Special Meeting in the MS/HS Auditorium- Oct 14 2025 Minutes

Tuesday, October 14, 2025 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, Eric Knutsen, Cindy Bishop

2. Discussion

2.01 Continued Capital Project Discussion 3

The Architects and Construction Managers from CPL and School House Construction provided a detailed explanation of the proposed items and associated costs for both Proposition 1 and Proposition 2. They addressed each line item, clarifying the scope of work and financial considerations. Board trustees engaged in a discussion with the presenters, asking questions to further understand the details of the proposals. After the architects and construction managers left the meeting, the Board continued their discussion and came to a consensus that they do not want 5th grade students to be moved into the Middle/High School

building. The Board also discussed potential future phases of the project, considering long-term planning and district needs beyond the current propositions.

updated Capital Project Spreadsheet 10.14.25.pdf

2.02 Continued Discussion of the Resolution to Establish a K-12 Central Campus by 2028 — 4 - 5

The Board of Trustees engaged in a thorough and substantive discussion regarding the proposed resolution. Various perspectives were considered, and trustees deliberated on the potential impacts and implications.

Resolution - establish central campus.pdf

3. Adjournment

3.01 Adjourn the Meeting. Next meeting is October 21, 2025 at the Middle/High School

The meeting is adjourned at 8:23 pm.

Moved by: Caroline Jerome

Seconded by: Eric Knutsen

Yea Jenny Jared, Rory Smith, Cindy Bishop, Emily Mitchell-Marell, Clark Goodrich, Caroline Jerome, and Eric Knutsen

Motion Carries 7-0

District Clerk

	School House Total Project Cost	
Proposition 1	**$26,887,257**	
Bennett Additions - New Space	$16,516,000	
Eight Classrooms and an Art Room		
Library Expansion		
Office Space		
Security Vesitbule		
Bathrooms		
New Boiler	$1,626,500	
Drop off loop	$3,804,250	
Reconfigure Outdoor Play Space and Parking	$1,096,125	
Replace Below Slab Sanitary in Front Hallway	$282,813	
Remediate Drainage	$312,194	
Bennett New Electric Service and relocation	$1,317,250	
Fuel Tank Relocation	$1,317,250	
NY Rt 28 Stormwater Culvert Crossing	$614,875	Added 10/14/25
Proposition 2	**$15,000,000**	
Bennett Replace Windows and Exterior Walls	$5,442,938	
Bennett Renovate Music Rooms	$2,897,875	**Makes sense to renovate if we are replacing the windows so building envelope is only disturbed once.*
Renovate toilet rooms in front hallway of Bennett	$772,875	
Replace ceiling and lights in classrooms/corridor of front wing of Bennett	$910,125	
3 HS Science classroom renovated	$3,254,438	*Additional 2 classrooms in Future Phase
Replace existing acid waste lines from science rooms to main sanitary branch	$411,556	*Added
HS Nurses Suite upgrade	$65,005	**$767,688**
Grass sports fields improvements soccer drainage, baseball fencing, outfield re-grading for field hockey	$1,045,188	
Resurface Track	$200,000	
Proposition 1 and Proposition 2 Total	**$41,887,257**	

Future Phase (Time TBD)	**$26,194,252**
2 HS Science Classroom renovated	$1,891,562
Bennett New Gymnasium for K-8 Use	$8,569,063
Reconfigure/Renovate Cafeteria and Kitchen	$5,602,751
Bennett add Music Room	$1,689,625
Artificial Turf	$2,371,125
Field Lights	$1,159,250
Student Commons	$1,958,438
Upgrade East End Parking	$2,952,438
Total	**$68,081,509**

Monica updated with guidance from Fiscal Advisors:

	$15million Cash	$26.5million borrowing	Total	
Annual Debt Payment	$ -	$ 2,400,000.00	$ 2,400,000.00	
Annual Projected State Aid	$ (402,400.00)	$ (687,600.00)	$ (1,090,000.00)	
Annual Projected Savings	$ -	$ (3,200,000.00)	$ (3,200,000.00)	(doesn't take inflationary savings into account in the out years)
			$ (1,890,000.00)	Annual savings after debt payment

