Board Meeting - Feb 12 2026 Minutes

Thursday, February 12, 2026 at 6:00 PM

MS/HS Auditorium

Page

1. Meeting Opening

1.01 Call to Order 6:00

1.02 Tobacco Policy Statement

We have a Tobacco policy in place, there is no smoking within 100 feet of any school building

1.03 Pledge of Allegiance

1.04 Roll Call: Present: Rory Smith, Jenny Jared, Emily Mitchell-Marell, Caroline Jerome, Clark Goodrich, Rick Knutsen, Cindy Bishop

2. Welcome

2.01 TBD 21 - 29

02-10-2026 - Board Welcome - HS Principal.pdf

3. Public Hearing

3.01 The Board President will open the Hearing on the Smartbond Investment Plan (20 min)

3.02 Director of Technology, John Reimer, will present the Smartbond Investment Plan Phase 2 30 - 39

SmartBond Investment Plan Phase 2 Presentation.pdf

3.03 The Board President will close the Hearing

4. Food Service Presentation

4.01 TBD 40 - 49

Onteora Food Service NY Foods 2026.pdf

5. Student Representative Report

5.01 The Student Representative on the Board, Jenny Albright, will give a report

Following the Food Service Presentation, Student Representative Jenny Albright began her report by commenting on the presentation, noting that feedback from students has been positive and that the food at Onteora is considered to be very good.

Jenny reported that the Science Olympiad team competed last weekend.

She shared that Community Night is scheduled for the upcoming week.

In athletics, Jenny stated that the boys basketball team has been performing exceptionally well and recently secured a win against a very tough competitor. She added that winter track is also having a strong season, and the ski team continues to have a successful season.

Jenny highlighted that the Spanish Club recently took a trip to New York City. She also noted that the Art Club has an upcoming trip planned to the Museum of Modern Art (MoMA) in New York City.

She reported that at the beginning of the winter season, the National Honor Society organized a canned food drive to collect donations for local food banks.

Lastly, Jenny shared that the 6th grade has been participating in afterschool club sports.

6. Proposed Executive Session

6.01 Enter Executive Session

Motion to enter into executive session to consult with legal counsel (duration 45 min)

Moved by: Rory Smith
Seconded by: Jenny Jared

Carried

6.02 Exit Executive Session

Motion to exit executive session and return to public session

Moved by: Jenny Jared
Seconded by: Rory Smith

Carried

7. Budget Presentation

7.01 Assistant Superintendent for Business, Monica LaClair will present the Rollover Budget (20 min) 50 - 60

2-10-26 Budget Rollover.pdf

8. Acceptance of Minutes

8.01 Acceptance of Minutes 61 - 78

Board Meeting - Jan 13 2026 - Minutes - Html

Special Meeting in Central Administration - Jan 23 2026 - Minutes - Html

The Board of Education hereby accepts the minutes of the January 13, 2026 and January 23, 2026 meetings

Moved by: Clark Goodrich
Seconded by: Jenny Jared

Carried

9. Superintendent District News

9.01 The Superintendent will report District News

Snow Days

We have used four snow days, and have two remaining. Please review the back of the one-page calendar that is on our website for the process we have established if we need more emergency closing days than we have in the calendar.

School Calendar

We have been working on a draft school calendar for next year. Currently, in our draft calendar, students return on September 8th, which is the day following Labor Day. We plan to hold two Superintendent Conference Days the Thursday and Friday prior to Labor Day. The calendar currently has six snow days again next year, but that could potentially increase by one day. If not, we will follow the same process as we have this year related to snow days. If we have to utilize more emergency days than are in the calendar, we will use days from spring break to make up the lost instructional time. We should be able to bring the calendar to the Board in March for review and approval.

Ulster BOCES Tour

Assistant Superintendent Laffin and I were fortunate to join the annual Board tour of all of the BOCES programs that are available to our students, including the new facility at iPark. The day was very full as we visited five separate locations. This is an important opportunity for our Board members to see the programs and speak with the administrators and students in each program in order to really understand what is available. We don't always have students in every program, but it is valuable to be familiar with the offerings.

Middle School Book Fair

Our Middle School has partnered with the Booster Club and the Golden Notebook to hold a book fair. The book fair was set up for much of today and will be available again tomorrow. The 6th grade was treated to a book reading by voice actor Mr. Ollie Wyman. We were able to watch part of the reading and it was great. The kids were really engaged.

EV Bus Initiative

During the Ulster County School Boards Meeting with Legislators, Michele Hinchey spoke about her efforts to change the EV Bus mandate. She noted that she is pushing to ensure that the challenges of this program are recognized and that additional waivers may be put in place. On this topic, during a meeting of the legislative committee of my professional organization, a colleague whose district has three EV buses noted that they simply were unusable during the very cold days last week.

During this same meeting, Michele Hinchey noted that although the Governor has put a one percent increase in Foundation Aid in her proposed budget, Senator Hinchey will be fighting to increase that number to three percent. The one percent increase is only $79,741 for us, so even if that were to be tripled, it would still not be a significant aid increase for Onteora. I don't expect that we will see a three percent increase in the final state budget, but they may be able to raise it to two percent.

West Hurley Elementary

I am pleased to report that the West Hurley property sale has been closed. As of Friday of last week, the District is no longer the owner of this property and I look forward to seeing it be transformed into housing for our District.

10. Board District News

10.01 The Board will report District News

Trustee Mitchell-Marell reported that Woodstock School recently hosted a Bingo Night, with every table filled and strong participation. She noted the event was very enjoyable. She also shared that a Valentine's Day party is scheduled for tomorrow and that the Woodstock Talent Show will take place in March.

Trustee Jared expressed how impressed she was with the Middle School Community Day, highlighting the yoga and

meditation class that she taught, specifically noted how exceptional the Onteora students were who participated.

Trustee Knutsen also commented on the Middle School Community Day, stating that many community members were involved and that students were able to choose from a variety of activities during the school day. He shared that he and his spouse led an improv workshop.

Trustee Jerome shared that her daughter was very happy with the event, along with the rest of the student body. Trustee Bishop added that her granddaughter was also very excited about the day.

Trustee Bishop then reported on Legislative Action, sharing that she attended Lobby Day with trustees Knutsen and Jared in Albany where they met with representatives. She described it as an interesting and productive day, noting that the representatives were highly engaged. At times, board members were paired with neighboring districts. She stated that the issues raised by Onteora were echoed by board trustee colleagues from across the region.

Trustee Knutsen added that every school district in the state has concerns regarding the electric vehicle (EV) bus mandate. He expressed that for Onteora, the mandate presents significant challenges and is not currently feasible due to a host of practical concerns and prohibitive costs. He emphasized the need for greater clarity from the state to help districts plan for the future, as the current version of the mandate does not align with operational realities. He also noted that Foundation Aid and artificial intelligence were discussed during Lobby Day.

Trustee Jared shared that one of her highlights from Lobby Day was the unity among school board trustees, representatives, and staff, stating that all were aligned and unified in advocating for what is best for schools and students.

Trustee Goodrich reported that while at iPark, he spoke with Senator Michelle Hinchey regarding EV buses. He stated that he believes there is understanding that any solution must be affordable. He recommended that hybrid options be considered. He also noted that several board members toured

Ulster BOCES, commending the program and sharing that it was especially impactful to hear directly from students, as teachers allowed them to lead the discussion.

Trustee Jared reported that the district's music department had an outstanding showing at the All-County Jazz Festival held two weekends ago.

Trustee Bishop added that she attended the All-County Choral event the week prior to the Jazz Festival. She described the experience as remarkable, noting that students from across Ulster County rehearse the same piece and meet for the first time on the Friday evening before the concert, then perform together the following day. She shared that Onteora's Chorus Teacher, Brittany Carroll was there.

11. Acknowledge Public Be Heard Comments

11.01 The Board will acknowledge the public be heard comments from the last meeting

no one spoke

12. Public and Student Comment

12.01 Public and Students may comment on any agenda or non-agenda item

The Board appreciates hearing from the public, including students, on any agenda or non- agenda item. Please understand that by our adopted parliamentary procedure, the Board can't engage in discussion or answer questions during Public Be Heard. Please know that we hear you and take all your comments into consideration. The Board does reserve the right to correct any inaccuracies or misinformation during Public Be Heard. Please limit your comments to 3 minutes, be civil, and do not name any particular individuals or promote any commercial ventures or products. People wishing to express individual student or personnel concerns can bring them to the Superintendent's attention in private.

Further, all individuals at Board meetings are expected to abide by the rules for Public Conduct on School Property as

set forth in the district's Code of Conduct. At board meetings, speakers and observers may not engage in behavior that disrupts the meeting, such as shouting, interrupting others, blocking the free movement of others, or obstructing the views of others. In the event of such disruption, the Board President will remind those in attendance of the rules under this policy. Any Board member may request a brief recess of the meeting, which would serve as a cooling down period. The Board President may order the removal of those who are a threat to the safety of others or who disrupt the orderly conduct of the meeting.

We understand community members are passionate about certain issues. We all want our school board meetings to serve as an example to our students that members of our school board and members of our community can deal with controversial issues in a civil manner and show mutual respect for one another. In that spirit, we ask that all speakers and members of the audience maintain civility and respect for the differing views of others.

13. **Break**

13.01 The Board will take a 5 minute break if needed

14. Discussion and Possible Action

The Board of Education reached consensus on the goals as presented. No further discussion was held.

14.01 District Goals 2025-2027

Healthy and Safety - Use of Artificial Intelligence and Technology

As the administration continues its work with BOCES in a pilot program to develop sound and thoughtful policies on the safe and effective use of Artificial Intelligence in the district, the board will seek to increase engagement and knowledge in the parent and guardian community on the issues surrounding AI and tech through outreach programs. The district should

move toward a clear, easy-to-understand set of districtwide expectations regarding the safe and ethical use of AI on schoolwork.

Culture and Climate

The Board is committed to creating and nurturing an environment in which every student is supported, engaged, and progressing on their individual path. The Board will prioritize whole-student well-being by supporting programs that meet our students where they are, and offer them the academic, extracurricular, and life-skill-building opportunities that will put them in the best position to succeed and become lifelong learners. The board will additionally support the administration's efforts to foster a culturally responsive-sustaining education framework, which is the centerpiece of New York State's transition to the "Portrait of a Graduate" blueprint for future graduates.

In-Person Learning

In an increasingly online and isolated society, being present for educational instruction, including arriving on time at the start of each school day and having daily human interaction and play is crucial. It both fosters a productive, vibrant and equitable learning environment for our students and improves their mental health, social skills, and academic development

Regular attendance is a core value of our district, which allows our students to be present for themselves and each other. The board will support and monitor the administration's ongoing efforts to reduce absenteeism and increase in-person engagement for our students.

Academic

The Board supports providing robust professional development opportunities to inspire our educators and students and to ensure our teaching is following best practices in a rapidly evolving world. This includes continued

support for the implementation of Multi-Tiered Systems of Support (MTSS). Additionally, The Board commits to monitoring and improving student success by ensuring shifts in curriculum, course offerings, instruction, and professional development needed to align with Portrait of a Graduate by Fall 2027, including identifying enhanced academic growth opportunities for all students.

Fiscal Planning and Oversight

The Board will support the creation of an annual budget that prioritizes student needs and a long-term fiscal plan that prioritizes the continued financial health and sustainability of the district.

The Board will continue to advance the next steps in the creation of a unified K-12 central campus that is strategically planned, future-focused, financially and environmentally sustainable, and an optimal learning environment for all the students in our district. The board will strive on an ongoing basis to provide clear, understandable information to the public. The Administration will make the long-term plan available to the public and provide progress updates as they become available

Communication

The Board recognizes the paramount importance of developing respectful and collaborative relationships with our community partners. To that end, we will continue to partner with our BOCES consultant and district administration to implement improvements in our communications strategies. The Board and administration will communicate its priorities, report its progress on initiatives, and address community concerns in detail through presentations at our public board meetings, monthly Board Briefs, quarterly District newsletters and public events.

14.02 Discuss potential parent workshops in the near future (20 mins)

Trustee Knutsen emphasized the importance of scheduling

opportunities that would encourage community involvement and create awareness around emerging issues such as technology and artificial intelligence. He noted that discussions would not necessarily need to center around a full book study, but could instead focus on articles from magazines or newspapers. He suggested that the Board could help create a space for the community to come together and engage in meaningful dialogue.

Trustee Jared stated that the Board is in new territory and has more space to think broadly about topics such as mission, vision, and future planning. She proposed the possibility of the Board reading a book aligned with one of its goals and inviting the community to participate in the discussion.

Trustee Jerome expressed concern about potential attendance, acknowledging how busy families and community members are.

Trustee Bishop reflected positively on the Board's previous study of *Governance Core 2.0*, describing it as empowering. The idea was raised of selecting another book and inviting the community to read along and share their perspectives during designated Board meetings, with careful consideration given to choosing a topic that would foster strong engagement.

Trustee Mitchell-Marell suggested keeping "ears to the ground" to gauge parent interest and proposed creating a shared document to review popular non-fiction titles.

Superintendent McLaren suggested that a workshop could be scheduled an hour prior to a regular board meeting.

Trustee Jared also proposed the possibility of holding a lighter workshop or discussion session between board meetings.

Trustee Bishop asked whether there was general agreement on the concept of exploring potential titles and determining how such an initiative would work.

Consensus of the Board was affirmative.

Trustee Goodrich suggested reaching out to the district librarians for recommendations on popular books.

15. Consent Agenda

15.01 Approve Consent Agenda

The Board hereby approves item numbers 15.02 - 15.13

Moved by: Caroline Jerome

Seconded by: Rory Smith

Carried

15.02 Personnel Agenda

The Board of Education hereby approves the personnel agenda as attached

Carried

2-10-26 personnel agenda.pdf

15.03 Approve Volunteers

The Board of Education hereby approves the following volunteers listed below:

Megan Cash

Ian Fischer

Carried

15.04 Cell Phone Assignments - updated list (in bold)

The Board of Education hereby approved the following cell phone assignments as below:

Carried

Cell Phone Assignments 2025/2026	
Name	**Notes**
Gabriel Buono	
Raymond Clinton	
Lance Edelman	
Elizabeth Fallo	
Carol Grima	
Corey Halwick	SRO
Kyle Harjes	
Stephanie Laffin	
Ariel McGrath	
Victoria McLaren	
Rosalie Mernin	
Jonnah O'Donnell	
Scott Richards	
Sarah Turck	
Thomas Sharon	SRO
Don Solimene	
Alexandria Weir	
MIFI Access Point – Lance Edelman	

15.05 Memorandum of Agreement between OCSD and ONTEA

BE IT HEREBY RESOLVED that the Board of Education of the Onteora Central School District approves the attached Memorandum of Agreement with the Onteora Central School District and the Onteora Non Teachers' Association as attached

Carried

MOA between OCSD and ONTEA.pdf

15.06 Change Orders for Current Projects

BE IT HEREBY RESOLVED on recommendation by the Superintendent of Schools that the Board of Education of the Onteora Central School District approves the attached Change Orders (in red) for the current projects

Carried

change order spreadsheet 2.10.26 approval.pdf

15.07 Donation of Bench Soccer Table

BE IT RESOLVED, that the Onteora Central School District Board of Education accepts the donation of a Bench Soccer Table valued at $599.00 from Mr. Don Solimene for use in the cafeteria.

Carried

15.08 Additional Donations

The Superintendent recommends approval for the attached donations, each contributing to various initiatives within our district, and increasing their respective budgetary appropriations. The total amount for approval is $13,191.08.

Carried

Donation Spreadsheet.pdf

15.09 Financial Report

The Board has reviewed and hereby accepts the Financial reports from December 2025

Carried

15.10 Stale Dated Checks

As of February 11, 2026, the presented stale dated check will

be written off.

Carried

15.11 Warrants

The Board of Education has reviewed and hereby accepts Warrant Schedule 7

Carried

15.12 Surplus Items

BE IT HEREBY RESOLVED on recommendation by the Superintendent of Schools that the Board of Education of the Onteora Central School District declare the attached lists as surplus and authorizes the same and/or disposal of these items.

Carried

Bennett Surplus .pdf Spring BOE Memo 2026.pdf

15.13 Schedule U- The Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE) Recommendations

The Board hereby approves the Instruction - Schedule U - The Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE) Recommendations, Schedule U, #02/26, Confidential, as reviewed by Trustee Jenny Jared

Carried

16. Contracts and Independent Contractor Retainers

16.01 Approve all Contracts and Independent Contractor Retainers

The Board hereby approves item numbers 16.02 - 16.08

Moved by: Jenny Jared

Seconded by: Caroline Jerome

Carried

16.02 Agreement between CPL and Onteora CSD

BE IT RESOLVED, that the Board of Education of the Onteora Central School District hereby approves and authorizes the execution of an agreement with CPL Architects, Engineers and Landscape Architects, D.P.C., d/b/a CPL, to provide architectural and related professional services for the Capital Improvement Project, as attached; and

BE IT FURTHER RESOLVED, that the Superintendent of Schools is authorized to execute all documents necessary to effectuate this agreement.

Carried

CPL Contract - final.pdf

16.03 ICR- Yoga and Meditation with HariPrakaash - Woodstock Elem.

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 March 23, 2026 through March 27, 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- WD.pdf

16.04 ICR- Mentoring in Architecture with M. Wentland

BE IT HEREBY RESOLVED on recommendation by the Superintendent of Schools that the Board of Education of the Onteora Central School District approve the Independent Contractor Retainer between the Onteora Central School District and Michael Wentland retained as an Architecture Mentor effective February 11, 2026 through June 26, 2026 at a

maximum rate of $250.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

Wentland- Mentor.pdf

16.05 ICR- Mentoring in Architecture with J. Welton

BE IT HEREBY RESOLVED on recommendation by the Superintendent of Schools that the Board of Education of the Onteora Central School District approve the Independent Contractor Retainer between the Onteora Central School District and Janus Welton retained as an Architecture Mentor effective February 11, 2026 through June 26, 2026 at a maximum rate of $250.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

Welton- Mentor.pdf

16.06 ICR- Nutty Scientists Hudson Valley

BE IT HEREBY RESOLVED on recommendation by the Superintendent of Schools that the Board of Education of the Onteora Central School District approve the Independent Contractor Retainer between the Onteora Central School District and Jessica Jacobsen, Nutty Scientists Hudson Valley retained as "Ice Age" Assembly effective March 9, 2026 at a maximum rate of $375.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

Nutty Scientists -Hudson Valley - ICR.pdf

16.07 Arlington CSD Health and Welfare Services

BE IT RESOLVED, that the Board of Education of the Arlington Central School District hereby establishes the rate of

$1,126.22 per pupil for the 2025–2026 school year for Health and Welfare Services provided to Onteora Central School District resident pupils attending nonpublic schools located within the Arlington Central School District; and

BE IT FURTHER RESOLVED, that the Board President and the Clerk of the Board of Education are hereby authorized to execute any and all contracts necessary for the provision of health services for the 2025–2026 school year.

