deemed the drafter of this Agreement, and if any provision is found invalid or unenforceable, such finding shall not affect the remaining provisions.

   c. This Agreement is subject to the approval of the Board of Education of the Onteora Central School District.

   d. All other agreements in place between Cedar and the District remain in full force and effect, including the District's agreement to deliver a separate check for $250,000 to Cedar at the time of closing.

Cedar Development East, LLC	Onteora Central School District
_____	_____
By: Kerry Danenberg	By:
Executed this ___ day of _____2026	Executed this ___ day of _____ 2026

Appendix A
Insurance Requirements

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: ABC AGENT NAME	
SAMPLE CERTIFICATE ABC AGENT NAME 123 ADDRESS ABC CITY ST 99999	PHONE (A/C, No, Ext): (999) 999-9999	FAX (A/C, No): (999) 999-9999
	E-MAIL ADDRESS: ABC AGENT EMAIL	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ABC COMPANY	
INSURED ABC NAMED INSURED 123 ADDRESS CITY ST 99999-9	INSURER B : ABC COMPANY	
	INSURER C : ABC COMPANY	
	INSURER D : ABC COMPANY	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL221421395 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		ABC123	Current	Current	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ABC123	Current	Current	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ABC123	Current	Current	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as an Additional Insured as respects to general liability as required by a written contract with the Named Insured on a primary and non-contributory basis with Waiver of Subrogation and, a written hold harmless and indemnification agreement in place.

CERTIFICATE HOLDER

Onteora Central School District
PO Box 300
Boiceville NY 12412

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ONTEORA
CENTRAL SCHOOL DISTRICT

4168 Route 28, Boiceville, NY 12412
ph. 845 657 8499 • fax 845 657 8742
www.onteora.k12.ny.us

MONICA LACLAIR
BUSINESS OFFICE
Assistant Superintendent for Business
mlaclair@onteora.k12.ny.us

INDEPENDENT CONTRACTOR RETAINER

Name: Jamie Reilly / DBA HARIPRAKAASH

Address: 190 albany ave Kingston NY 12401

Telephone Number: 9174500548

In accordance with Education Law of the State of New York, and the regulations of the Onteora Central School District, you are hereby retained as Jamie Reilly / YOGA INSTRUCTOR effective February 2, 2026 to February 9, 2026 at a rate of $400 per day to a maximum of $2000 with no fringe benefits or deductions. Onteora CSD or its designee reserves the right to monitor all contracts, including purchase orders, from commencement until completion and to certify satisfactory and timely performance/completion of the contract prior to the District's authorization of payment of the agreed contract amount to the contractor. You will be paid on invoices submitted by you, stating the dates and hours that the services you rendered and your total fee.

The terms and conditions of this contract are subject to formal approval by the Board of Education. Please sign below and return to the Program Supervisor's Office as soon as possible.

I hereby assert that I am duly qualified as provided by the Education Law, and that I hereby accept the retainer for services under the conditions set forth above.

Signature — Date: 1/15/26

Jamie Reilly — Print Name

[redacted] — Social Security Number or Federal Tax ID

FOR DISTRICT USE ONLY

Approved by: _____ — Program Supervisor — Date: 1/21/2026

YOGA INSTRUCTOR — Program

A2110.449-01PE — Budget Code

Approved by: _____ — Superintendent of Schools — Date

Updated 08/31/2023

Class Name:

Chill Time at Onteora High School

Yoga and Meditation with HariPrakaash

Class Description:

The focus of these classes is to teach students the value and benefits of mindful activity to help reduce stress and anxiety.

Through positive, constructive, and creative techniques, this will be an opportunity for the high school students to stretch and strengthen their bodies, relax their minds and have fun. We will experience different yoga poses, different breathing techniques and short meditations. The students will be able to call upon these techniques in any aspect or time of life.

An increase in flexibility, balance, coordination, concentration and inner calm are all side effects of these practices. These practices also promote confidence, self esteem, positive body awareness, and a clear sharp mind.

Ideally they will have an experience of the practices working for them in real time. Such as… Maybe there is a test that week, maybe they are participating in a sports competition, maybe they are simply going through an awkward time in life… the tools and techniques they will learn can and will help to shift their mindset to positivity, to victory and allow them to know they are not alone. The confidence in knowing they have tools, when they need them and it's all within.

Dates proposed:

February 2026… exact dates TBD

- Monday-Friday 8:15a - 2p
- 6 classes each day - each class 35min

Rate: entire week $2000