$702,683 Can include the difference of $702,683 in the Transfer to Capital for 2026-2027 budget

RESOLUTION

WHEREAS, the Board of Education of the Onteora Central School District ("Board" or "District") has been engaged in long-term planning regarding a transition to a central campus as part of its effort to address ongoing challenges including declining enrollment, the declining pool of instructional and non-instructional applicants, aging facilities, and the budget; and

WHEREAS, on May 2, 2023, in light of the above challenges, the Board voted to reconfigure the elementary school buildings and grade levels for the start of the 2024-2025 school year, by: (1) closing Phoenicia Elementary School at the conclusion of the 2023-2024 school year; (2) reconfiguring Woodstock Elementary School and Bennett Elementary School to each encompass grades K-5; and (3) committing to working toward a unified central campus by 2028; and

WHEREAS, the aforementioned decisions were made after significant study, deliberation and community input, which included: obtaining a consultant to conduct a thorough School Building Utilization and Grade Configuration Study; discussion at several Board of Education meetings; holding three World Café events to engage in conversation with the community on long-term planning; issuing a Community Survey and holding a Community Forum; and, presentations at several Board meetings and posting links on the District's website to long-term planning information; and

WHEREAS, the District and the Board have taken additional steps to further study, deliberate, and engage with the community regarding the transition to a central campus, including:

- In March of 2024, retaining the services of facilitator Sharon Lipovsky to arrange community discussions related to the central campus;
- Sharing sessions held on May 13, 2024 and May 14, 2024, and community visioning sessions held on June 11, 2024 and June 13, 2024, to discuss "wishes and worries" about the move to a central campus and to imagine what the campus could look like;
- Visioning sessions with key stakeholders, specifically Faculty and Staff and Middle School and High School Students, held throughout November and December of 2024.;
- Reviewing the Building Conditions Survey and space utilization analysis of existing buildings;
- Reviewing early drafts of new designs being created by District's design team of architects and engineers based on visioning, space utilization assessment and building conditions survey;
- The review of conceptual designs by Principals, Central Administrators, Architects, Construction Managers and Community Guide;
- Holding three Community Forum sessions, on December 3, 2024 (First Draft Review and Prioritization Exercise), January 15, 2025 (Second Draft Review and Community Discussion), and February 25, 2025 (Proposed Campus Design and Community Q&A);
- Presentations by District administrators to the Board regarding a central campus and related costs and capital improvements, delivered on February 18, 2025, March 4, 2025, and March 18, 2025;
- Providing detailed information on the District's website regarding the proposed transition to a central campus, including answers to Frequently Asked Questions

(FAQs), slideshow presentations, and summaries from visioning sessions and community forums; and

WHEREAS, the New York State Governor and Legislature have expressed an intent to revise the Foundation Aid Formula (a position subsequently endorsed by a year-long study of Foundation Aid by the Rockefeller Institute), and the State calculates that the District is currently overfunded by $7.3 million per annum, an amount that, if lost, would force the District to take drastic and reactionary steps to address the funding shortfall without the benefit of strategic and thoughtful long-term planning; and

WHEREAS, with the best interest of District students as its paramount concern, the Board believes that closing Woodstock Elementary School and creating a K-12 campus in Boiceville would provide opportunities to: improve educational programming, instructional experiences and educational outcomes for students; have fewer transitions between school buildings; maximize staff efficiency and effectiveness, and allow greater alignment of resources and practices; minimize the length of bus rides for the majority of students as well as the number of bus routes for the District; promote equity of services; and, enhance student safety as well as access to afterschool programming and enriched vocal and instrumental experiences; and

WHEREAS, the Board has reviewed and considered the information presented by District administrators, the District's architects and engineers, and the community regarding grade reconfiguration and the transition to a central campus:

NOW THEREFORE, BE IT RESOLVED, that in order to address the challenges and opportunities before the District, and to continue moving toward the ultimate goal of locating all grade levels in buildings located on one central campus by the start of the 2028-2029 school year, the Board of Education of the Onteora Central School District hereby determines that Woodstock Elementary School will close at the conclusion of the 2027-2028 school year; and

BE IT FURTHER RESOLVED, that the Superintendent of Schools is directed to take such steps and make such filings with the New York State Education Department as are necessary to effectuate the purposes of this Resolution.