Carried

Arlington CSD H and W Services.pdf

17. Policies

17.01	First Reading of Policy 3435 Culture, Climate and Belonging Culture Climate and Belonging policy 3435 update to policy.pdf	125 - 127
17.02	First Reading of Policy 5659 Free Meal Services Free Meals Service policy 5659.pdf	128 - 129
17.03	First Reading of Policy 5660 "Charging" Meals and Other Food Items 5660 charging meals and other food items.pdf	130 - 133
17.04	First Reading of Policy 5681 School Safety Plans and Teams School Safety Plans and Teams - with updates.pdf	134 - 138
17.05	First Reading of Policy 5720 Scheduling and Routing 5720 Scheduling and Routing with 2026 changes.pdf	139
17.06	First Reading of Policy 5730 Transportation of Students 5730 Transportation of Students with 2026 updates.pdf	140 - 141

18. Committee Reports

18.01 Updates from Board Committees

Trustee Smith reported that the Facilities Committee met on January 15, 2026 at Bennett Elementary School. The

Committee reviewed the Optimizing Onteora initiative and the Building Condition Survey. Updates were provided on the elevator project, ceiling abatement, and the middle school gym floor project, noting that bids are currently out. Trustee Smith also reported on the well drilling project behind the Bennett garden. During the process, a pipe was broken; however, the project will restart in the spring at no additional cost to the District. The next Facilities Committee meeting is scheduled for March 19th at the Middle School/High School.

Trustee Jerome reported that the Communications Committee met and confirmed that Board Briefs are ready for distribution in both print and digital formats.

Assistant Superintendent LaClair reported that the Health & Wellness Committee met to discuss the upcoming "Meet, Greet and Eat" event. The next meeting is scheduled for February 18th.

19. Unfinished Business

19.01 The Board will discuss Unfinished Business

nothing discussed

20. New Business

20.01 The Board will discuss New Business

nothing discussed

21. Request for Information

21.01 Board Members will Request Information of the Superintendent

Trustee Bishop requested additional information from the District's attorneys regarding the single polling location, and, if necessary, from the Board of Elections.

Trustee Knutsen requested an update on the design phases of the central campus project. Superintendent McLaren reported that members of the design team will be meeting

with staff over the next month to gather input as part of the initial phase of planning.

Trustee Knutsen inquired whether students would also be involved. Superintendent McLaren confirmed that students will be included in the process.

Trustee Bishop asked that the central campus design update be placed on the agenda for discussion at the next Board of Education meeting.

22. Adjournment

22.01 Adjourn the Meeting. Next meeting is March, 3, 2026 at 6:00pm at the Woodstock School.

The meeting is adjourned at 9:28 pm

Moved by: Caroline Jerome

Seconded by: Emily Mitchell-Marell

Carried

District Clerk

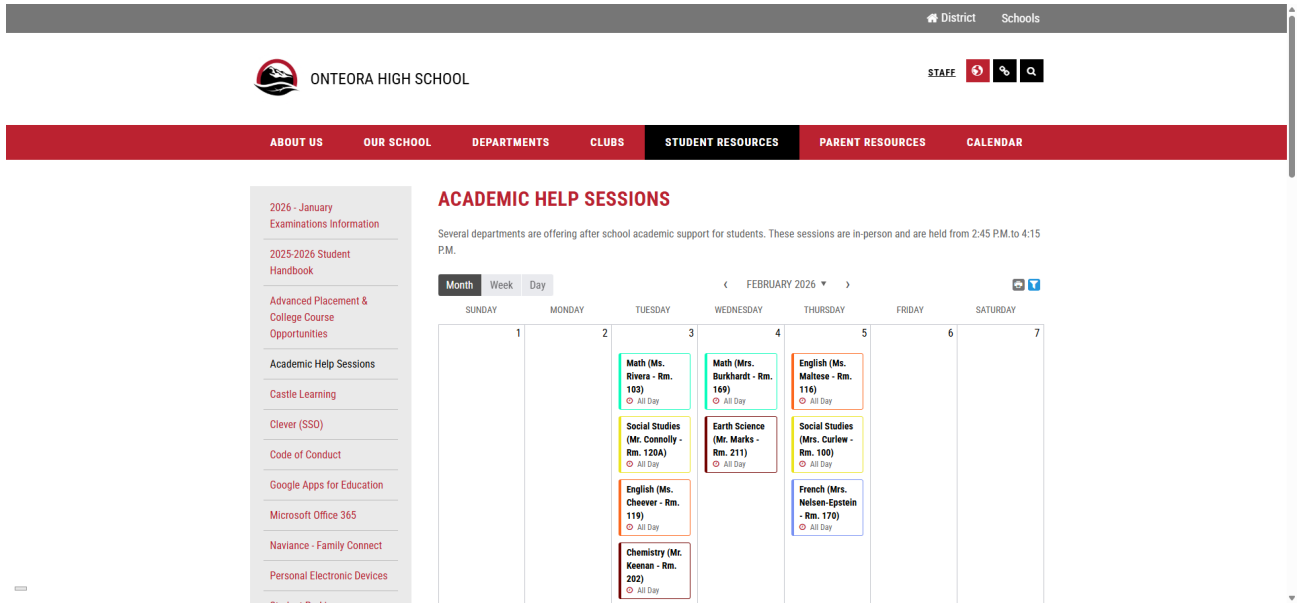
Board of Education Welcome Onteora High School

FEBRUARY 10, 2026

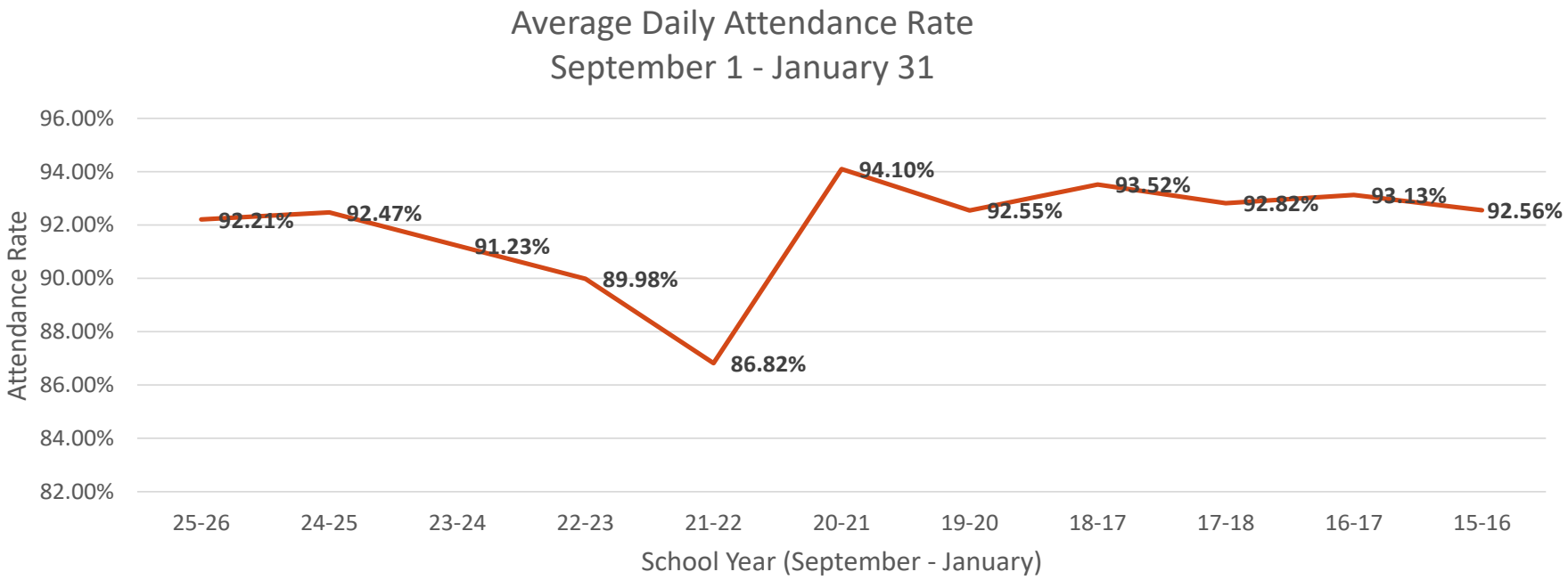
2025-26 Mid-Year Update

- Instruction
  - Classroom Visits
  - Assessments
    - 1,340 Midterms Administered
  - After-School Academic Help
  - Grading Practices
  - Artificial Intelligence

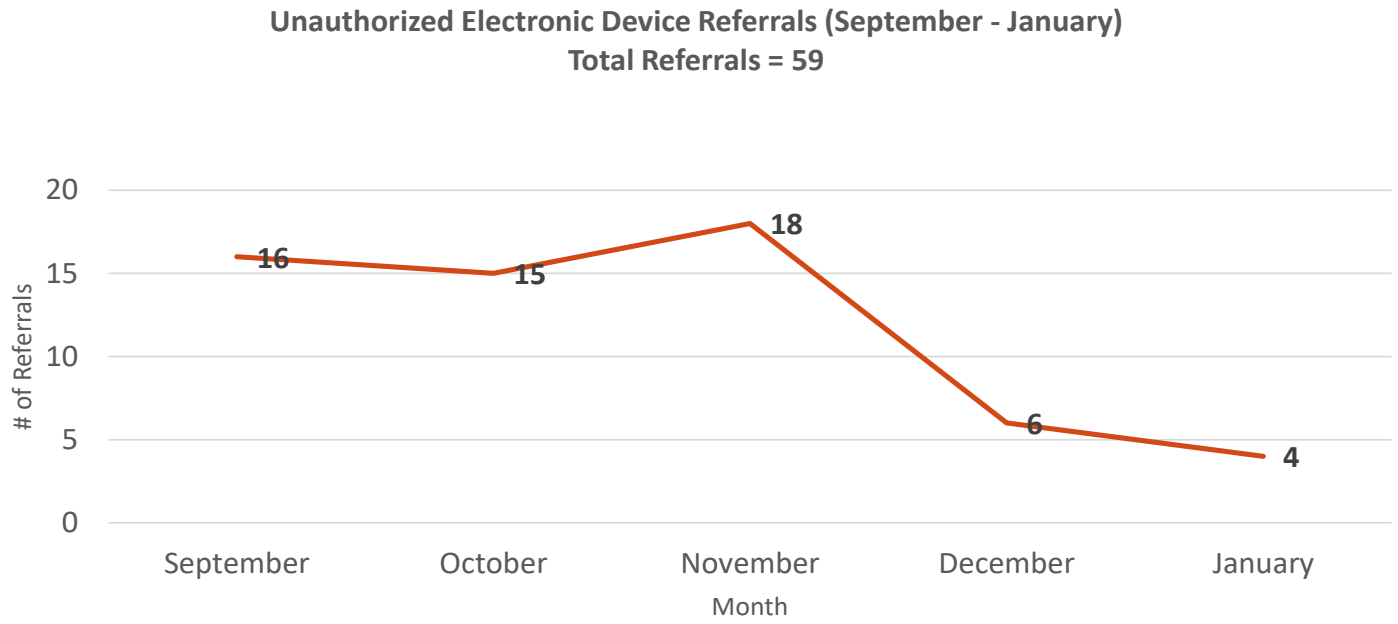
- Extra Curricular Activities
  - 27 Clubs
  - 8 Winter Sports



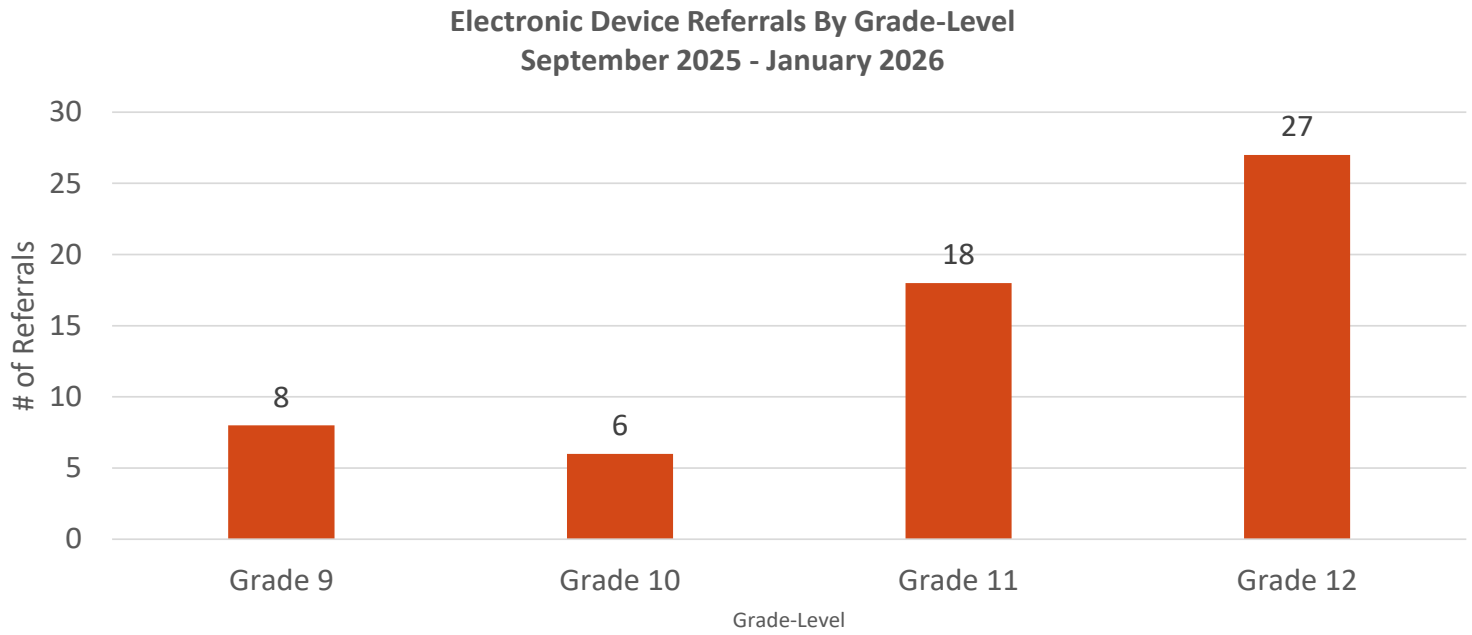
Student Attendance



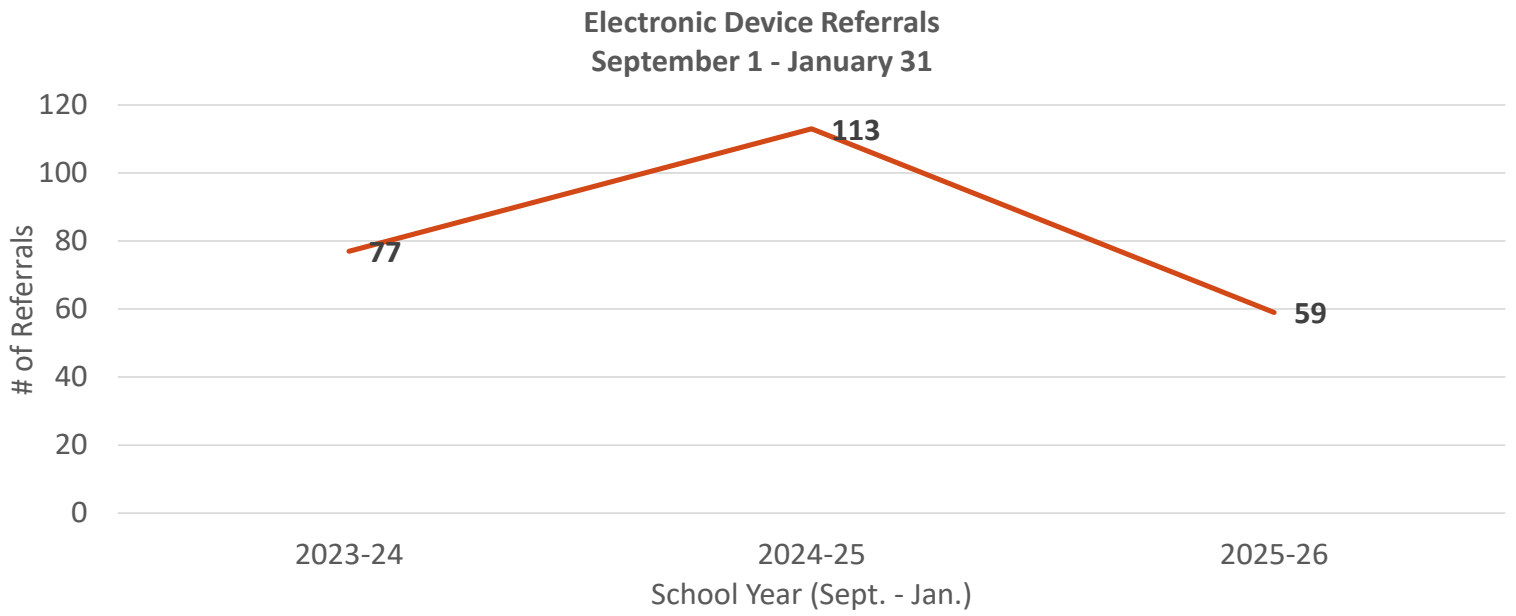
Electronic Device Referrals



Electronic Device Referrals



Electronic Device Referrals



High School Student Enrollment

Grade	**2026-27	*2025-26	2024-25	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19
9	80	73	84	99	114	130	107	114	107
10	73	79	90	105	117	99	106	92	116
11	79	79	89	116	93	90	93	113	94
12	78	88	113	86	93	97	109	97	105
9-12 Total	*310*	*319*	*376*	*406*	*417*	*416*	*415*	*416*	*422*

**Current Enrollment (2/6/26)*
***Projected Enrollment*

ONTEORA HIGH SCHOOL 2026-2027 COURSE SELECTION FORM

NAME:_____ **GRADE:**_____ **COUNSELOR:** Evers, Schaffer, Smith, Staiger

CORE ACADEMIC COURSES

ENGLISH
- ☐ 1100 – English 9
- ☐ 1200 – English 10
- ☐ 1300 – English 11
- ☐ 1710 – AP Language 11*
- ☐ 1400 – English 12
- ☐ 1800 – English 101 (.5)*
- ☐ 1850 – English 102 (.5)*

SOCIAL STUDIES
- ☐ 2100 – Global Studies 9
- ☐ 2200 – Global Studies 10
- ☐ 2720 – AP European*
- ☐ 2300 – U.S. History
- ☐ 2700 – AP U.S. History*
- ☐ 2400 – Civics
- ☐ 2710 – AP Government*

SCIENCE
- ☐ 3200 – Earth Science
- ☐ 3100 – Biology
- ☐ 3300 – Chemistry (P)
- ☐ 3400 – Physics (P)
- ☐ 3700 – AP Biology* (P)
- ☐ 3720 – AP Enviro Sci* (P)
- ☐ 3710 – AP Chemistry* (P)

MATHEMATICS
- ☐ 4100 – Algebra I**
- ☐ 4150 – Algebra IA**
- ☐ 4250 – Algebra IB
- ☐ 4200 – Geometry (P)
- ☐ 4300 – Algebra II (P)
- ☐ 4390 – Algebra II H (P)
- ☐ 4350 – Intro College Math (P)
- ☐ 4450 – Math 115 (P)
- ☐ 4400 – Intro Calculus (P)
- ☐ 4490 – Intro Calculus H (P)
- ☐ 4500 – AP Calculus AB* (P)

FRENCH
- ☐ 5102 – French II (P)
- ☐ 5103 – French III (P)
- ☐ 5105 – French 201 (P)
- ☐ 5106 – French 202 (P)

SPANISH
- ☐ 5302 – Spanish II (P)
- ☐ 5303 – Spanish III (P)
- ☐ 5305 – Spanish 201 (P)
- ☐ 5306 – Spanish 202 (P)

BOCES (see back)
- ☐ 8886 – BOCES Tech Math (.5)
- ☐ 8892 – BOCES Tech Sci (.5)

1
2
3

PHYS ED/HEALTH
- ☐ 6600 – PE 9-12 (.5)
- ☐ 6400 – Health (.5)
- ☐ 6405 – Health for BOCES (.5)

ELECTIVE COURSES
(Greyed out courses are not offered, but may return the following year).