Dated:_____, 2025

Board Meeting - Oct 21 2025 Minutes

Tuesday, October 21, 2025 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, Caroline Jerome, Emily Mitchell-Marell, Clark Goodrich, Rick Knutsen, Cindy Bishop

2. Principal Update

Bennett School Principal, Gabriel Buono will share highlights and updates from Bennett Elementary School (proposed 10 min)

Principal Gabriel Buono started his update by noting that the school year is off to a great start. On the first day of school, all students were dismissed close to their scheduled time, with buses departing only four minutes later than planned—a record for the building.

The Bennett PTA hosted a successful “Welcome Back” picnic, and the annual *Boo Bash* event is scheduled for this Friday, featuring a bonfire. The local Fire Departments volunteered their time for Fire Prevention Day this past week, and Mr. Buono expressed appreciation for their ongoing

support. In addition, the Ashokan Center will be presenting an interactive banjo concert for students and has generously donated their services.

Math Liaison – Ms. Corsitto
Fourth-grade teacher and math liaison, Ms. Corsitto, shared that Bennett students demonstrated significant growth in mathematics over the past year, as reflected in state assessment results. Teachers continue to collaborate effectively, maintaining clear goals for raising achievement across all grade levels.

Math instruction is well underway, with teachers adapting pacing to meet student needs. Small-group, hands-on learning has been implemented throughout classrooms. For example, first-grade teachers completed Unit 3 prior to Unit 2 based on their pacing needs, and fourth-grade began with Unit 4 to better transition students after summer break. These adjustments have had positive results, and teacher collaboration continues to drive strong progress in mathematics.

Literacy Liaison – Ms. Kovac
Reading Specialist and Literacy Liaison, Ms. Kovac, discussed ongoing efforts to advance student achievement in literacy. Students are learning to identify the beginning, middle, and end of words and are making strong progress in phonics. Instruction is guided by the "zone of proximal development" to ensure all students are reached at their individual learning levels.

Ms. Kovac shared that Bennett's "Word of the Year" is *Grit*, emphasizing perseverance and effort. She stated that the school's goal is to make learning "contagious," saying, *"We have grit—we don't quit."*

Principal Buono – Closing Remar**ks**
Mr. Buono concluded by noting that Bennett sets goals on a quarterly basis, with staff committed to supporting every student in achieving success. He also reported that the recent Open House was very well attended by parents and families.

3. Proposed Executive Session

3.01 Enter Executive Session

Motion to enter into executive session to discuss ONTEA negotiations and to meet with their attorney (45 mins)

Moved by: Emily Mitchell-Marell

Seconded by: Jenny Jared

Motion Carries

3.02 Exit Executive Session

Motion to exit executive session and return to public session

Moved by: Caroline Jerome
Seconded by: Emily Mitchell-Marell

Motion Carries

4. Acceptance of Minutes

4.01 Acceptance of Minutes 22 - 39

Board Meeting - Sep 30 2025 - Minutes - Html

Special Meeting in the MS/HS Auditorium - Oct 07 2025 - Minutes - Html

Special Meeting in the MS/HS Auditorium- Oct 14 2025 - Minutes - Html

The Board of Education hereby accepts the minutes of the September 30, 2025, October 7, 2025 and October 14, 2025 Board Meetings 22 - 39

Moved by: Jenny Jared
Seconded by: Eric Knutsen

Motion Carries

5. Superintendent District News

5.01 The Superintendent will report District News

Book Study - The Anxious Generation

The Onteora CSD invites parents, educators, students, and community members to join a powerful and timely book discussion on The Anxious Generation: How the Great Rewiring of Childhood Is Causing an Epidemic of Mental Illness by Jonathan Haidt.

This district-wide initiative aims to foster open dialogue, deepen understanding, and build a stronger partnership

between schools and families as we explore the impact of smartphones, social media, and screen time on today's youth. Haidt, a social psychologist and bestselling author, presents compelling research and practical solutions to help reverse current trends in youth anxiety and depression.

We will meet as a group on 10/27,11/10, and 12/1 from 6:00-7:00 p.m. Participants are not required to attend all three sessions. If you would like to join our community book read, the RSVP can be found on our website, or on my ParentSquare post from this afternoon.

Our first meeting will be on Monday, October 27th. We are excited to take this learning journey together.

The Catskill Witch

Under the direction of Kenneth Skrzesz, our middle school students have created a play that they will be performing for our fifth grade students next week. The community can also enjoy this play - it will be performed for the public on Saturday, November 1st at 10:00 AM. Many thanks to our director, and best of luck to our performers.

Parent Square

We have had 347 posts so far this month. I'm grateful to the faculty and administrators for leaning into this new platform. I utilized it today to post a reminder about our community book study.

Superintendent's Conference Day

Our faculty and staff have a full day planned for this Thursday. There are meaningful sessions planned for our buildings and grounds staff, our transportation staff, teachers, Teaching Assistants, Monitors, Social Workers and Psychologists, OT/PT/and Speech providers, nurses, and librarians. Assistant Superintendent Laffin puts an incredible amount of energy into these days so that they are meaningful and a valuable use of this precious time. Some of the topics included in the day include: AI - a practical introduction for support staff,

Portrait of a Graduate, MTSS and progress monitoring, Multilingual learners in the Classroom, working toward a revised elementary report card, Illustrative Math, Knowledge Building to Strengthen and Deepen Comprehension, and Chronic Condition Management. Many of the sessions are in response to specific requests from our faculty and staff, and when we receive specific requests, it is important to honor them and provide the professional development that faculty and staff feel will better allow them to serve our students.

Athletics

I would be remiss if I didn't mention that our sports teams are having a great fall season. I can't list them all, so please check out all of their accomplishments on our social media posts.

PTA and Booster Club

Also, the year has barely begun and already our PTAs and our Booster Club have been incredibly active in supporting all of our students. Please join or support them.

6. Board District News

6.01 The Board will report District News

Trustee Mitchell-Marell reported that she is teaching nature explorers at Woodstock's *Kidstock* program and highlighted the variety of other activities Kidstock offers. She also mentioned the upcoming *Halloween Fest* at Woodstock next week, which will include a haunted trail.

Additionally, she shared that Bennett's kindergarten students recently participated in a dance residency, with daily sessions held over five days. As a side note, she mentioned local DJs commented that the Onteora district "dances the most."

Trustee Knutsen spoke about *The Catskill Witch* play, which was written by Onteora students, will be performed at 10:00 AM on Saturday, November 1st, in the Middle/High School Auditorium. He noted that Mr. Skrzesz has been leading acting workshops with fifth- and sixth-grade students, which the

students have greatly enjoyed.

Trustee Jared mentioned the upcoming *Grave Rave* event will be at the Middle School. She also attended the six-hour NYSSBA Business Meeting, where two resolutions submitted by Onteora were successfully passed. Trustee Jared shared that several other resolutions were approved at the meeting and expressed hope that many will move forward to become legislation.

Trustee Bishop discussed the Board's recent building tours, noting the positive interactions between students and principals and the visible building improvements. She also mentioned that her and Superintendent McLaren attended the ribbon-cutting ceremony at iPark 87, the new Ulster BOCES facility. Trustee Bishop shared her pride in seeing one of Onteora's own students serving as a student representative on the BOCES Board. That student, along with another representative, spoke at the event before an audience of hundreds.

Trustee Goodrich also reflected on the recent building tours, saying it was inspiring to witness students engaging in thoughtful conversations with their principals during the visits.

The Student Representative, Jenny Albright expressed appreciation for the growing opportunities for students to participate in theater and performing arts throughout the district.

Additional Notes
Trustees noted that the Girls Soccer Team recently had a successful game, and the Board congratulated them on their achievement.