ART
- ☐ 6100 – Studio Art
- ☐ 6165 – Sculpture
- ☐ 6105 – Drawing for Design
- ☐ 6101 – Digital Art (P)
- ☐ 6110 – Drawing & Painting (P)
- ☐ 6115 – Glass & Metals (P)
- ☐ 6119 – Photography (P)
- ☐ 6161 – AP Art 2D* (P)
- ☐ 6162 – AP Art 3D* (P)
- ☐ 6163 – AP Art Drawing* (P)

Studio Art or Drawing for Design are the prerequisites for all upper-level art courses.

BUSINESS
- ☐ 6203 – Intro to Business
- ☐ 6204 – College Comp Skills
- ☐ 6216 – Marketing
- ☐ 6217 – Adv. Marketing (P)
- ☐ 6218 – Social Media Marketing
- ☐ 6230 – Criminal Justice
- ☐ 6235 – Business Law
- ☐ 6225 – Sports & Ent Mktg
- ☐ 6246 – Business Math
- ☐ 6706 – AP Computer Sci* (P)
- ☐ 6245 – Money Management
- ☐ 6320 – Food Science
- ☐ 6208 – AP Business
- ☐ 6200 – Personal Finance (.5)

ENGLISH
- ☐ 1503 – Creative Writing (.5)
- ☐ 1511 – Mythology (.5)
- ☐ 1512 – Science Fiction (.5)
- ☐ 1530 – Journalism (.5)

MUSIC
- ☐ 6500 – Wind Ensemble
- ☐ 6525 – Chorus
- ☐ 6540 – Philharmonic Orch
- ☐ 6555 – Music in Our Lives
- ☐ 6570 – Piano I (.5)
- ☐ 6571 – Piano II (P/.5)

SOCIAL STUDIES
- ☐ 2510 – Film History
- ☐ 2511 – Cinema Studies
- ☐ 2516 – Philosophy I (.5)
- ☐ 2512 – Sociology (.5)
- ☐ 2517 – Cultural Anthro (.5)
- ☐ 2750 – AP Human Geography*
- ☐ 2740 – AP Psychology*
- ☐ 2760 – AP African American*
- ☐ 2514 – Women's History US

SCIENCE
- ☐ 3500 – Forensics (P/.5)
- ☐ 3507 – Robotics (P/.5)
- ☐ 3505 – Anatomy (P/.5)
- ☐ 3511 – Astronomy (P/.5)

EXPLORATION
- ☐ 7600 – Community Mentorship

HEALTH
- ☐ 6407 – Adv 1st Aid & CPR (.5)

TECHNOLOGY
- ☐ 6720 – CADD (.5)
- ☐ 6727 – Creativity & Innov (.5)

***Requires AP Contract** ****Based on teacher recommendation** **(P) = Prerequisite**

BOCES VOCATIONAL PROGRAMS
- ☐ Animal Science 1
- ☐ Animal Science 2
- ☐ Auto Collision & Repair 1
- ☐ Auto Collision & Repair 2
- ☐ Auto Technology 1
- ☐ Auto Technology 2
- ☐ Aviation/Drone 1
- ☐ Aviation/Drone 2
- ☐ CISCO & Cyber Security 1
- ☐ CISCO & Cyber Security 2
- ☐ Criminal Justice 1
- ☐ Criminal Justice 2
- ☐ Culinary Arts 1
- ☐ Culinary Arts 2
- ☐ Digital Design & Production 1
- ☐ Digital Design & Production 2
- ☐ Early Childhood Education 1
- ☐ Early Childhood Education 2
- ☐ Electrical Construction 1
- ☐ Electrical Construction 2
- ☐ Fashion Design/Merchandising 1
- ☐ Fashion Design/Merchandising 2
- ☐ Graphic & Visual Arts (Print) 1
- ☐ Graphic & Visual Arts (Multi) 2
- ☐ Health Occupations Exploration 1
- ☐ Health Occupations Nurse Assisting 2
- ☐ Heating Vent & Air Conditioning 1
- ☐ Heating Vent & Air Conditioning 2
- ☐ Licensed Cosmetology 1
- ☐ Licensed Cosmetology 2
- ☐ Motorcycle/Turf Management 1
- ☐ Motorcycle/Turf Management 2
- ☐ Music Production 1
- ☐ Music Production 2
- ☐ Robotics & Adv. Manufacturing 1
- ☐ Robotics & Adv. Manufacturing 2
- ☐ Web-Based Ent. & Business 1
- ☐ Web-Based Ent. & Business 2
- ☐ Welding & Metal Fabrication 1
- ☐ Welding & Metal Fabrication 2

Anything else you want us to know?

Thank You!

Onteora Central School District

SMARTBOND INVESTMENT PLAN PHASE 2 PRESENTATION

2/12/2026

KEY FACTS ABOUT THE SMART SCHOOLS BOND ACT (SSBA)

Approved in 2014: New York voters passed the act to modernize school technology.

Funding Amount: Authorized **$2 billion** in general obligation bonds.

Purpose: To improve learning opportunities by investing in:

- *High-speed broadband and wireless connectivity*
- *Classroom technology (computers, tablets, interactive whiteboards, 3D printers)*
- *Security technology (high-tech surveillance, entry systems)*
- *Infrastructure upgrades for schools and communities*

Process:

- *Each district submits a **Smart Schools Investment Plan**.*
- *Plans must align with the district's **Instructional Technology Plan**.*
- *The **Smart Schools Review Board** approves plans before funds are released.*

Impact: Hundreds of districts have received allocations to close the "digital divide," expand access to devices, and strengthen school security.

CURRENT SMARTBOND FINANCIAL STATUS

Original Allocation: $870,557

Phase 1 Investment Plan for Security $428,770

Current Funds Left: $441,787

PHASE 1 SECURITY PROJECT RECAP

Districtwide Camera Replacement & Expansion

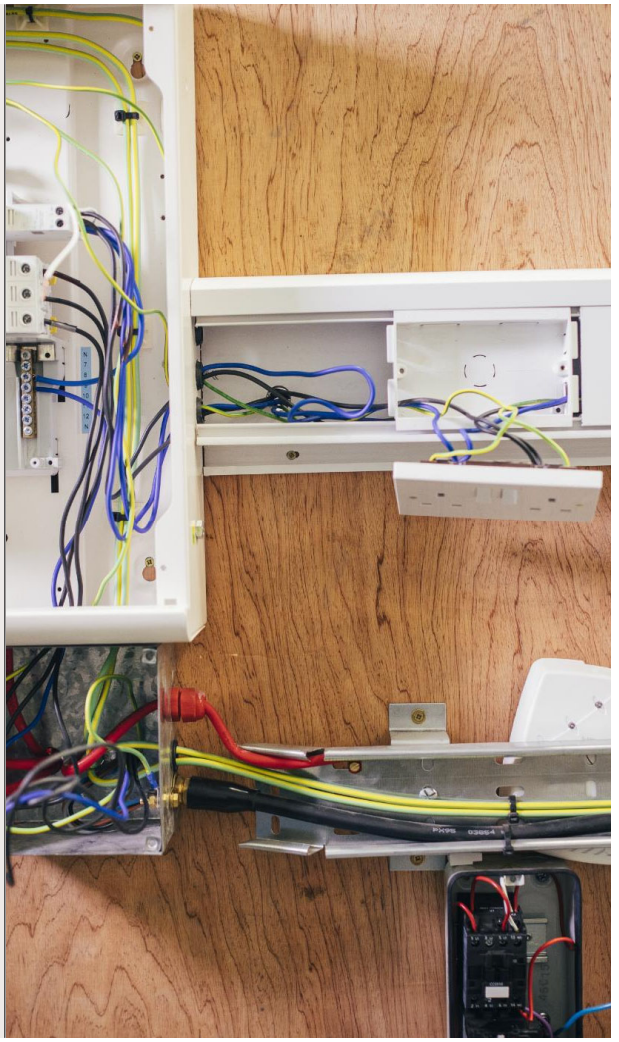
- *Replaced all legacy security cameras at the MS\HS. (Before this project even took place the MS\HS was the only building with cameras)*
- *Added 100 new cameras to eliminate blind spots and expand coverage*
- *Improved video quality, reliability, and system integration*

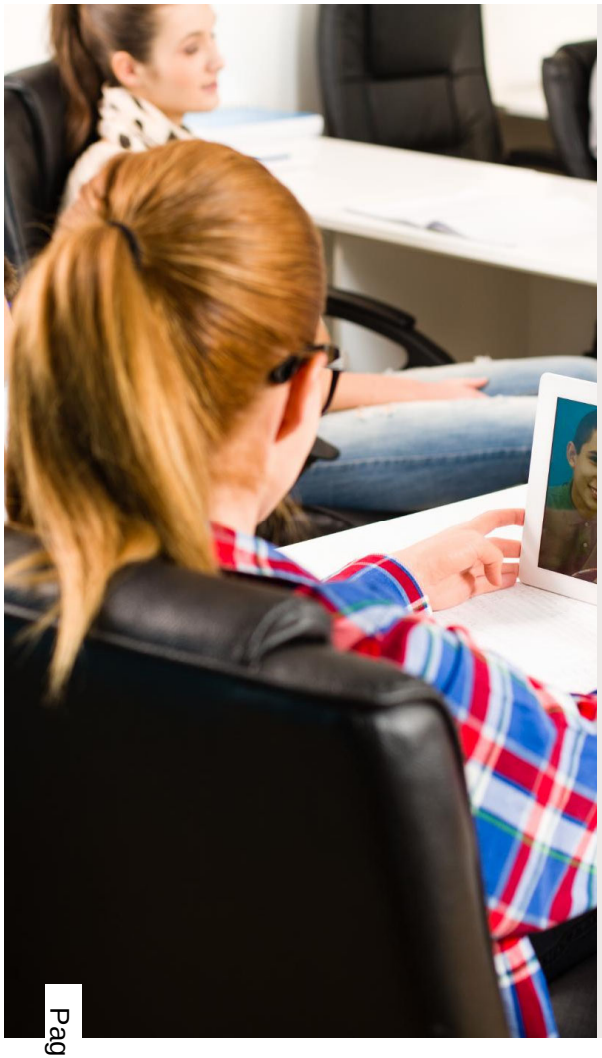
Enhanced Door Access Controls

- *Upgraded electronic door access systems across all buildings*
- *Improved control over entry points, added card reader and enhanced lockdown capabilities*
- *Increased consistency and reliability of access management*

Comprehensive Building Security Improvements

- *Standardized security infrastructure districtwide*
- *Strengthened monitoring, response readiness, and overall safety*
- *Aligned upgrades with modern school safety best practices*





PHASE 2 OBJECTIVES

Enhance Instructional Delivery

Interactive display boards enable dynamic, collaborative lessons that boost student engagement.

Empower Educators

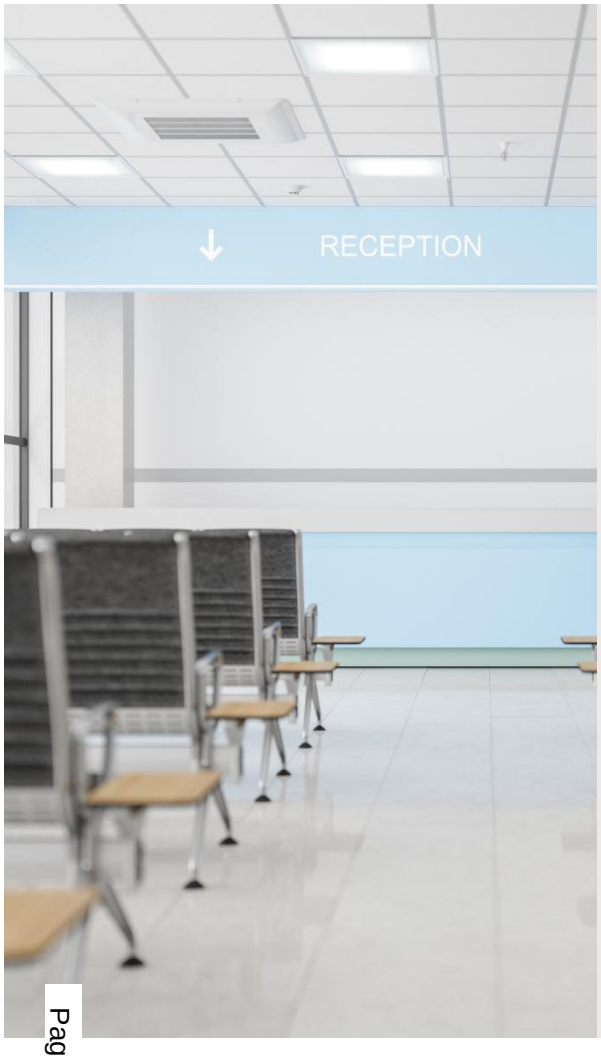
Laptops for teachers and staff facilitate efficient instructional and administrative task management.

Support Personalized Learning

Chromebook distribution creates a 1:1 learning environment tailored to individual student needs.

Maintain Device Readiness

Charging stations ensure devices remain powered and reduce disruptions during school hours.



PHASE 2 EQUIPMENT OVERVIEW

Interactive Display Boards

Interactive display boards transform classrooms into engaging, collaborative learning environments with ergonomic adjustable mounts.

Educator Laptops

Laptops provide teachers with efficient tools for lesson planning, grading, and communication to enhance teaching effectiveness.

Student Chromebooks

Chromebooks give students reliable access to digital learning platforms for both in-class and remote education support.

Charging Stations

Charging stations keep devices powered all day, reducing downtime and supporting continuous learning productivity.

Classroom Locks

Classroom Locks will enhance security and provide more access control to the classrooms

PHASE 2 BUDGET BREAKDOWN

ITEM	QUANTITY	UNIT PRICE	TOTAL
BenQ \ ViewSonic Display Boards	50	$2,649	$132,450
Adjustable Mounts	50	$738	$36,900
Laptops	100	$899	$89,900
Charging Stations	25	$753	$18,825
Chromebooks	300	TBD	TBD (Could come out of Annual Budget)
Classroom Door Locks	33 (Additional locks will be needed for districtwide implementation)		$161,522
Total			$439,597

PHASE 2 BENEFITS

Interactive Display Boards

Interactive boards foster dynamic lessons and boost student engagement through collaboration and participation.

Teacher and Staff Laptops

Laptops enhance instructional planning, grading, and communication, improving staff efficiency.

Chromebooks for Students

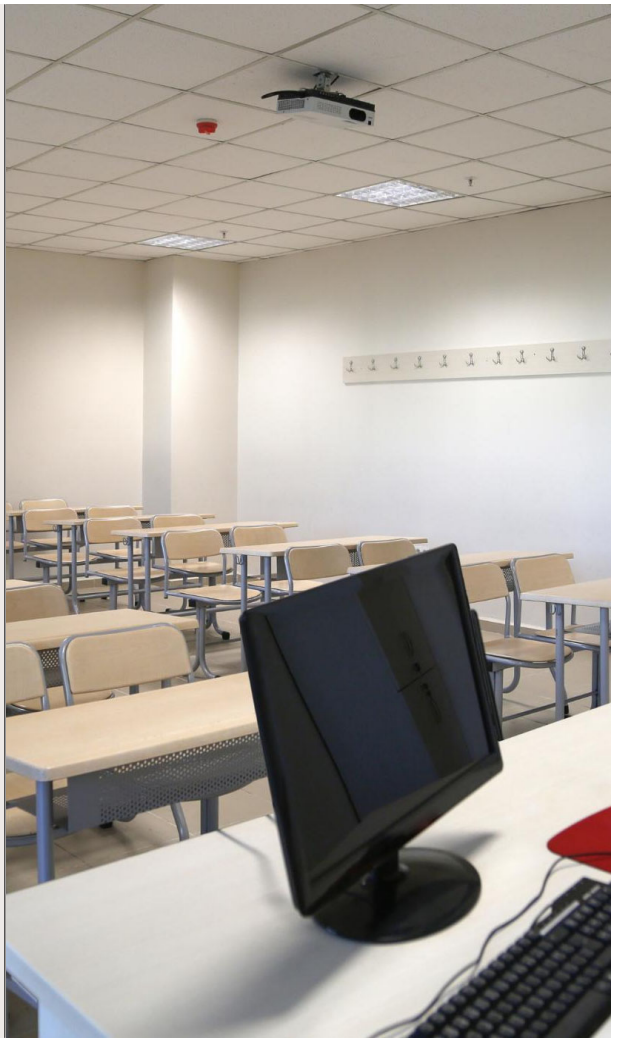
Chromebooks provide 1:1 digital access, supporting personalized and inclusive learning opportunities.