7. Student Representative Report

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

MS. Albright reported that many Halloween dances and events are taking place across all schools. The High School National Honor Society has launched “Socktober,” a donation drive collecting new, clean socks. Collection boxes are located at the High School, Woodstock, and soon at Bennett. All donated socks will support a local community drive for those in need. Jenny noted that school is going well and that it is “business as usual

8. Discussion and Possible Action

8.01 Approve Proposition #1 To Create a District Wide K-5 Elementary School

BE IT HEREBY RESOLVED on recommendation by the Superintendent of Schools that the Board of Education of the Onteora Central School District submit the following proposition, Proposition #1 To Create a District Wide K-5 Elementary School, to be included on the ballot at the Special District Meeting, to be held on December 10, 2025.

Moved by: Clark Goodrich

Seconded by: Rory Smith

Motion Carries

PROPOSITION #1 To Create a District Wide K-5 Elementary School

RESOLVED:

(a) That the Board of Education of Onteora Central School District, in the Counties of Ulster and Greene, New York (the “District”), is hereby authorized to construct renovations, improvements and alterations to Bennett Elementary School and site (the “Project”), substantially in accordance with a plan prepared by the District with the assistance of CPL Architecture, Engineering & Planning (the “Plan”), which Plan is on file and available for public inspection at the office of the District Clerk, such Project to include (as and where

necessary): the construction of building additions to provide for additional classroom, library, lavatory, office, security and other space; improvements to the heating, electrical and drainage systems; and site and recreational improvements including new drop off loop, the reconfiguration of outdoor play space, parking and the replacement of the below slab sanitary; all of the foregoing to include the original furnishings, equipment, machinery, apparatus and ancillary or related site and other work required in connection therewith; and to expend therefor, including preliminary costs and costs incidental thereto and to the financing thereof, an amount not to exceed the estimated total cost of not to exceed $26,900,000; provided that the costs of the components of the Project as set forth in detail in the Plan may be reallocated among the components of such Project if the Board of Education shall determine that such reallocation is in the best interests of the District; and

(b) that a tax is hereby voted in the amount of not to exceed $26,900,000 to finance such cost, such tax to be levied and collected in installments in such years and in such amounts as shall be determined by said Board of Education; and

(c) that in anticipation of said tax, bonds of the District are hereby authorized to be issued in the aggregate principal amount of not to exceed $26,900,000 and a tax is hereby voted to pay the interest on said bonds as the same shall become due and payable.

Such Proposition shall appear on the ballots in substantially the following condensed forms:

PROPOSITION #1 To Create a District Wide K-5 Elementary School

YES NO

RESOLVED:

(a) That the Board of Education of Onteora Central School District, in the Counties of Ulster and Greene, New York (the "District"), is hereby authorized to construct renovations, improvements and alterations to Bennett Elementary School and site, and to expend an amount not to exceed the estimated total cost of $26,900,000 therefor; (b) that a tax is hereby voted in the amount of not to exceed $26,900,000 to finance such cost, such tax to be levied and collected in installments in such years and in such amounts the Board of Education shall determine; and (c) that in anticipation of said tax, bonds of the District are hereby authorized to be issued in the amount of not to exceed $26,900,000 and a tax is hereby voted to pay the interest on said bonds as the same shall become due and payable.

Onteora CSD $26.9M bond.pdf

8.02 Approve Proposition #2 K-12 Renovations and Infrastructure Upgrades

BE IT HEREBY RESOLVED on recommendation by the Superintendent of Schools that the Board of Education of the Onteora Central School District submit the following proposition, Proposition #2 K-12 Renovations and Infrastructure Upgrades, to be included on the ballot at the Special District Meeting, to be held on December 10, 2025.