Charging Stations

Charging stations ensure devices remain ready, minimizing disruptions and maximizing instructional time.

Classroom Locks

Classroom Locks will enhance security and door access controls for classrooms. Enhancement to our lock down procedures.





PHASE 2 CONCLUSION

Strategic Educational Investment

The plan reflects a forward-thinking strategy to enhance educational capabilities with modern technology and training.

Alignment with Educational Mission

Investing in technology supports the mission to provide high-quality and equitable education for all students.

Future Growth and Innovation

The initiative positions the district for sustained growth and innovation in education through long-term planning.

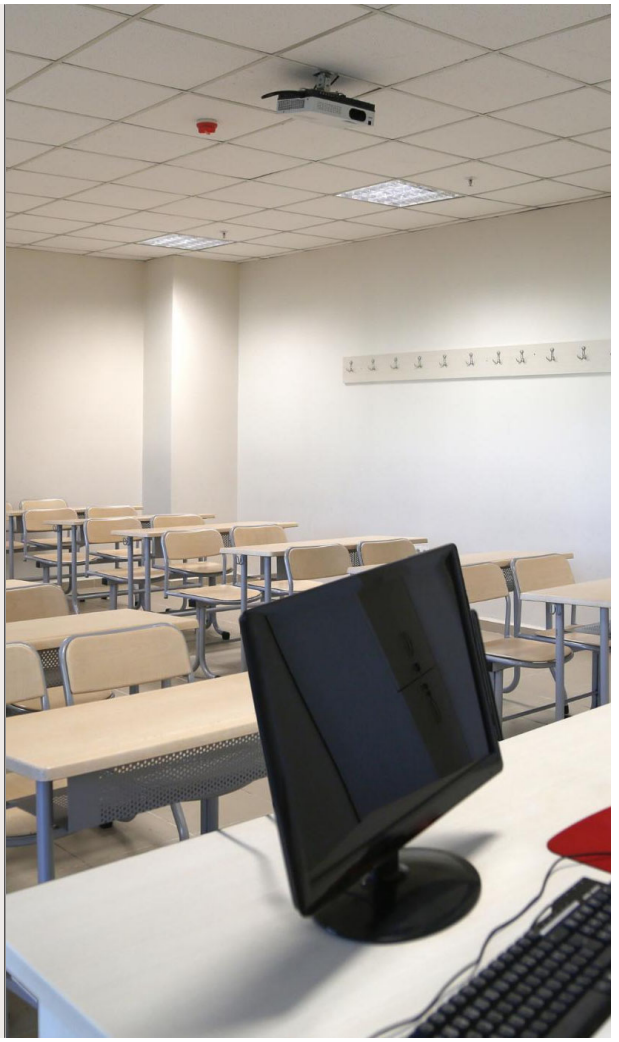
Board Support and Impact

Board approval is vital for transforming learning environments and achieving the district's educational goals.

QUESTIONS

If you have any questions or comment regarding the plan, please send an email to:

SmartSchools@onteora.k12.ny.us



Onteora Food Service

New York Local Foods

What's on the menu from NY

- Milk
- Grains
- Fruits and Juice
- Vegetables
- Meat/Meat Alt

Hudson Valley Fresh



Grains and Milestone Mill







More Grains


TORTILLA CHIPS
YELLOW CORN, CORN OIL, SLAKED LIME, SALT
NET WT. 1 LB (16 OZ) 453.5g


flame baked
issa's
pita chips
made to share



Fruits and Vegetables





Meat/Meat Alt





What's to come?



Etc…


NEW YORK FARM TO SCHOOL SUMMIT 2026
ROOTED IN PLACE:
GROWING FARM TO SCHOOL
FROM THE GROUND UP
MONDAY FEBRUARY 23 -
WEDNESDAY FEB. 25, 2026
SARATOGA SPRINGS, NY
SARATOGA HILTON AND CITY CENTER
AND SURROUNDING AREAS
Field trips • Lightning talks •
Panels • Hands-on learning •
Trade show with NY food products •
Networking opportunities
Cornell Cooperative Extension
Harvest New York
NYS ED

Others Feed,
We Fuel Our Students!

Questions?

2026-2027
Rollover Budget Presentation

Monica LaClair, CPA
Assistant Superintendent for Business

February 10, 2026
Middle School/High School

ONTEORA CENTRAL SCHOOL DISTRICT

Single Polling Location

- Under the law, only school districts with multiple election districts can have multiple polling locations. Since Onteora eliminated election districts effective May 2019, per our attorney's we should have implemented centralized voting at that time.
- Centralized voting with extended hours provides the most efficient, accessible, and well-managed voting experience for our district and is in compliance with our legal obligations.
- Early voting will continue and elementary students won't lose a half day of instruction - no early dismissal needed moving forward.
- The Budget calendar and District calendar need to be updated and communication regarding this change will be included in all budget presentations, notices, and the newsletter.
- Board policy #1611 will need to be amended
- BOE will need to pass a resolution

DRAFT Tax Levy Limit Calculation

(as of 2/5/26)

		2025-2026	2026-2027
Prior Year Tax Levy		$48,434,118	$49,402,800
Tax Base Growth Factor	(x)	1.0083	1.0039
Prior Year Pilots	(-)	$20,698	$ 21,000
Prior Year Exemptions	(-)	$0	$428,433
Allowable Growth Factor (CPI)	(x)	**1.02**	**1.02**
Current Year Pilot	(+)	$21,000	$ 22,000
Current Year Exemptions	(+)	$428,433	$425,998
Available Carryover from 25-26	(+)	$0	$ 50,738
Employee Retirement Exclusion	(+)	$ 0	$ 0
Max Allowable Tax Levy	(=)	$49,881,971	$50,626,535
Tax Levy Adopted		**49,402,800**	
Dollar Increase/(Decrease)		$968,682	$1,223,735
Percentage Increase/(Decrease)			2.48%

2026-2027
Initial Projected Revenues

	2025-2026 Budget	2026-2027 Projected	$ Difference	% Difference
Tax Levy*	$49,402,800	$50,626,535	$1,223,735	2.48%
State Aid **	$10,631,452	$10,780,480	$ 149,028	1.40%
Misc ***	$1,036,000	$1,037,000	$ 1,000	.1%
Total	**$61,070,252**	**$62,444,015**	**$1,373,763**	**2.20%**

* The draft calculated tax levy limit

** Based on the executive budget, will not be finalized until the NYS Budget is adopted

** Misc. category includes: Interest income, BOCES Refund, Foster Care Billing, Interfund Transfers

State Aid Analysis

- 2026-2027 *Budgeted Aid* is based on 2025-2026 *Budgeted Expenses* while 2026-2027 *Actual Aid* is based on 2025-2026 *Actual Expenses*

- Foundation Aid
  - Onteora may receiving the minimum 1% increase
  - Calculated Foundation aid is $669,500
  - Amount of Hold Harmless (our overfunded amount) increased to $7,384,416
  - NYS Executive Budget.xlsx
- Examples of Expense Driven Aid
  - Building Aid – 31%
    - Based on approved Capital Project expenditures
    - Does not include repairs
  - Transportation Aid – 6.5%
    - Based on estimated Transportation operating expenses
    - Aid ranges from 6.5% - 90%
  - BOCES Aid – 36%
    - Aid on salaries for BOCES specialists raised from $30,000 to $60,000 (phased in over 3 years)
    - Aid ranges from 36% - 90%
  - Excess Cost Aid
    - Public – 25%
    - Private – 50.6% (decreased from 65%)
    - Aid is received on anything over our state determined Basic Contribution of $49,229

2026-2027
Initial Projected Expenses

	2025-2026 Budget	2026-2027 Projected	$ Difference	% Difference
General Support	$ 2,366,712	$ 3,043,928	$ 677,216	28.6%
Operations & Maint	$ 3,479,412	$ 3,938,256	$ 458,844	13.2%
Instruction	$ 28,987,697	$ 30,340,532	$ 1,352,835	2.05%
Transportation	$ 6,093,969	$ 6,110,414	$ 16,445	0.26%
Employee Benefits	$ 21,412,268	$ 22,483,068	$ 1,070,800	5.00%
Community Service	$ 20,000	$ 20,000	$ 0	0%
Debt Service	$ 63,602	$ 18,602	$ (45,000)	(70.75)%
Interfund Transfers	$ 1,165,000	$ 1,165,000	$ 0	0%
Total	**$ 63,588,660**	**$ 67,119,800**	**$ 3,531,140**	**5.55%**

Summary of Expenses

- Salary – $26,318,566 (39.3%)
  - Doesn't include $688,000 of salaries paid out of Federal Grants
  - Based on Contracts
  - Instructional/Administrative staff - 170 employees
  - Non-Instructional staff – 114 employees
  - Additional salaries for Substitutes, Coaches, Club Advisors
- Benefits – $22,483,068 (33.5%)
  - Based on Contracts
  - 239 Active employees on health insurance
  - 347 Retirees on health insurance
  - Includes reimbursement of retirees for Medicare Part B costs as per the contract
- Other - $18,218,166 (27.2%)
  - Supplies
  - Materials
  - Equipment
  - Contracts
  - Maintenance/Repairs Parts
  - BOCES Capital/Admin

2025 - 2026 Budget Drivers

- Contractual Payroll Increases
  - Increase of almost $750,000 over 2025-2026
- BOCES Budget
  - Increase of $1 million over 2025-2026
    - $574,100 is capital payment (final payment)
  - Increases across the board for all services averages 6.8%
- Health Insurance budgeted at 16% increase
  - Increase of $1.2 million over 2025-2026
- Teacher Retirement (TRS) from 9.59% to 8.24%
  - Reduction that helped offset some of the health insurance increase
- Employee Retirement System (ERS) average increase from 15.2 -17.6%
- Buildings & Grounds
  - Safety & Security increase of $100k (Staffing in MS/HS security vestibule)
  - Increase in cost of utilities (electric, oil, refuse removal) of over $100k
- Uncertain Special Education placements
- Projected savings won't be realized until Onteora consolidates

Initial Projected Difference

	2025-2026 Adopted	2026-2027 Initial
Projected Revenues	$61,070,252	$62,444,015
Projected Expenditures	$63,588,660	$67,119,800
Projected Difference		**$4,675,785**
Appr. Fund Balance	$2,518,408	

Appropriated Fund Balance Historical

School Year	Appropriated Fund Balance Budgeted
2025-2026	$2,518,408
2024-2025	$2,792,944
2023-2024	$3,270,000
2022-2023	$2,962,206
2021-2022	$2,775,000
2020-2021	$3,265,620
2019-2020	$3,265,620

Questions?

Board Meeting - Jan 13 2026 Minutes

Tuesday, January 13, 2026 at 6:00 PM

Bennett School

1. Meeting Opening

1.01 Call to Order 6:00

1.02 Tobacco Policy Statement
We have a Tobacco policy in place, there is no smoking within 100 feet of any school building

1.03 Pledge of Allegiance

1.04 Roll Call

2. Welcome

2.01 Bennett Principal, Gabriel Buono will welcome the Board (duration 10 min)
Mr. Buono started his welcome by discussing student activities and achievements.

Students are completing physicals, assessments, and NYS test simulations.

Art Teacher Ms. Ziemba launched a cross-curricular 2026 Winter Olympics project, focusing on athleticism and global awareness.

Mr. Buono shared that the 3rd, 4th, and 5th graders recently performed a spectacular winter concert.

Draft

Administrative Internship – Ms. Jolie Moorhus provided an update:

Ms. Moorhus, a Kindergarten Special Education self-contained teacher, is completing an administrative internship under Mr. Buono.

Her internship responsibilities include office duties, assisting with bus dismissal, supporting hiring committees, PTA collaboration, reviewing documents, and other administrative tasks.

One of her tasks was updating the Bennett School website, including:

- Homepage photos and news updates
- Syncing the calendar with ParentSquare
- Posting social media updates
- Updating the Code of Conduct, Student Handbook, PTA, and PBIS information
- Revising mission and vision statements, staff biographies, and department information

Ms. Moorhus is also compiling historical documents for the Bennett School website to preserve the school's history.

Literacy Liaison – Ms. Amanda Kovac update:

Ms. Kovac focused on celebrating student literacy achievements and tracking growth, noting observations of hallway bulletin boards and student progress.

She analyzed second-quarter literacy data and highlighted collaborative, student-centered efforts.

Quarter 3 begins Monday, January 26th.

Professional development support was acknowledged, particularly from Ms. Stephanie Laffin.

Ms. Kovac is planning the 2nd Annual Literacy Fair in collaboration with the PTA, integrating literacy and art.

Math Liaison – Ms. Elizabeth Corsitto update:

Teachers are building strong math foundations with regular

fact practice.

The goal is for students to achieve at or above grade-level proficiency, with ongoing instructional adjustments as needed.

Last year's math assessment data was analyzed to inform current instruction and test preparation.

The "Building Thinking Classrooms" virtual initiative was launched to extend student thinking time and explore innovative teaching strategies.

Mr. Buono concluded the update by thanking staff and students for their continued dedication and achievements.

3. Capital Project Update

3.01 CJ Goodwin of Schoolhouse Construction will present a capital project timeline (20 min)
2025-1-7_Design - Phased Construction Milestone Schedule.pdf

4. Student Representative Report

4.01 The Student Representative on the Board, Jenny Albright, will give a report
Ms. Albright provided an update on high school student activities and events. Student Government organized putting up a Christmas tree in the Middle/High School, with students decorating the tree as well as having decorations representing Hanukkah, Kwanzaa, and other cultural traditions.

She reported on recent and upcoming sports events, noting strong community attendance at athletic games. A track meet was held on Friday at the Armory.

Ms. Albright also highlighted a Mount Academy event held on Saturday, during which medals were awarded following the competition.

She noted that midterm exams are currently underway, stating that while there is some pressure, it remains

Draft

manageable for students.

Trustee Bishop congratulated Ms. Albright on her piece in the Talen Newspaper.

5. Proposed Executive Session

5.01 Enter Executive Session

Motion to enter into executive session to discuss OAA negotiations and to consult with legal counsel (duration 60 min)

Moved by: Jenny Jared

Seconded by: Caroline Jerome

Motion Carries

5.02 Exit Executive Session

Motion to exit executive session and return to public session

Moved by: Caroline Jerome

Seconded by: Rory Smith

Carried

6. Presentations

6.01 Presentation on Budget Development by Assistant Superintendent for Business, Monica LaClair (duration 20 min)

January 13 Budget Presentation.pdf

7. Acceptance of Minutes

7.01 Acceptance of Minutes

Board Meeting - Dec 16 2025 - Minutes - Html

The Board of Education hereby accepts the minutes of the December 16, 2025 meeting

Moved by: Jenny Jared

Seconded by: Caroline Jerome

Draft

Carried

8. Superintendent District News

8.01 The Superintendent will report District News

Elementary Winter Concerts

The Bennett winter concert was last night, and it was a wonderful performance. The growth in our musicians from third grade through fifth grade is remarkable. The concert last night also incorporated sign language. Thank you to our wonderful music faculty and to our families for all of the support that is provided at home.

The Woodstock winter concert is scheduled for Thursday evening, and I would invite everyone to attend. I'm sure it will be equally enjoyable.

Community Week

A huge thank you to our Athletic Department, coaches, the Booster Club, our athletes, and our community for supporting our student-athletes at the expanded community night last week. We had planned a three-evening event, but the weather had other plans, and we were not able to host the Tuesday evening activities as scheduled. I particularly enjoyed watching students participate in relay races, holding a balloon between their knees while dribbling a basketball across the gymnasium and back. The winning strategy was to hop and not try to walk - some of the kids figured this strategy out quickly, and it was really fun to watch.

High School Accolades

Onteora High School has been recognized as a GOLD member of the AP Honor Roll! Schools can earn the Honor Roll recognition annually based on criteria that include providing opportunities for students to earn college credit and maximizing college readiness. The AP School Honor Roll offers four levels of distinction: Bronze, Silver, Gold, and

Platinum.

65% of Onteora High School seniors took at least one AP Exam during high school, 52% of seniors scored a three or higher on at least one AP Exam, and 18% of seniors took five or more AP Exams! These classes and the associated exams are rigorous and require diligence and study skills that will translate to college success.

DECA

DECA (formerly Distributive Education Clubs of America) is an international non-profit student organization preparing high school and college students for careers in marketing, finance, hospitality, and management through competitive events, classroom integration, business connections, and leadership development.

We are incredibly proud of our Onteora DECA students for their outstanding performance at the Regional Competition held on Friday, January 9th, at Hudson Valley Community College. They were well prepared and exemplified professionalism and dedication. Our students competed against schools from across the region by completing a rigorous 100-question exam and presenting solutions to a challenging business scenario before a judge in the areas of Business Administration, Marketing, Finance, and Hospitality.

Special congratulations to 11th grader Anthony Christofora, who placed third in the Business Finance event. We'd also like to recognize seniors Gemma Holstein and Alex Young, who placed in the top six overall teams in Business Law and Ethics and will advance to the state competition in March.

Intergovernmental Meeting

We had our quarterly meeting today and hosted the new Woodstock Town Supervisor and the Olive Town Supervisor. The other Supervisors were unable to attend this meeting, but I'd like to extend my congratulations and welcome to Barbara Mansfield in the Town of Shandaken in her new position. I

Draft

look forward to continuing to work with our Supervisors collegially and to ensuring that we all continue to remain in communication. I enjoy these meetings because they allow us to share news from the District with the Town leaders and vice versa. We also appreciate the discussions that highlight what is happening in the towns and the issues we have in common that we can work on together.

Capital Project

Tonight was the first public discussion of our planning process moving forward with the capital project that was approved by our community in December. We committed to keeping the community informed through this process, and this was the first step. Although we are at the very beginning of this process and there is not a lot to share, we want to ensure that we develop a consistent pattern of reporting out and keeping everyone informed.

Snow Days

We used two snow days in December, which is rare for us, but it would appear that the immediate forecast currently seems clear. We have four snow days remaining. Just a reminder that if necessary, we have a total of six snow days available this year, and if we need additional weather days, we will reduce our spring break in order to make them up. Please do not make travel plans for spring break.

Meet, Eat, and Greet

Just a reminder to mark your calendars, this wonderful event will be on April 20th this year!

9. Board District News

9.01 The Board will report District News

Trustee Mitchell- Marell shared upcoming events at the Woodstock Elementary which includes the Winter Concert being held on January 15th

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Trustees Jared and Goodrich attended the Internet Safety presentation at the middle school last week and shared highlights from both the presentation and the instructional model used.

Trustee Goodrich added that students in grades 6–8 attended a different presentation than the one provided to adults, noting a high level of student interaction. The presenter commented on the strong student engagement. Trustee Goodrich thanked the school for providing this important information.

Trustee Jerome expressed appreciation for the district's efforts in providing this type of informational programming.

Trustee Jared thanked Dr. Solimene for excellent communication with parents, noting the thoughtful balance and effectiveness in creating a safety net for families.

Trustee Bishop reported attending both the middle school and high school concerts, describing them as outstanding and highlighting the talent of both students and the faculty who support them.

Trustee Bishop also attended the swearing-in ceremony for the Woodstock Town Supervisor, Board of Trustees, and Town Judge, noting it was a positive community event.

10. Acknowledge Public Be Heard Comments

10.01 The Board will acknowledge the public be heard comments from the last meeting
no one spoke

11. Public and Student Comment

11.01 Public and Students may comment on any agenda or non-agenda item
The Board appreciates hearing from the public, including students, on any agenda or non- agenda item. Please understand that by our adopted parliamentary procedure, the Board can't engage in discussion or answer questions during Public Be Heard. Please know that we hear you and take all your comments into consideration. The Board does reserve

Draft

the right to correct any inaccuracies or misinformation during Public Be Heard. Please limit your comments to 3 minutes, be civil, and do not name any particular individuals or promote any commercial ventures or products. People wishing to express individual student or personnel concerns can bring them to the Superintendent's attention in private.

Further, all individuals at Board meetings are expected to abide by the rules for Public Conduct on School Property as set forth in the district's Code of Conduct. At board meetings, speakers and observers may not engage in behavior that disrupts the meeting, such as shouting, interrupting others, blocking the free movement of others, or obstructing the views of others. In the event of such disruption, the Board President will remind those in attendance of the rules under this policy. Any Board member may request a brief recess of the meeting, which would serve as a cooling down period. The Board President may order the removal of those who are a threat to the safety of others or who disrupt the orderly conduct of the meeting.

We understand community members are passionate about certain issues. We all want our school board meetings to serve as an example to our students that members of our school board and members of our community can deal with controversial issues in a civil manner and show mutual respect for one another. In that spirit, we ask that all speakers and members of the audience maintain civility and respect for the differing views of others.

12. **Break**

12.01 The Board will take a 5 minute break if needed

13. Discussion and Possible Action

13.01 Continued Discussion of 2025–2026 District Goals (40 mins)
The Board Trustees held continued discussion related to the district goals, which are anticipated to remain in effect

through June 2027. The finalized goals will be included on the February 10, 2026 agenda.

14. Consent Agenda

14.01 Approve Consent Agenda

The Board hereby approves item numbers 14.02 - 14.13

Moved by: Emily Mitchell-Marell

Seconded by: Caroline Jerome

Carried

14.02 Personnel Agenda

The Board of Education hereby approves the personnel agenda as attached

Carried

1-13-26 personnel agenda.pdf

14.03 Approve Overnight Trip - Boston Model UN Conference

The Board of Education hereby approves three students to attend the Boston Model UN Conference through Ulster BOCES departing on February 6, 2026 and returning on February 8, 2026 and pay all necessary fees.

Carried

https://www.bosmun.org/schedule

14.04 Approve Overnight Trip - State DECA Competition and NYS Career Conference

The Board of Education hereby approves two students to attend the Annual State DECA Competition and NYS Career Conference departing on March 4, 2026 and returning on March 6, 2026 and pay all necessary fees.

Carried

14.05 Change Orders for Current Projects

Draft

BE IT HEREBY RESOLVED on recommendation by the Superintendent of Schools that the Board of Education of the Onteora Central School District approves the attached Change Orders (in red) for the current projects

Carried

Change Order spreadsheet for 1-13-26 approval.pdf

14.06 Budget Transfers

The Superintendent recommends the transfer of funds from the Employee Benefit Reserve to the Vacation Buy Back budget code. This expense is not budgeted in the general fund due to the existence of the reserve funds designated for this purpose.

Transfer Amount - $8,346.82 from Reserve A867

Description - Employee Benefit Reserve

To budget code - A9089.803-10

Carried

14.07 Budgetary Adjustment- General Grant-in-Aid

The Superintendent recommends acceptance of a payment from The New York State Education Department of $25,000.00, for operational funding to contribute to purchasing student workbooks across subjects, programmatic expenses including marketing and supplies for on-site professional development. The Superintendent recommends approval to increase the 2025-2026 Budget as follows:

Increase Revenue A3289 Other State Aid by $25,000.00

Increase Appropriation A2110.501-07 C&I by $12,500.00

Increase Appropriation A2110.501-03 C&I by $12,500.00

Carried

14.08 Distraction-Free State Aid - updated

The Superintendent recommends acceptance of a payment from The New York State Education Department of $5,995.00,

for Distraction-Free Schools. The Superintendent recommends approval to increase the 2025-2026 Budget.

Increase Revenue A3289 Other State Aid by $5,995.00

Increase Appropriation A2110.501-02 C&I by $2,346.71

Increase Appropriation A2110.501-01 C&I by $2,346.72

Increase Appropriation A2110.449-02 by $1,301.57

Carried

14.09 Financial Report

The Board has reviewed and hereby accepts the Financial reports from November 2025

Carried

14.10 Warrants

The Board of Education has reviewed and hereby accepts Warrant Schedule 6

Carried

14.11 Unpaid Taxes

BE IT HEREBY RESOLVED by the Board of Education of the Onteora Central School District upon recommendation by the Superintendent of Schools that the Board of Education approve the warrants for unpaid taxes in the amount of $3,454,053.17 for Ulster County and agree by signing such warrant; and $236,179.16 for Greene County

Carried

25-26 Ulster County Unpaid Taxes $3,454,053.17.pdf 25-26 Greene County Unpaid Taxes $236,179.16.pdf

District Wide 5 year lookback on unpaid taxes			
Collection Year	**Tax Levy**	**unpaid**	**percentage of taxes unpaid**

Draft

2021/2022	$45,475,321.00	$4,989,510.00	10.97%
2022/2023	$46,087,285.92	$3,149,336.40	6.83%
2023/2024	$47,013,137.00	$3,100,748.75	6.60%
2024/2025	$48,425,433.75	$3,338,881.92	6.89%
2025/2026	$49,379,470.09	$3,717,232.33	7.53%

14.12 Surplus Items

BE IT HEREBY RESOLVED on recommendation by the Superintendent of Schools that the Board of Education of the Onteora Central School District declare the attached as surplus and authorizes the sale or disposal of the items.

Carried

BOE Memo Truck #102.pdf

14.13 Schedule U- The Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE) Recommendations

The Board hereby approves the Instruction - Schedule U - The Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE) Recommendations, Schedule U, #01/26, Confidential, as reviewed by Trustee Rory Smith

Carried

15. Contracts and Independent Contractor Retainers

15.01 Approve all Contracts and Independent Contractor Retainers

The Board hereby approves item number 15.02

Draft

Moved by: Jenny Jared

Seconded by: Caroline Jerome

Carried

15.02 Kits Interactive Theatre

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 Kitty Jones, retained as Kit's Interactive Theatre, for services to be provided on March 5 and 6, 2026, at a rate of $1,400 per day, not to exceed a total of $2,800, and authorizes the Superintendent of Schools to execute such agreement.

Carried

K. Jones - Redacted.pdf

16. Committee Reports

16.01 Updates from Board Committees

Trustee Mitchell-Marell reported that the Facilities Committee will meet this Thursday.

Trustee Bishop reported that the Policy Committee met yesterday and that updates to transportation policies are forthcoming.

Trustee Knutsen shared updated information from Governor Hochul's recent State of the State announcements, including proposals to expand universal Pre-K for all four-year-olds statewide by the 2028–29 school year as part of a broader child care and early education initiative. Details can be reviewed in the official state press release: *Governor Hochul's affordability and universal child care proposals —* https://www.governor.ny.gov/news/money-your-pockets-governor-hochul-unveils-new-initiatives-make-new-york-more-affordable

Trustee Bishop and Trustee Jerome reported on the Communications Committee meeting held yesterday. They

noted the meeting was productive, including a debrief on differences in the process between the May bond vote and the December bond vote and a review of community communications. They emphasized that authenticity and the work of the Board at the table contributed to the successful passage of the bond vote.

17. Unfinished Business

17.01 The Board will discuss Old Business
Trustee Jared discussed *The Anxious Generation* and the idea of continuing a Board book club. Possible takeaways and next steps will be considered as a future agenda item.

18. New Business

18.01 The Board will discuss New Business
nothing discussed

19. Request for Information

19.01 Board Members will Request Information of the Superintendent
nothing requested

20. Adjournment

20.01 Adjourn the Meeting. Next meeting is February 10, 2026 at the Middle/High School.
The meeting is adjourned at 10:11 pm.

Moved by: Jenny Jared
Seconded by: Clark Goodrich

Carried

District Clerk

Draft

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

Draft

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

Draft

Personnel Agenda for BOE Meeting 02/10/2026

LEAVE OF ABSENCE: NON - INSTRUCTIONAL

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
4261	01/30/26 – 03/17/26	Medical Leave – extended
3189	02/07/26 -04/06/26	Medical Leave- Worker's Compensation

LEAVE OF ABSENCE: INSTRUCTIONAL

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
4027	07/01/26 – 01/01/27**	FMLA/Parental Leave of Absence

pending medical documentation

ADMINISTRATIVE LEAVE OF ABSENCE

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
040125	02/11/26 – 03/03/26	Extended leave and reassigned pursuant to Superintendent

RESIGNATION: INSTRUCTIONAL

NAME	POSITION	EFFECTIVE DATE	REMARKS
Grady, James	Teacher- Social Studies	06/30/26	Retirement

SUBSTITUTE

NAME	POSITION	RATE
Asperas-Valayer, Laurie*	Teacher (certified)	$155.00/day
Guiditta, Dawn*	Custodial Worker	$16.00/hour
Heppner, Johanna*	Teacher (uncertified)	$120.00/day
Heppner, Johanna*	Teaching Assistant (uncertified)	$105.00/day
Heppner, Johanna*	Monitor	$16.00/hour
Holladay, Daniel*	Teacher (certified)	$155.00/day
Holladay, Daniel*	Teaching Assistant (certified)	$120.00/day
Schaefer, Christine*	Teacher (uncertified)	$120.00/day
Schaefer, Christine*	Teaching Assistant (uncertified)	$105.00/day
Schaefer, Christine*	Monitor	$16.00/hour

pending pre employment processing

EXTRA DUTY STIPENDS

NAME	POSITION	AMOUNT
Boyer, Harvey	Jazz Ensemble Director	$1,664.00 (pro-rated ½ year)
Connolly, Brian	Regents Prep (U.S History)	$1,676.00
Funck, Brianna	Regents Prep (Biology)	$1,676.00
Marks, Patrick	Regents Prep (Earth Science)	$1,676.00
Bennett, Aaron	Baseball- Modified- Assistant Coach (volunteer)	$ -0-
Kleine, Kylie	Softball-Modified-Head Coach	$2,300.00
Wortman, Kevin	Baseball- JV-Assistant Coach (volunteer)	$ -0-
Duffy, John	Track - Spring - Assistant Coach	Resignation
VanEtten, Kelsey	Track - Modified - Head Coach (Boys)	Resignation

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE ONTEORA CENTRAL SCHOOL DISTRICT ("District") and the ONTEORA NON TEACHERS' ASSOCIATION ("Association")

It is hereby agreed, by and between the parties that the Collective Bargaining Agreement which expired on June 30, 2025, shall be extended for a period of one year until June 30, 2026. The predecessor contract shall remain unchanged except as modified below.

1. Article XVII - Salary add:
    a. For the 2025-2026 school year, the salary schedules shall be increased by 2%.

2. Article XXI (Duration of Agreement), Replace with the following:
   "This Agreement shall be effective as of July 1, 2025 and continue in full force and effect through June 30, 2026."

3. This Agreement is subject to ratification by the Association's membership and approval by the Board of Education.

Dated: January _____, 2026

Onteora Central School District

_____

Onteora Non-Teachers' Association

J. Allyson Nichols 2/6/26

2025-2026 Onteora Capital Project Change Orders:

		BOE Date	VENDOR	Change Order Amount	New Total
Exterior Door					
Original Budget					
$361,530.00	CO GC-001.1 - CE013 Railing Paint Credit	9/16/25	OCS Industries, Inc.	-$968.00	$360,562.00
$360,562.00	CO GC-001.2 - CE011B WD 14 Lintel Revise	9/16/25	OCS Industries, Inc.	$4,403.00	$364,965.00
$364,965.00	CO GC-003 - Additional BBL Supervision	9/16/25	OCS Industries, Inc.	-$25,050.00	$339,915.00
RENO					
Original Budget					
$1,472,110.00	CO GC-001-IB-03 Gym Wall Graphic Credit	9/16/25	Transitional Builders	-$4,268.00	$1,467,842.00
$1,467,842.00	CO GC-001-IB-07 EF-163 Roof Curb	9/16/25	Transitional Builders	-$2,037.00	$1,465,805.00
$1,465,805.00	CO GC-003: Gym Floor Patch & Seal	9/16/25	Transitional Builders	-$116,447.00	$1,349,358.00
$1,349,358.00	CO #004 - CE #027 - IB-12 Classroom 140	11/18/25	Transitional Builders, Inc.	$5,477.00	$1,354,835.00
$1,354,835.00	CO #005 - CE #28 - Gym Floor Perimete Patching	11/18/25	Transitional Builders, Inc.	$5,730.00	$1,360,565.00
$1,360,565.00	CO #006 - CE #029 - Gym Stripe Credit	11/18/25	Transitional Builders, Inc.	-$3,080.00	$1,357,485.00
$1,357,485.00	CO #007 - CE #032 - IB-18 CR 140 Exterior End Wall	1/13/26	Transitional Builders, Inc.	$2,835.00	$1,360,320.00
$1,360,320.00	CO #008 - CE #031 - IB-17 Gap at Ranges	2/10/26	Transitional Builders, Inc.	$998.00	$1,361,318.00
$1,361,318.00	CO #009 - CE #035 -Gym Door Enclosures	2/10/26	Transitional Builders, Inc.	$2,838.00	$1,364,156.00
$409,323.00	CO #001 EC-004 - CE021 - IB-11 Replacement Panel H	9/16/25	Stone Creek Electric, LLC	$7,084.00	$416,407.00
$416,407.00	CO #002 - CE #026 - IB-14 Panel OSB	11/18/25	Stone Creek Electric, LLC	$57,179.00	$473,586.00
$473,586.00	CO #003 - CE #026 - IB-14 Panel HC	11/18/25	Stone Creek Electric, LLC	$42,398.00	$515,984.00
$515,984.00	CO #004 - CE #034 - Card Reader Credit	1/13/26	Stone Creek Electric, LLC	-$608.00	$515,376.00
$495,810.00	CO #001 - Gym Floor Demo Credit	11/18/25	C&C Unlimited	-$19,000.00	$476,810.00
$476,810.00	CO #002- CE #033 - C&C Allowance Reconciliation	1/13/26	C&C Unlited, Inc.	-$3,553.00	$473,257.00
$133,455.00	CO #001 - CE #026 - TVI Allowance Reconciliation	2/10/26	Tri-Valley Plumbing & Heating, INC	-$4,258.00	$129,197.00
RENO A/B					
Original Budget					
$1,110,340.00	CO #001 - CE #004 - Secure Vestibule Drainage	11/18/2025	Kingston Equipment Rental, Inc.	$32,023.00	$1,142,363.00
$1,142,363.00	CO # 002 - CE #008 - Additional Paving Area	11/18/25	Kingston Equipment Rental, Inc.	$42,000.00	$1,184,363.00
$1,184,363.00	CO #003 - CE #009 - Striping and Signage	11/18/25	Kingston Equipment Rental, Inc.	$4,707.00	$1,189,070.00
$1,189,070.00	CO #004 - CS #012 - Watermain in Pavilion Pier	11/18/25	Kingston Equipment Rental, Inc.	$2,745.00	$1,191,815.00
$1,191,815.00	CO #005 - CE #013 - Install 40' of 4' Underdrain	11/18/25	Kingston Equipment Rental, Inc.	$1,483.00	$1,193,298.00
$1,193,298.00	CO #006 - CE #015 - Pavilion Boulders Change	1/13/26	Kingston Equipment Rental, Inc.	$7,020.00	$1,200,318.00
$1,200,318.00	CO #007 - CE #021 - Roof & Area Drain Connections	1/13/26	Kingston Equipment Rental, Inc.	$8,316.00	$1,208,634.00
$1,208,634.00	CO #008 - CE #003- ADA Ramp	2/10/26	Kingston Equipment Rental, Inc.	$25,379.00	$1,234,013.00
$1,234,013.00	CO #009 - CE #005 -Vestibule Drainage	2/10/26	Kingston Equipment Rental, Inc.	$32,760.00	$1,266,773.00
$1,266,773.00	CO #010 - CE #014 - Unsuitable soil	2/10/26	Kingston Equipment Rental, Inc.	$19,025.00	$1,285,798.00
$516,375.00	CO #001 - CE#028 - Split System Relocation Work	2/10/26	Transitional Builders	$913.00	$517,288.00
$127,900.00	CO #001 - CE#028 - Split System Work	2/10/26	Ashley Mechanical	-$913.00	$126,987.00
$151,180.00	CO #001 - CE#024 - Card Reader Credit	2/10/26	Stone Creek	-$304.00	$150,876.00

Donations Received for Board of Education Approval, February 10, 2026			
Donor:	***Amount:***	***Purpose:***	***Appropriation:***
Hannaford 295 State Route 375 West Hurley, NY 12491	$492.00	To Support the 5th Grade moving up ceremony	A211043107
Hannaford 295 State Route 375 West Hurley, NY 12491	$483.00	To support the SEL Program	A211043101
Upstate Images, Ltd 250 Vestal Parkway East VEstal, NY 13850	$716.08	To Support the 5th Grade moving up ceremony	A211043107
Osceola Foundation Inc. C/O Ann Oliver 24 Sherburne Commons Nantucket, MA 02554	$1,500.00	Levon Helm Scholarship	CM2989.400-10
John Curlew 2679 Meadowedge Loop Saint Cloud, FL 34772	$10,000.00	Curlew Scholarship	CM2989.400-37
Total	***$13,191.08***		

Tangible Donation Received for Board of Education Approval, February 10, 2026			
Donor:	***Value of Items:***	***Purpose:***	***Location:***
Anonymous	$60.00	To benefit district classrooms	HS Science
Karen Sahulka 205 Plochmann Lane Woodstock, NY 12498	$100.00	To benefit district classrooms	BN Music

ONTEORA CENTRAL SCHOOL DISTRICT

MEMORANDUM

To: Monica LaClair, Amanda Gates

From: Bennett Elementary

Date: 02/05/2026

RE: Surplus Item

Below is an item that has been deemed as surplus at the building level and ready for the Board to consider it surplus.

1 – Beverage Air BKV Model SM58N 115V Milk Cooler. Asset tag number 16623

We are unsure of the age of the cooler. To the best of our knowledge, the cooler is in fair working condition.

ONTEORA CENTRAL SCHOOL DISTRICT

PO Box 300, Boiceville, NY 12412
ph. 845.657.6384 • fax 845.657.6835
www.onteora.k12.ny.us

FACILITIES AND OPERATIONS
KYLE HARJES
Director
kharjes@onteora.k12.ny.us

Memorandum

Date: February 6, 2026

To: Mónica LaClair, Assistant Superintendent for Business

From: Kyle Harjes

Subject: Misc. Surplus Items

Listed below are miscellaneous items that have reached the end of their useful life. All of the items listed are in relatively poor condition. Our office recommends that the Board of Education declare these items as surplus property, after which we will see what can be sold to the highest bidder at Auction. Any items that do not receive bids at auction will be recycled or disposed of.
Thank You.

Desks

a) 11 Sled Desk

Filling Cabinet (Asset Tag #11473)

Teacher/Wooden Desk 3 Drawers

Wooden Two Door Butcher Block Cart (Asset Tag #000128)

AIA® Document B132™ – 2019

Standard Form of Agreement Between Owner and Architect, *Construction Manager as Adviser Edition*

AGREEMENT made as of the 10 day of December in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Onteora Central School District
4166 Route 28
Boiceville, NY 12412

and the Architect:
(Name, legal status, address, and other information)

CPL Architects, Engineers and Landscape Architect, D.P.C
d/b/a CPL
4 Crotty Lane, Suite 104
New Windsor, NY 12553

for the following Project:
(Name, location, and detailed description)

2025 Capital Improvement Project
Onteora Central School District
4166 Route 28
Boiceville, NY 12412

The Construction Manager:
(Name, legal status, address, and other information)

Schoolhouse Construction Services, LLC
8 Executive Park Drive
Halfmoon, NY 12065

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Exhibit A: Construction Milestone Schedule-Scope of Work

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

NA

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Cost of the Work: $33,479,204.00
Project Cost: $ $41,849,007.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Exhibit A: Construction Milestone Schedule-Scope of Work

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User Notes:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive bid with multiple prime contractors.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

Two Phases under separate bid packages

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Monica Laclair, CPA
Assistant Superintendent for Business
Onteora Central School District
4166 State Route 28
Boiceville, NY 12412

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

NA

§ 1.1.10 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

Schoolhouse Construction Services, LLC

.2 Land Surveyor:

By Owner

.3 Geotechnical Engineer:

By Owner

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User Notes:

.4 Hazardous Materials:

By Owner

.5 Other consultants and Contractors:
(List any other consultants and Contractors retained by the Owner.)

TBD

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Chris Ladanyi, AIA
Principal
CPL
4 Crotty Lane, Suite 104
New Windsor, NY 12533
Mobile: 845.551.9648
cladanyi@cplteam.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

CPL

.2 Mechanical/Plumbing Engineer:

CPL

.3 Electrical Engineer:

CPL

.4 Civil Engineer:

CPL

.5 Interior Designer:

CPL

§ 1.1.12.2 Consultants retained under Supplemental Services:

NA

§ 1.1.13 Other Initial Information on which the Agreement is based:

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NA

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use Exhibit B: CPL Electronic Document Transfer Agreement to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in Exhibit B: CPL Electronic Document Transfer Agreement, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. The policy must be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is required. The certificate of insurance must describe the services provided by the Architect that are covered by the liability policies. At the District's/BOCES' request, the Architect shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the Architect will provide a copy of the policy endorsements and forms. The Architect agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.

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§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000.) for each occurrence and two million dollars ($ 2,000,000.) in the aggregate for bodily injury and property damage. $2,000,000 Products and Completed Operations, $1,000,000 Personal and Advertising Injury, $100,000 Fire Damage, $10,000 Medical Expense.

§ 2.6.2 Automobile Liability covering vehicles owned, hired, borrowed and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($ 1,000,000.) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.3.1 Umbrella/Excess Insurance
$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable) and General Liability.

§ 2.6.4 Workers' Compensation at statutory limits, (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars ($ 1,000,000.) each accident, one million dollars ($ 1,000,000.) each employee, and one million dollars ($ 1,000,000.) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars ($ 2,000,000.) per claim and two million dollars ($ 2,000,000.) in the aggregate. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability (CG20 26 or equivalent) and Automobile Liability to include the District/BOCES as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the District/BOCES, its Board, employees and volunteers' insurance policies and shall apply to both ongoing and completed operations with a waiver of subrogation in favor of the District/BOCES for all coverages including Workers Compensation. A completed copy of the endorsements must be attached to the Certificate of Insurance.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. The Architect acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District/BOCES. The Architect is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District/BOCES to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District/BOCES.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, plumbing and electrical engineering services and interior design services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that

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describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- **.4** organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

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§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.

.2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the

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Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

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§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

.1 conduct inspections to determine the date of Substantial Completion and the date of final completion;

.2 issue a Certificate of Substantial Completion prepared by the Construction Manager;

.3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and

.4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Basic and Supplemental Services

§ 4.1.1 The services listed below as, "Architect, as part of Basic Services", shall be performed by the Architect as part of its Basic Services and compensation for performance of these services shall be included in Section 11. The services listed below that are not included in Basic Services but may be required for the Project are Supplemental Services. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Basic Services and Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Basic or Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement

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Basic, Supplemental Services		Responsibility *(Architect, Owner or Not Provided)*
§ 4.1.1.1	Assistance with selection of Construction Manager	Complete
§ 4.1.1.2	Programming	Architect, as part of Basic Services.
§ 4.1.1.3	Multiple preliminary designs	Architect, as part of Basic Services.
§ 4.1.1.4	Measured drawings	Architect, as part of Basic Services.
§ 4.1.1.5	Existing facilities surveys	Architect, as part of Basic Services.
§ 4.1.1.6	Site evaluation and planning	Architect, as part of Basic Services.
§ 4.1.1.7	Building Information Model management responsibilities	Not Provided
§ 4.1.1.8	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9	Civil engineering	Architect, as part of Basic Services.
§ 4.1.1.10	Landscape design	Architect, as part of Basic Services.
§ 4.1.1.11	Architectural interior design	Architect, as part of Basic Services.
§ 4.1.1.12	Value analysis	Not Provided
§ 4.1.1.13	Cost estimating	Not Provided
§ 4.1.1.14	On-site project representation	Not Provided
§ 4.1.1.15	Conformed documents for construction	Not Provided
§ 4.1.1.16	As-designed record drawings	Architect, as part of Basic Services.
§ 4.1.1.17	As-constructed record drawings	Not Provided
§ 4.1.1.18	Post-occupancy evaluation	Not Provided
§ 4.1.1.19	Facility support services	Not Provided
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22	Telecommunications/data design	Architect, as part of Basic Services.
§ 4.1.1.23	Security evaluation and planning	Not Provided
§ 4.1.1.24	Commissioning	Not Provided
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Historic preservation	Not Provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29	Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

NA

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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NA

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- **.2** Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- **.3** Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.4** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.5** Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- **.6** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.7** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- **.8** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.9** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.10** Evaluation of the qualifications of entities providing bids or proposals;
- **.11** Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- **.12** Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- **.1** Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- **.2** Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- **.3** Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;

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.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
.5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
.2 Once every two weeks visits to the site by the Architect during construction
.3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within forty-eight (48) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

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contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and

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Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 Omitted.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** terminate in accordance with Section 9.5;
- **.3** in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.4** implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Omitted

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 Omitted.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's

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User Notes:

confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 NA.

.2 Fixed Percentage Basis 7.25%.
(Insert percentage value)

seven and twenty-five hundredths percent (7.25) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 NA

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

NA

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly or as mutually agreed to by Owner and Architect as to Scope, Compensation and Schedule prior to commencement of services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%).

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to Exhibit C: CPL Hourly Rates.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;

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User Notes:

.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and

.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

NA

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

2 % (two percent)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

NA

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

.2 Omitted.

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Construction Milestone Schedule-Scope of Work
Exhibit B: CPL Electronic Document Transfer Agreement
Exhibit C: CPL Hourly Rates

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

NA

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	Chris Ladanyi, AIA Principal *(Printed name, title, and license number, if applicable)*

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EXHIBIT A

SCHOOLHOUSE CONSTRUCTION SERVICES LLC

Onteora Central School

Pre-Referendum Milestone Schedule – 1/7/2026

Phase	Timeline	Budget
Phase 1 – Design Schedule		
Kick Off	January 2026	**Phase 1 – Project Budget $27,649,632.00**
Design Development Submission	April 2026	
SED Submission	September 2026	
SED Review Time	(2 Months)	
Project Bid Period	December 2026	
Project Award Period	February 2027	
Construction Period (2 Summers)	February 2027 - September 2028	
Closeout	December 2028	
Phase 2 – Design Schedule		
Design Development Submission	December 2026	**Phase 2 – Project Budget $14,037,625.00**
SED Submission	April 2027	
SED Review Time	(2 Months)	
Project Bid Period	September 2027	
Project Award Period	October 2027	
Construction Period (2 Summers)	October 2027 - September 2029	
Closeout	December 2029	

EXHIBIT A

SCHOOLHOUSE CONSTRUCTION SERVICES LLC

Onteora Central School

Pre-Referendum Milestone Schedule – 1/7/2026

Prop. #	Item #	Description of Work	Start	Substantial Completion	Budget
Stand Alone Work					
2	1	Resurface Track	3-4 Months	3-4 Months	$200,000

Prop. #	Item #	Description of Work	Start	Substantial Completion	Budget
Phase 1 Scope of Work					
2	2	Grass Sports Fields Improvements	3-4 Months	3-4 Months	$1,045,188
1	3[5]	Drop Off Loop Modifications (Happen w/ 4)	3-4 Months	3-4 Months	$3,804,250
1	4[5]	Reconfigure Outdoor Play Space and Parking (Happen w/3)	3-4 Months	3-4 Months	$1,096,125
1	5[6]	Remediate Drainage at BES for Addition Work (Complete before 11)			$312,194
1	6	BES Fuel Tank Relocation (Happen w/ 7)	3-4 Months	3-4 Months	$1,317,250
1	7	BES Electrical Service Relocation (Happen w/ 6)	3-4 Months	3-4 Months	$1,317,250
1	8	NY Route 28 Storm Water Culvert			$614,875
1	11[6]	Classroom Addition (11 Complete before start?)	12-16 Months	12-16 Months	$16,516,000
1	12[6]	New Boiler and Addition (Complete before 11)	6-8 Months	6-8 Months	$1,626,500
Phase 1 Total = $27,649,632.00					

EXHIBIT A

SCHOOLHOUSE CONSTRUCTION SERVICES LLC

Onteora Central School

Pre-Referendum Milestone Schedule – 1/7/2026

Prop. #	Item #	Description of Work	Start	Substantial Completion	Budget
Phase 2 Scope of Work					
2	9[3]	Nurse's Suite Renovations			$226,755
2	10	Science Classroom Renovations • Rooms 204,206, 211 • Replace Corridor Acide Waste Lines	5-6 Months	5-6 Months	$3,254,438 $411,556
1	13	Replace Below Slab Sanitary in Front Hallway (Happens w/ 16)	3-4 Month	3-4 Month	$282,813
2	14[2]	Replace Exterior Windows and MEP (Happens with 17)	2 Summers	2 Summers	$5,281,188
2	15[3]	Renovate Music Rooms (Similar time thought as nurse note 3)	6-8 Months	6-8 Months	$2,897,875
2	16	Renovate Toilet Rooms in Front Hallway (Happens w/ 13)	3-4 Months	3-4 Months	$772,875
2	17	Replace Ceilings and Lights in Front Hallway (Happens w/ 13)	2 Summers	2 Summers	$910,125
Phase 2 Total = $14,037,625.00					

Scheduling Notes:

1. Work completed during the school year to be 2nd Shift. All breaks (Thanksgiving, Holiday, Winter, Spring Break to be utilized to complete rooms otherwise occupied during the school year.
2. Curtainwall and MEP work associated with the curtainwall to occur over two summers from End of June to end of August. Areas to be re-occupied and safe, by labor day of each year.
3. Abatement in these spaces is to occur during the Summer of 2027, areas to be turned back over to the owner with temporary lighting, sealed concrete flooring, and no ceilings.
    a. Depending on MEP equipment, program, casework and finishes. This could potentially be completed in a summer.

4. Associated abatement activities being performed during designated School break periods, if any, will require weekend work (Saturdays and Sundays) and overtime throughout the regular work week/s in order to complete activities in a timely manner and to not disrupt the School District's operations.
5. Depending on start time and when completion is needed by along with below grade utilities and drainage. The utilities portion of this work and the time needed to move/ replace the playground will dictate the duration of this work.
6. Does this work have to be complete before the addition is completed or can these happen in sequence as part of the same project? The boiler addition I think does but the boiler addition is independent of the drainage work. I suspect the boiler work could be completed during the year minus the actual boiler work.

EXHIBIT B

CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

ELECTRONIC DOCUMENT TRANSFER AGREEMENT

DATE:	xx/xx/xx	**PROJECT #:**	Rxx.xxxxxx.xx
PROJECT NAME	xxxxxxxxxxx	**CLIENT / LOCATION**	xxxxxxxxxxxx
COMPANY REQUESTING AND RECEIVING FILES:	xxxxxxxxxxx	**PERSON REQUESTING:**	xxxxxxxxxxxx
DESCRIPTION OF FILES:	xxxxxxxxxx	**REASON FOR FILES:**	xxxxxxxxxxxxx

1. The requested electronic file(s) (the "Files") remain the property of and are owned by CPL.
2. The Files are not Contract Documents. The use of the Files to alter or revise the scope of work is not permitted.
3. CPL makes no warranties or guarantees that the Files represent or reflect the complete scope of work and/or as-built condition, and CPL assumes no responsibility for data files supplied in electronic format. Such data is provided as a courtesy only.
4. The Company requesting the Files and users of the Files accept full responsibility for verifying the accuracy and completeness of the Files.
5. Files in Revit/Building Information Model format: Unless express written consent of CPL is given through the implementation of a Project Building Information Modeling Protocol Form (AIA® Document E202™-2022 or similar); the information contained within the Files was compiled for the purposes of creating the contract documents and are graphic representations of approximate locations of materials. Therefore, information contained within these files should not be assumed to be accurate and users of the Files accept full responsibility for verifying the accuracy and completeness of the Files with field conditions and the contract documents.
6. Shop drawings shall not be based on reproduction of the contract documents or standard printed data. This includes reproductions of the Files, unless express written consent is given of CPL through the implementation of a Project Building Information Modeling Protocol Form.
7. The Company requesting the Files agrees to defend, indemnify and hold harmless CPL, its officers, employees, consultants, and agents from any claims or damages arising from the use of the Files.
8. In the event that any of the Files contain electronic copies of drawings with permits or professional seals, the Company requesting the Files shall immediately notify CPL and destroy such Files.
9. No use shall be made of the Files for any purpose other than that for which they were originally intended without the express written consent of CPL.
10. No retransmission of the Files in any form to third parties is permitted unless authorized in writing by CPL.

Having read and understood the terms set forth in paragraphs 1-10 above, and in consideration of CPL providing electronic files, the undersigned agrees to be bound by these terms.

_____ _____

Signature of Authorized Representative Date

_____

Print Name and Title

The requested electronic files will only be released upon CPL's receipt of a signed Electronic Document Transfer Agreement by a duly authorized representative of the company requesting and receiving the files. CPL reserves the right to deny any request for copies of electronic files.

EXHIBIT C

Standard Billing Rates

Q1 2026: K-12 EDUCATION

BILLING ROLE	BILLING RATE
Principal Architect	$350.00
Principal Engineer	$350.00
Principal Consultant	$235.00
Project Manager	$235.00
Senior Planner	$215.00
Senior Engineer MEP	$215.00
Landscape Architect	$215.00
Senior Engineer Civil/Structural	$190.00
Senior Interior Designer	$190.00
Planner	$180.00
Project Architect	$180.00
Project Engineer MEP	$180.00
Project Engineer Civil/Structural	$160.00
Resident Observer	$160.00
Senior Technician	$145.00
Interior Designer	$135.00
Junior Planner	$120.00
Junior Engineer	$120.00
Junior Technician	$120.00
Clerical | Administrative	$100.00

ONTEORA
CENTRAL SCHOOL DISTRICT

4166 Route 28, Boiceville, NY 12412
ph. 845.657.8499 • fax 845.657.8742
www.onteora.k12.ny.us

CENTRAL ADMINISTRATION
MONICA LACLAIR, CPA
Assistant Superintendent for Business
mlaclair@onteora.k12.ny.us

INDEPENDENT CONTRACTOR RETAINER

Name: **Jamie Reilly / 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 + Meditation Program effective **March 23, 2026** to **March 27, 2026** at a rate of **$400.00** per day to a maximum of **$2000.00** 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 of the services you rendered and your total fee. If applicable, you will be required to attend any meetings in reference to the evaluation/report submitted and reports must be submitted for reimbursement. 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: **January 7, 2026**

Jamie Reilly / HariPrakaash (Print Name) — [redacted] (Social Security Number or Federal Tax ID)

FOR DISTRICT USE ONLY

Approved by: _____ (Program Supervisor) — Date: 1-7-26

Yoga & Meditation (Program) — Budget Code: A2110.406-07

Approved by: _____ (Superintendent of Schools) — Date

Updated 09/01/2023

Class Description:

Yoga and Meditation at Woodstock Elementary

Through positive, constructive, and creative techniques, this will be an opportunity for children 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 children 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.

Dates proposed

March 23, 2026 - March 27, 2026

Monday, Wednesday, Friday • 4 classes • 40 min each class Tuesday, Thursday • 6 classes • 40 min each class

Rate

entire week is $2000

HariPrakaash/ Jamie Kelly INVOICE

Date January 7, 2026

#004 - March2026

190 Albany Avenue Kingston NY 12401
www.HariPrakaash.com (917) 450-0548

Customer
Onteora School District
Boiceville, N.Y. 12412

DATES: March 23 - March 27, 2026 RATE	CLASSES		
Monday March 23, 2026	4 classes/ 40min each • Yoga/Meditation		$400
Tuesday March 24, 2026	6 classes/ 40min each • Yoga/Meditation		$400
Wednesday March 25, 2026	4 classes/ 40min each • Yoga/Meditation		$400
Thursday March 26, 2026	6 classes/ 40min each • Yoga/Meditation		$400
Friday March 27, 2026	4 classes/ 40min each • Yoga/Meditation		$400
TOTAL			**$2000**

TOTAL
$2000

Thank You

ONTEORA
CENTRAL SCHOOL DISTRICT

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CENTRAL ADMINISTRATION
MONICA LACLAIR, CPA
Assistant Superintendent for Business
mlaclair@onteora.k12.ny.us

INDEPENDENT CONTRACTOR RETAINER

Name: MICHAEL WENTLAND / ORA ARCHITECTURE, PLLC

Address: 101 BRISTOL HILL RD GLENFORD NY. 12433

Telephone Number: 845. 853. 5120

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 ~~trainer~~ mentor effective ~~January~~ February 2026 to June 2026 at a rate of $ $250 per ~~day~~ to a maximum of $ ---------- 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 of the services you rendered and your total fee. If applicable, you will be required to attend any meetings in reference to the evaluation/report submitted and reports must be submitted for reimbursement. 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 1.14.2026

MICHAEL WENTLAND [redacted]
Print Name Social Security Number or Federal Tax ID

FOR DISTRICT USE ONLY

Approved by: _____ Program Supervisor Date 01/16/2026

Community Member - Mentoring in Architecture Program A2110 4440.01 Budget Code

Approved by: _____ Superintendent of Schools Date _____

Updated 09/01/2023

ONTEORA
CENTRAL SCHOOL DISTRICT

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CENTRAL ADMINISTRATION
MONICA LACLAIR, CPA
Assistant Superintendent for Business
mlaclair@onteora.k12.ny.us

INDEPENDENT CONTRACTOR RETAINER

Name: JANUS WELTON (Architecture)

Address: 951 BLUE MOUNTAIN RD. SAUGERTIES, N.Y. 12477

Telephone Number: CELL (845) 389-3320 OFF (845) 247-4620

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 ~~trainer~~ MENTOR effective ~~January~~ FEBRUARY 2026 to June 2026 at a rate of $ 250.00 ~~per day~~ to a maximum of $ 250.00 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 of the services you rendered and your total fee. If applicable, you will be required to attend any meetings in reference to the evaluation/report submitted and reports must be submitted for reimbursement. 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.

Janus J Welton — Signature

1/23/2026 — Date

JANUS J WELTON — Print Name (JANICE)

[redacted] — Social Security Number or Federal Tax ID

FOR DISTRICT USE ONLY

Approved by: _____ — Program Supervisor

01/23/2026 — Date

Community Member - Architecture — Program

A2110.449.01 — Budget Code

Approved by: _____ — Superintendent of Schools

_____ — Date

ONTEORA
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CENTRAL ADMINISTRATION
MONICA LACLAIR, CPA
Assistant Superintendent for Business
mlaclair@onteora.k12.ny.us

INDEPENDENT CONTRACTOR RETAINER

Name: Nutty Scientists Hudson Valley

Address: PO Box 852 Rhinebeck NY 12572

Telephone Number: 1-845-802-3474

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 "Ice Age" assembly effective 3/9/2026 to _____ at a rate of $375.00/show per day to a maximum of $375.00 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 of the services you rendered and your total fee. If applicable, you will be required to attend any meetings in reference to the evaluation/report submitted and reports must be submitted for reimbursement. 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.

Jessica Jacobsen
Signature

02/03/26
Date

Jessica Jacobsen - owner
Print Name

[redacted]
Social Security Number or Federal Tax ID

FOR DISTRICT USE ONLY

Approved by: _____
Program Supervisor

2/4/2026
Date

"Ice Age" assembly
Program

A-2110.402-07
Budget Code

Approved by: _____
Superintendent of Schools

_____
Date

Updated 09/01/2023

ARLINGTON CENTRAL SCHOOL DISTRICT
2025-26 Health & Welfare Services
Calculation of Per Pupil Cost

Salaries			
PPS Administration		$46,250.00	
Nurses		$1,160,797.50	
Speech Therapists		$1,883,137.00	
Psychologists		$1,671,581.00	
Social Workers		$1,632,479.00	
Clerical		$37,969.00	
Substitutes		$91,269.83	
Total Salaries			$6,523,483.33
Fringe Benefits			
FICA & Medicare			$499,047.00
Retirement			$701,328.00
Health, Dental, Life Ins			$1,474,505.22
Worker's Comp			$26,747.00
Contractual & Other Expenses			$187,164.96
Materials, Supplies & Equipment			$46,901.17
Subtotal			$9,459,176.68
5% Administrative Charge			$472,959.00
Total Cost			**$9,932,135.68**
Enrollment			
Public School	7,604		
Non-Public School	1,215		
Total Enrollment	**8,819**		
Non-Public Schools			
Holy Trinity	137		
Our Lady of Lourdes	746		
Poughkeepsie Day	36		
St. Martin's	296		
	1,215		
Cost Per Pupil			**$1,126.22**

ARLINGTON CENTRAL SCHOOL DISTRICT

CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGREEMENT, made in duplicate this 6th day of January, 2026, by and between THE BOARD OF EDUCATION of the ONTEORA SCHOOL DISTRICT OF ULSTER COUNTY, NEW YORK, party of the first part, and the BOARD OF EDUCATION of the ARLINGTON CENTRAL SCHOOL DISTRICT OF ULSTER COUNTY, NEW YORK, party of the second part.

WITNESS, that whereas party of the first part has been duly empowered by the provisions of section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending nonpublic schools in the ARLINGTON CENTRAL SCHOOL DISTRICT OF DUTCHESS COUNTY NEW YORK, to begin on September 04, 2025, and to end on June 25, 2026.

Now, therefore, the said party of the first part hereby agrees to pay the party of the second part the sum of **$1,126.22** per student, for health services to be provided to approximately **4** child(ren) residing in **ONTEORA** SCHOOL DISTRICT OF **ULSTER** COUNTY, NEW YORK, and attending non-public schools in the ARLINGTON CENTRAL SCHOOL DISTRICT OF DUTCHESS COUNTY, NEW YORK.

And the party of the second part hereby agrees with the party of the first part as follows:

1. The health and welfare services available shall consist of the following:

   Physician Services Nurses Services School Psychologist Services
   School Social Work Services School Speech Therapist Services

2. The party of the second part will also furnish the following equipment to be used in providing such services, if requested by the authorities in Charge of the nonpublic school:

   Supplies and equipment for use by physician, school nurse, psychologist, social worker, and speech therapist (i.e. Scales, Vision and hearing testing devices, Health record forms, First-aid supplies, and all other readily transportable equipment and supplies pertaining to delivery of services.)

It is expressly agreed to by and between the parties hereto that the services agreed to be supplied under this contract shall not include any teaching services.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the superintendent of schools.

In Witness thereof, the parties have hereunto set their hands the day and year above written.

PARTY OF THE FIRST PART

(Trustee or President of Board of Education) Date

(Trustee or Clerk of Board of Education) Date

PARTY OF THE SECOND PART

Mary Anne Meaden 1/14/26
Mary Anne Meaden, President, Board of Education Date

Francesca Seidita 1/14/26
Francesca Seidita, Clerk of Board of Education Date

APPROVAL OF SUPERINTENDENT
I have examined the above contract and hereby approve the same

Philip Benante 1/14/26
Philip Benante, Ed.D., Superintendent of Schools Date
Dutchess County

ARLINGTON CENTRAL SCHOOL DISTRICT

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PARTY OF THE FIRST PART

(Trustee or President of Board of Education) Date

(Trustee or Clerk of Board of Education) Date

PARTY OF THE SECOND PART

Mary Anne Meaden, President, Board of Education — Date: 1/14/26

Francesca Seidita, Clerk of Board of Education — Date: 1/14/26

APPROVAL OF SUPERINTENDENT

I have examined the above contract and hereby approve the same

Philip Benante, Ed.D., Superintendent of Schools — Date: 1/14/26
Dutchess County

Culture, Climate and Belonging

The Board of Education is committed to creating and maintaining a positive and inclusive learning environment where all students, especially those currently and historically marginalized, feel safe, included, welcomed, and accepted, and experience a sense of belonging and academic success.

Generally Accepted Beliefs and Agreements

All children deserve to have equal access to opportunity. This freedom is fundamental to our K-12 education program and is extended to everyone without exception. However, the district also recognizes that students have been historically marginalized due to inequities associated with aspects of their identities and their contexts, including, but not limited to, age, race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex; sexual orientation, or gender (including gender identity and expression), socioeconomic class, or other human differences. Racism, discrimination, and marginalization of any people or groups of people, whether intentional or not, have no place in our schools, our district or our community. Such actions damage not only those individuals and groups at which they are directed, but also our community as a whole. We are committed to addressing these inequities and helping each and every student to equitably access learning opportunities in school to enable them all to thrive and to build a better society.

Goals

The goal of the school district is to provide equitable, inclusive and diverse opportunities for all students to reach their highest potential. To achieve educational equity and inclusive education, the district will acknowledge the presence of culturally diverse students and the need for students to find relevant connections among themselves and the subject matter and the tasks teachers ask them to perform. The district will develop the individual and organizational knowledge, attitudes, skills, and practices to create culturally responsive learning and working environments that expect and support high academic achievement for students and employees from all racial groups. Differences will not just be seen as strengths, but they will be nourished, celebrated, and welcomed because they are what make students and families unique.

In order to truly realize this goal, it is imperative that the Board, its officers, and employees, be fully conversant in the historical injustices and inequalities that have shaped our society and to recognize and work to eliminate the institutional barriers, including
racism and biases, that contribute to the pervasive, disparate educational outcomes within our schools.

(continued)

Culture, Climate and Belonging (cont'd)

racism and biases, that contribute to the pervasive, disparate educational outcomes within our schools.

Equity and inclusive education aims to understand, identify, address, and eliminate the biases, barriers, and disparities that limit a student's chance to graduate high school prepared for college, for a career, and for life.

The Superintendent or designee(s) will ensure that curriculum and instructional materials reflect the Board's commitment to educational equity. Curriculum and instructional materials for all grades shall reflect diversity and include a range of perspectives and experiences, particularly those of historically underrepresented groups. All curriculum materials shall be examined for bias. Class instructional activities and extracurricular programs shall be designed to provide opportunities for cross-cultural and cross-racial interactions that foster respect for diversity.

Equity and inclusive education is an ongoing process that requires shared commitment and leadership if a district is to meet the ever-evolving society, unique learning needs of all students, and diverse backgrounds of our communities and schools. The Board understands that equity and inclusive education is achieved when each adult collaborates and affirms each student by creating a respectful learning environment inclusive of actual or perceived personal characteristics.

Educational equity is based on the principles of fairness and ensuring that every student has access to the resources and educational rigor they need at the right moment in their education, despite any individual's actual or perceived personal characteristics, not to be used interchangeably with principles of equality, treating all students the same.

Inclusive education is based on the principles of acceptance and inclusion of all students. Students see themselves reflected in their curriculum, their physical surroundings and the broader environment, in which diversity is honored and all individuals are respected.

Diversity in education means students, staff, families and community are our greatest strength and diversity is viewed as an asset. Diversity means the condition of being different or having differences, including, but not limited to, age, race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex; sexual orientation, or gender (including gender identity and expression), socioeconomic class, or other human differences. Embracing these diversities and moving beyond tolerance and celebration to inclusivity and respect will help the district reach our goal of creating a community that ensures that each and every voice is heard and valued.

(continued)

Culture, Climate and Belonging (cont'd)

Accountability, Transparency and Review

The Board, its officers and employees, accepts responsibility and will hold themselves and each other accountable for every student having full access to quality education, qualified teachers, challenging curriculum, full opportunity to learn, and sufficient, individually-tailored support for learning so they can achieve at excellent levels in academic and other student outcomes. The district also accepts its responsibility for moving forward on this journey and to committing time, energy and resources to develop a more equitable, inclusive, and diverse welcoming environment for all students, parents and staff. ~~To this end, the Superintendent will establish a district-wide Task Force.~~

The Superintendent of Schools, or designee, will adopt goals and corresponding metrics related to this policy. The district will identify the indicators necessary to monitor student outcomes, engagement, and school climate.

With committee input, the Superintendent of Schools is directed to develop and implement a plan for ensuring that equitable educational opportunities are being provided to all students, pulling inspiration from the NYS Culturally Responsive Sustaining Education Framework. Age-appropriate instructional materials will be incorporated into the curriculum to educate students so that they can learn from a diverse range of experiences and points of view. Curricular materials and staffing decisions will support these efforts.

The Board of Education and the Superintendent will monitor and review the district's metrics and equity activities to determine whether this policy is having a positive effect for all students and increasing family engagement and reducing achievement gaps.

Equity Policy Communication

To be successful in this endeavor, it is imperative that all members of the school community are aware of this policy, its purpose, procedures and the district's commitment to equity and inclusion by fostering a positive learning environment that embraces all diverse, unique and individual differences.

This policy will be posted on the district's website and in other appropriate school publications.

Adoption date: 04/01/25

FREE MEAL SERVICES

Community Eligibility Provision and/or Provision 2

The Board of Education recognizes that the nutrition of district students is an important factor in their educational progress. The district therefore participates in federally-funded school meal programs. As required by state law, the district provides free meals to all students by adopting either the Community Eligibility Provision (CEP), Provision 2 (P2), or a combination of these provisions, to maximize the federal reimbursement.

Individual schools, or groupings of schools, are eligible for CEP if the "Identified Student Percentage" (ISP) is at least 25%. "Identified Students" are those who are eligible for free meals because they are directly certified under programs such as Supplemental Nutrition Assistance Program (SNAP), Medicaid, Temporary Assistance to Needy Families (TANF), Food Distribution Program on Indian Reservations (FDPIR), or the student lives in a household where a student is directly certified ("household extension"). Identified Students also include those who are "categorically" eligible, such as students who are homeless, migrant, foster, or runaway, or those participating in Head Start/Even Start programs.

If the schools in the district do not qualify to adopt CEP as a single entity, the district will determine the combination of schools grouped to participate in CEP or P2 to maximize CEP participation. The district will reapply annually for CEP if it would result in a higher ISP.
Schools adopting CEP serve both breakfast and lunch to all students at no charge. Schools adopting P2 serve breakfast and/or lunch to all students at no charge. However, state law requires that all schools containing grades K-6, and all schools considered "severe need" (i.e., that served at least 40% of lunches the prior year to students eligible for free or reduced-price meals) must serve breakfast, unless granted a waiver by the State Education Department.

Maximizing Eligibility

The district will maximize the number of students who are eligible for free meals. At least three times a year (at the start of school, during December or January, and April), the district will conduct the Direct Certification Matching Process. The district will also designate children who are eligible for free meals through household extension or categorical eligibility.

When household applications for free or reduced-price meals are not required (i.e., during CEP years or P2 non-base years), the district will encourage families to submit household income eligibility forms, to assist them in applying for other benefits to which they may be entitled.

(continued)

FREE MEAL SERVICES (cont'd)

The district will conduct outreach activities to provide students and their families with information about SNAP availability, eligibility requirements, and the enrollment process, to maximize direct certification for free school meals. These activities may be coordinated within existing communication channels and activities. The district will provide application assistance or direct referral to outreach partners. This must include at least one of the following: direct referrals to local SNAP outreach providers; distribution of SNAP educational materials during school registration or other appropriate venues accessible to families; and/or direct referrals to local social services districts).

Ref: National School Lunch Act of 1946, as amended, (42 U.S.C. §§1751-1760)
Child Nutrition Act of 1966, as amended, (42 USC §§1771 et seq.)
Education Law §915-a
Social Services Law §95(7)
7 CFR Part 245 (245.2, free and reduced-price meals; 245.5, public announcement; 245.6, direct certification; 245.9, Community Eligibility Provision, Provision 2)
8 NYCRR §114.6

Adoption date:

SUBJECT: ~~SCHOOL MEAL SERVICE PROGRAM (LUNCH AND BREAKFAST)~~
"CHARGING" MEALS AND OTHER FOOD ITEMS

All schools in the district participate in either the Community Eligibility Provision or Provision 2 program of the USDA. This allows the district to provide free breakfast and/or lunch to all students at no charge. If students wish to purchase additional meals or other food items, they must pay for those items at the time of the sale. The district does not permit charging to accounts if students do not have funds available for such "a la carte" items.

Staff members are allowed to purchase food from the district's food services program. However, all purchases must be paid for at the point of sale by cash, check, payment account, credit/debit card online. Staff members are not allowed to charge items to be repaid later.

~~The Board of Education recognizes that the nutrition of district students is an important factor in their educational progress. The Board therefore shall participate in federally funded school lunch programs, and shall provide free or reduced-price meal services to qualified district students.~~

~~**Availability, Application and Notification**~~

~~Notice of the availability of the free and reduced-price meal programs will be sent to the homes of students, local media, the local unemployment office and large employers experiencing layoffs in the area from which the district draws its attendance. Any child who is a member of a family unit whose income is below the federally established scale shall be eligible to receive such services.~~
~~To apply for the free [or reduced price] meal program:~~

~~a. Application forms will be available in the main office of each school building and on the district web site http://www.onteora.k12.ny.us/domain/20 and can be completed and submitted at any time during the year.~~
~~b. Completed forms must be submitted to the main office of the school which the student attends prior to any determination of eligibility.~~
~~c. The parent or guardian will be informed of the determination within one week of receiving a properly completed application.~~

~~Applications will be kept confidential.~~

~~Upon written request, the Assistant Superintendent for Business will hear appeals of determinations regarding such services in compliance with federal regulations governing the National School Lunch Program.~~

~~In addition, in order to reach students who are categorically eligible for free [and reduced price] meals and to comply with state law, three times per school year the School Lunch Manager will review the list made available by the State Education Department of children ages three to 18 who are in households receiving federal food assistance, Medicaid benefits (for certain recipients), or Temporary Assistance for Needy Families (TANF) to identify students within the district. The district will send a notice to those families apprising them of their student's eligibility to participate in the school meal programs without further application. Parents may decline participation by informing the district in writing. If the service is declined, the student will be removed from the eligibility list.~~

~~**Meal Charge Policy**~~

The goal of the Onteora Central School District is to provide student access to nutritious no- or low-cost meals each school day and to ensure that a pupil whose parent/guardian has unpaid school meal fees is not shamed or treated differently than a pupil whose parent/guardian does not have unpaid meal fees.

The intent of this policy is to establish procedures to address unpaid meal charges throughout the Onteora Central School District in a way that does not stigmatize, distress or embarrass students. The provisions of this policy pertain to regular priced school breakfast and lunch meals only. The Onteora Central School District provides this policy as a courtesy to those students in the event that they forget or lose their lunch money. Charging of items outside of the reimbursable meals (a la carte items, adult meals, etc.) is expressly prohibited.

(Continued)

SUBJECT: SCHOOL MEAL SERVICE PROGRAM (LUNCH AND BREAKFAST) (cont'd)

- Free Meal Benefit - Free eligible students will be allowed to receive a free breakfast and lunch each day. A la carte purchases must be paid/prepaid.

Reduced Meal Benefit - Reduced eligible students will be allowed to receive a breakfast for $.25 and lunch for $.25 each day. The charge meals offered to students will be reimbursable meals that are available to all students unless the student's parent or guardian has specifically provided written permission to the school to withhold a meal. A la carte items or other similar items must be paid/prepaid.

- Full Pay Students - Students will pay for meals at the school's published paid meal rate each day. If a student is without meal money on a consistent basis, the administration will investigate the situation more closely and take further action as needed. If financial hardship exists, parents and families are encouraged to apply for free or reduced price lunches for their child if applicable. The charge meals offered to students will be reimbursable meals that are available to all students.
- Parents/Guardians are responsible for meal payment to the food service program. Discreet notices of deficit balances will be sent to parents/guardians at regular intervals during the school year.
- Students/Parents/Guardians may pay for meals in advance via the Parent Portal or with a check payable to Onteora CSD Food Service. Further details are available on our webpage at Onteora.k12.ny.us. Funds should be maintained in accounts to minimize the possibility that a child may be without meal money on any given day. Any remaining funds for a particular student may/will be carried over to the next school year.
- Refunds for withdrawn, and graduating students; a written or e-mailed request for a refund of any money remaining in their account must be submitted. Students who are graduating at the end of the year will automatically be refunded any balance over $10.00 unless they have a sibling and then it will automatically be transferred to a sibling's account.
- Unclaimed Funds must be requested within one school year. Unclaimed funds will then become the property of the Onteora Central School District Food Service Program.
- Balances Owed collection will follow the policies and procedures set by the school.

ONGOING STAFF TRAINING:

- Staff will be trained annually and throughout the year as needed on the procedures for managing meal charges using the NYSED Webinar or the school's training program.
- Staff training includes ongoing eligibility certification for free or reduced-price meals.

PARENT NOTIFICATION:

- Parents/guardians will be notified that a student's account balance is exhausted every Wednesday and Sunday by email.
- Parents/guardians will be notified that a student has accrued meal charges every Wednesday and Sunday by email.

PARENT OUTREACH:

- Staff will communicate with parents/guardians with five or more meal charges to determine eligibility for free or reduced-price meals.

(Continued)

SUBJECT: SCHOOL MEAL SERVICE PROGRAM (LUNCH AND BREAKFAST) (cont'd)

- School staff will make two documented attempts to reach out to parents/guardians to complete a meal application in addition to the application and instructions provided in the school enrollment packet.
- School staff will contact the parent/guardian to offer assistance with completion of meal application to determine if there are other issues within the household causing the child to have insufficient funds, offering any other assistance that is appropriate.

MINIMIZING STUDENT DISTRESS:

- School will not publicly identify or stigmatize any student on the line or discuss any outstanding meal debt in the presence of any other students.
- Students who incur meal charges will not be required to wear a wristband or handstamp, or to do chores or work to pay for meals.
- Schools will not throw away a meal after it has been served because of the student's inability to pay for the meal or because of previous meal charges.
- Schools will not take any action directed at a pupil to collect unpaid school meal fees.
- Schools will deal directly with parents/guardians regarding unpaid school meal fees.

ONGOING ELIGIBILITY CERTIFICATION:

- School staff will conduct direct certification with NYSSIS or using NYSED Roster Upload at least monthly to maximize free eligibility.
- School staff will provide parents/guardians with free and reduced-price application and instructions at the beginning of each school year in school enrollment packet.
- Schools using electronic meal application will provide an explanation of the process in the school enrollment packet and instructions on how to request a paper application at no cost.
- Schools will provide at least two additional free and reduced-price applications throughout the school year to families identified as owing meal charges.
- Schools will coordinate with the foster, homeless, migrant, runaway coordinators at least monthly to certify eligible students.

National School Lunch Act of 1946, as amended, (42 U.S.C. §§1751-1760)
Child Nutrition Act of 1966, as amended, (42 USC §§1771 et seq.)

~~7 CFR Part 245 (245.2, Definitions; 245.5, public announcement; 245.6, categorical eligibility and direct certification/verification.)~~
~~Social Services Law §95(7)~~
~~Education Law Sections 915, 1709(22) and (23)~~
~~Policy 5661 District Health and Wellness Policy~~

~~Adopted: 8/1/18~~

SCHOOL SAFETY PLANS AND TEAMS

Emergencies and violent incidents in schools are critical issues that must be addressed in an expeditious and effective manner. The Board of Education recognizes its responsibility to adopt and keep current a comprehensive district-wide school safety plan and building-level emergency response plan(s) which address violence prevention, crisis intervention, emergency response and management.

Taken together, the district-wide and building-level plans provide a comprehensive approach to addressing school safety and violence prevention and provide the structure where all individuals can fully understand their roles and responsibilities for promoting the safety of the entire school community. The plans will be designed to prevent or minimize the effects of serious violent incidents and emergencies, declared state disaster emergencies involving a communicable disease or local public health emergency declaration and other emergencies and to facilitate the district's coordination with local and county resources. The plans will also address risk reduction/prevention, response and recovery with respect to a variety of types of emergencies and violent incidents in district schools and will address school closures and continuity of operations. In accordance with state law and regulation, the district will have the following safety teams and plans to deal with violence prevention, crisis intervention and emergency response and management:

Comprehensive District-Wide School Safety Team and Plan

The Board will annually appoint a district-wide school safety team that includes, but is not limited to, a representative from the following constituencies: the Board, teachers, administrators, and parent organizations, school safety personnel and other school personnel (including bus drivers and monitors). This team is responsible for the development and annual review of the comprehensive district-wide school safety plan and must consider the installation of a panic alarm system. The plan will cover all district school buildings and will address violence prevention (taking into consideration a range of programs and approaches that are designed to create a positive school climate and culture), crisis intervention, sudden cardiac arrest or similar life-threatening emergencies, emergency response and management including communication protocols, at the district level. It will include all those elements required by law and regulation, including annual multi-hazard safety training for staff and students, protocols for responding to declared state disaster emergencies involving a communicable disease that are substantially consistent with the provisions of Labor Law §27-c, and an emergency remote instruction plan.

(continued)

SCHOOL SAFETY PLANS AND TEAMS

The district-wide safety plan will include contracts or memoranda of understanding that define the relationship between the district, personnel, students, visitors, law enforcement, and public or private security personnel. These contracts or memoranda will be consistent with the Code of Conduct, and will define the roles, responsibilities, and involvement in the schools of law enforcement or security personnel. The role of school discipline will be clearly delegated to school administration.

The Board may also appoint a student representative to the district-wide school safety team. However, no confidential building-level emergency response plans will be shared with the student member, nor will the student member be present during discussion of any confidential building-level emergency response plans, or confidential portions of the district-wide emergency response strategy.

The Superintendent of Schools or designee will be the district's chief emergency officer and will coordinate communication between school staff and law enforcement and first responders. The chief emergency officer will ensure that all staff understand the district-wide school safety plan and receive annual training on the building-level emergency response plan (including all elements required by state law and regulations), violence prevention and mental health, and will also ensure that district-wide and building-level plans are completed, reviewed annually, and updated as needed by the designated dates. The chief emergency officer will ensure that the district-wide plan is coordinated with the building-level plans, and will ensure that required evacuation, emergency dismissal, and lockdown drills are conducted.

Building-Level Emergency Response Plans and Teams

Each Building Principal is responsible for annually appointing a building-level emergency response planning team that includes representation from teachers, administrators, parent organizations, school safety personnel, other school personnel (including bus drivers and monitors), law enforcement officials, fire officials and other emergency response agencies. The emergency response planning team is responsible for the development and review of a building-level emergency response plan for each district building. The plan(s) will address response to emergency situations, such as those requiring the school to shelter/shelter-in-place, hold/hold in place, evacuate, secure lockout, and lockdown and sudden cardiac arrest at the building level and will include all components required by law and regulation, including measures necessary to comply with Labor Law § 27-c to respond to public health emergencies involving a communicable disease. These confidential plans will include evacuation routes, shelter sites, medical needs, transportation and emergency notification of parents and guardians, and as of July 1, 2025,

(continued)

SCHOOL SAFETY PLANS AND TEAMS

considerations for the access and functional needs of student and staff, and procedures for the reunification of students with parents/persons in parental relation following an emergency.

To maintain security and in accordance with law, the building-level emergency response plan(s) are confidential and not subject to disclosure under the Freedom of Information Law or any other law.

Building-level emergency response plans will include protocols in response to carbon monoxide alarms or detection. Alarm or detection of carbon monoxide will result in the appropriate actions as described by the emergency response plan.

Building-level emergency response plans must designate:

- an emergency response team for incidents that includes appropriate school personnel, law enforcement officials, fire officials, and representatives from local, regional and/or state emergency response agencies to assist the school community in responding to a violent incident or emergency; and
- a post-incident response team that includes appropriate school personnel, medical personnel, school health personnel, mental health counselors and other related personnel to assist the community in coping with the aftermath of a serious violent incident or emergency.

During emergencies, staff are authorized to temporarily cover classroom door vision panels when it is likely to protect staff and students. For example, covering vision panels may prevent an intruder from determining if a classroom is occupied, thereby discouraging attempts to gain access. During emergencies, staff are also authorized to temporarily block doors to slow the access of intruders. Building-level emergency response plans must address the temporary covering of door vision panels and the temporary blocking of doors during emergencies.

Drills

The Building Principal is responsible for conducting drills every school year of the emergency response procedures under the building-level emergency response plan including procedures for evacuation, lockdown and emergency dismissal drills as required by state regulations.

(continued)

SCHOOL SAFETY PLANS AND TEAMS

Any drill conducted during the school day with students present must be done in a trauma-informed, developmentally and age-appropriate manner, and will not include tactics intended to mimic an actual act of violence or emergency. Except for evacuation drills, at the time a drill is

conducted, students and staff will be informed that it is a drill. The district will give parents or persons in parental relation advance notice (at least one week) prior to each drill.

Threat Assessment Teams

The Building Principal, in consultation with the Superintendent, will annually designate a threat assessment team to provide ongoing support and information in order to identify, and assess individuals who may be potential threats to safety, with the intent of minimizing acts of violence in the school community. The threat assessment team will be composed of, but not limited to, the following personnel from both within the school and the larger community, as appropriate: building administrators, legal counsel, the medical director and/or school nurse, school counselors, local mental health and social service providers, law enforcement, school resource officers, security personnel, and facilities and maintenance personnel. The team will meet regularly. The team will be mindful of the need for discretion and observance of confidentiality requirements.

Students will be encouraged to bring their concerns to any district employee. If a district employee becomes aware of a threat to the school community, they must inform the Building Principal, who will convene the threat assessment team. The Building Principal may request the participation of the following additional individuals who may have specific knowledge of the potential perpetrator: supervisors, teachers, students and parents. The Building Principal is responsible for keeping the Superintendent informed about the activities of the threat assessment team. Threat assessment team members will receive appropriate training.

Annual Review and Adoption

All plans will be annually reviewed and updated, if necessary, by the appropriate team by August 15. In conducting the review, the teams will consider any changes in organization, local conditions and other factors including an evaluation of the results of the emergency response procedures drills which may necessitate updating of plans. If the plan requires no changes, then it will remain in effect. If the district-wide plan requires change, then the updated plan will be submitted to the Board of Education in time to allow 30-days of public comment and to hold a public hearing which provides for the participation of school personnel, students and other interested parties prior to Board adoption. All plans must be adopted by the Board of Education by September 1. (continued)

SCHOOL SAFETY PLANS AND TEAMS

Reporting to the State and Law Enforcement

The Superintendent of Schools is responsible for submitting the district-level school safety plan and any amendments to the plan to the Commissioner within 30 days after its adoption, no later than October 1 of each year. The district-wide plan will be posted on the district's website. Each Building Principal is responsible for submitting the building-level emergency response plan for the building, and any amendments to the plan, to the appropriate local law enforcement agency and the state police within 30 days after its adoption, but no later than October 1 of each year.

Cross-ref: 0115, Bullying and Harassment Prevention and Intervention
5300, Code of Conduct
9700, Staff Development

Ref: Education Law §2801-a (school safety plans)
Executive Law §2B (state and local natural and manmade disaster preparedness)
Labor Law §27-c
8 NYCRR §155.17 (School Safety Plans and Teams)
School Safety Plans Guidance, New York State Education Department, June 2010

Adoption date:

SUBJECT: SCHEDULING AND ROUTING

Bus routes are authorized by the Board of Education and any requests for a change must be submitted to the Superintendent or their designee.

The responsibility for administering the transportation program rests with the Superintendent and administrative designee. The administration of the program will comply with all applicable laws, regulations, and policies established by federal, state and local authorities.

Mileage Limitations

Transportation services shall be provided to meet the needs of the students of the District within specified limits and areas established by the Board of Education.

The district will provide transportation only for those students in grades ~~7~~ 6 through 12 living a distance greater than one (1) mile from the school they attend or greater than one (1) mile from the nearest school bus stop on a main or feeder run, and one-half mile for students in grades K through ~~6~~ 5. A Child Safety Zone has been established surrounding the Middle/High School and Bennett and transportation is provided within this Child Safety Zone.

Calculations for mileage are made using a central point on each school campus. Routes do not include private roads, driveways, seasonal roads, or any road not maintained by the state, town, or county to ensure road maintenance standards to support student safety.

Education Law Sections 3621 and 3635

Adopted: 12/19/17
Reviewed: 06/03/25

SUBJECT: TRANSPORTATION OF STUDENTS

Requests For Transportation to and From Nonpublic Schools

The parent or guardian of a parochial or private school child residing in the School District who desires that the child be transported to a parochial or private school outside of the School District during the next school year should submit a written request to the ~~Board of Education~~ Onteora Transportation Department no later than April 1 of the preceding year, or within thirty (30) days of moving into the district. ~~No late request of a parent or guardian shall be denied where a reasonable explanation is provided for the delay. Students must live within a 15-mile radius of chosen private school. If student does not, they must meet the bus at an existing bus stop within the 15-mile radius.~~

A. Students must live within a 15-mile radius of the chosen private school. If the student does not, they must meet the bus at an existing bus stop within the 15 mile radius.
B. Any requests received after April 1st will not be granted an individual bus stop, but must meet the bus at an existing bus stop within the 15-mile radius.
C. Requests for transportation to and from a parochial or private school must be made annually.
D. This deadline for requests is established by the NYS Department of Education.

Requests for Transportation to and From Daycare and Split Households

The district defines daycare to mean the regularly scheduled caregiver of the student. The district defines split households to mean multiple legal guardians of a student or students in the same family who reside separately. Both households must be within the Onteora Central School District boundaries to be eligible for transportation.
The parent or guardian of a child residing in the School District who desires that the child be transported to and/or from a daycare or split household during the next school year should submit a written request to the Onteora Transportation Department no later than April 1 of the preceding year, or within thirty (30) days of moving into the district.

A. Transportation to and/or from daycare and split households must be on a consistent weekly schedule so that the district may establish bus routes.
B. Requests for daycare or split household transportation that cross school building attendance zone boundaries will be considered on a case-by-case basis and granted if there is an existing bus route established that has capacity for additional ridership.
C. Requests for transportation to and from a daycare or a split household must be made annually.

Transportation of Students with Disabilities

Students with disabilities in the District shall be transported up to fifty (50) miles (one way) from their home to the appropriate special service or program, unless the Commissioner certifies that no appropriate nonresidential special service or program is available within fifty (50) miles. The Commissioner may then establish transportation arrangements.

Transportation of Non-Resident Students

The District shall not extend its bus routes outside of the District to pick up non-resident students.

Transportation to School Sponsored Events

Where the District has provided transportation to students enrolled in the District to a school sponsored field trip, district extracurricular activity or any other similar event, it shall provide transportation back to either the point of departure or to the appropriate school in the District unless the parent or legal guardian of the student has provided the District with written notice. Written notice must be consistent with District policy, authorizing an alternative form of return transportation for such student unless intervening circumstances make such transportation impractical. In cases where transportation of a student back to the point of departure or to the appropriate school is impractical, a representative of the School District shall remain with the student until the student's parent or legal guardian has been informed of the circumstances and the student has been delivered to their parent or legal guardian.

Education Law Sections 1604, 1709, 1804, 1903, 1950, 2503, 2554, 2590-e, 3635, 4401(4), 4404, and 4405

Adopted: 12/19/17
Reviewed: 06/03/25