Moved by: Jenny Jared

Seconded by: Eric Knutsen

Motion Carries

PROPOSITION #2 K-12 Renovations and Infrastructure Upgrades

RESOLVED:

(a) That the Board of Education of Onteora Central School District, in the Counties of Ulster and Greene, New York (the "District"), is hereby authorized to construct renovations and improvements to Bennett Elementary School and the Middle School/High School and to construct site, athletic and recreational improvements (the "Project") substantially as described in a plan prepared by the District with the assistance of CPL Architecture, Engineering & Planning (the "Plan"), which is on file and available for public inspection in the office of the District Clerk, including replacement of windows, ceilings, lighting and exterior walls; renovation of science classrooms, music rooms, nursing suite and lavatories; and recreational and athletic improvements including track resurfacing, sport field improvements, fencing, regrading and ADA accessibility improvements; the foregoing to include the original furnishings, equipment, machinery, apparatus and ancillary or related site and other work required in connection therewith; and to expend therefor, including preliminary costs and costs incidental thereto and to the financing thereof, an amount not to exceed the estimated total cost of not to exceed $15,000,000; provided that the costs of the components of the Project as set forth in detail in the Plan may be reallocated among the components of such Project if the Board of Education shall determine that such reallocation is in the best interests of the District; and

(b) that the amounts of $10,000,000 from the District's "2023 Capital Reserve Fund", approved by the voters of the District on May 16, 2023, and $5,000,000 from available current funds of the District are each hereby authorized to be expended to pay the cost of the Project, and such expenditures are hereby approved.

Such Proposition shall appear on the ballots in substantially the following condensed forms:

PROPOSITION #2 K-12 Renovations and Infrastructure Upgrades

YES NO

RESOLVED:

(a) That the Board of Education of Onteora Central School District, in the Counties of Ulster and Greene, New York (the "District"), is hereby authorized to construct renovations and improvements to Bennett Elementary School and the Middle School/High School and to construct site, athletic and recreational improvements and to expend an amount not to exceed the estimated total cost of $15,000,000 therefor; and (b) that the amounts of $10,000,000 from the District's "2023 Capital Reserve Fund", approved by the voters of the District on May 16, 2023, and $5,000,000 from available current funds of the District are each hereby authorized to be expended to pay such estimated total cost, and such expenditures are hereby approved.

Onteora CSD $15M CashFINAL.pdf

8.03 Approve Modified Polling Location for Special Vote on December 10, 2025

The Board of Education hereby modifies the polling locations and voting times for the Special Vote taking place on December 10, 2025. For this Special Vote only, the polling location shall be changed from Bennett and Woodstock Elementary Schools to the Middle/High School Wrestling Room for all voters.

Further, the polls for the Special Vote will be open at the Middle/High School Wrestling Room from 7:00 a.m. to 9:00 p.m.

Moved by: Clark Goodrich

Seconded by: Rory Smith

Motion Carries

9. Acknowledge Public Be Heard Comments

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

Faedra Dagirmanjian

Adam Snyder

Rebecca Turmo

Urana Kinlen

Vicki Haberski

Matt LaClair

Frances Knutsen

Philippe Hyman

Jess Wisneski

Ed McGeady

Tansy Michaud

Jenna Skorupa

Simon Hallam

Laurie Osmond

Luba Resincoba

Daniel Aliberte

Susan Parker

Kara Colevas

Patrick Richardson

Kimber Truitt

Jax Denise

Lindsay Shands

Jillian Kahn Urrutia

Megan Brenner

10. Public and Student Comment

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

Cindy O'Connor

Daniel Aliberte

Stephanie Bryant

Adam Synder

Frances Knutsen

Ursala Hallinan

11. **Break**

11.01 The Board will take a 10 minute break if needed

12. Discussion and Possible Action (cont.)

12.01 Continued Discussion of the Resolution to Establish a K-12 Central Campus by 2028

WHEREAS, the Board of Education of the Onteora Central School District ("Board" or "District") believes that District students will be best educated, and the Board will be best able to meet its fiscal responsibilities to residents, if the District transitions to a K-12 central campus by September 2028, with grades reconfigured as follows: Bennett Elementary School (BES) serving Grades K through 5; Onteora Middle School (OMS) serving Grades 6 through 8; and, Onteora High School (OHS) to serve Grades 9 through 12; and

WHEREAS, while the authority to reconfigure grade levels lies solely with the Board, the result of the bond vote on Proposition 1 (regarding the expansion of Bennett Elementary School) planned for December 2025 will impact how the Board proceeds with grade reconfiguration in September 2028, as indicated below:

1. If Proposition 1 is approved:
    a. BES will serve Grades K through 5
    b. OMS will serve Grades 6 through 8
    c. OHS will serve Grades 9 through 12

2. If Proposition 1 is rejected:
    a. BES will serve Grades K through 4
    b. OMS will serve Grades 5 through 8

c. OHS will serve Grades 9 through 12; and

WHEREAS, the Board has been engaged in extensive long-term planning and discussion regarding a transition to a central campus, as summarized in Exhibit "A," which is attached to this resolution and incorporated herein by reference; and

WHEREAS, the Board has discussed that transitioning to a K-12 central campus at Boiceville and closing Woodstock Elementary School would provide opportunities to: improve educational programming, instructional experiences and educational outcomes for students; limit transitions between school buildings; maximize staff efficiency and effectiveness, and allow greater alignment of resources and practices; minimize the length of bus rides for the majority of students as well as the number of bus routes for the District; promote equity of services; and enhance student safety, access to afterschool programming and enriched vocal and instrumental experiences; and

WHEREAS, the Board has also discussed that the New York State Governor and Legislature have expressed an intent to revise the Foundation Aid Formula (a position subsequently endorsed by a year-long study of Foundation Aid by the Rockefeller Institute), and the State calculates that the District is currently overfunded by $7.3 million per annum, an amount that, if lost, would force the Board to take drastic and reactionary steps to address the funding shortfall without the benefit of strategic and thoughtful long-term planning:

NOW THEREFORE, BE IT RESOLVED, that the Board of Education of the Onteora Central School District hereby determines that Woodstock Elementary School will close at the conclusion of the 2027-2028 school year; and

BE IT FURTHER RESOLVED, that the Board hereby reconfigures grade levels in the District effective September 2028, as follows:

1. If Proposition 1 of the planned December 2025 bond vote is approved, then Bennett Elementary School will serve Grades K through 5, Onteora Middle School will serve Grades 6 through 8, and Onteora High School will serve Grades 9 through 12;

2. If Proposition 1 of the planned December 2025 bond vote is rejected, then Bennett Elementary School will serve Grades K through 4, Onteora Middle School will serve Grades 5 through 8, and Onteora High School will serve Grades 9 through 12; and

BE IT FURTHER RESOLVED, that the Superintendent of Schools is directed to take such steps and make such filings with the New York State Education Department as are necessary to effectuate the purposes of this Resolution.

Moved by: Jenny Jared
Seconded by: Rory Smith

Motion Carries

Resolution - Establish Central Campus - 10.21.2025.pdf

13. Consent Agenda

13.01 Approve Consent Agenda

The Board hereby approves item numbers 13.02 - 13.12

Moved by: Clark Goodrich
Seconded by: Rory Smith

Motion Carries

13.02 Approve Volunteers

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

Amy Adams Ratliff

Jessica Best

Julia Hausman
Holles Houghton
Sara Kerrigan
Dana McClure
Michelle Millman
Katherine Mosher
Diana Nergelovic
Brendan O'Rourke
Rebecca Reynolds
Savannah Russo
Amanda Shea
Claudia Swanson
William Smith
Christopher Wangro
Ashlee Wright
Molly Wyant

Carried

13.03 Approve Overnight Trip - The Princeton Model United Nations Conference (PMUNC)

The Board of Education hereby approves three students to attend The Princeton Model United Nations Conference (PMUNC) departing on November 20, 2025 and returning on November 23, 2025 and pay all necessary fees.

Carried

_Ulster BOCES Model UN Overnight Trip OHS Students Participating- redacted.pdf

Princeton Model UN information

13.04 Approve Overnight Trip - Harvard Model Congress

The Board of Education hereby approves the overnight trip on February 19-22, 2026 to the Boston Sheraton Hotel and Conference Center for approximately 25 students from the Harvard Model Congress Club to participate in mock

legislative simulation

Carried

https://www.harvardmodelcongress.org/boston

13.05 Memorandum of Agreement #102125

The Board of Education hereby approves MOA #102125 between the Onteora Central School District and the Onteora Teachers Association renaming MS Robotics to MS Chess Club

Carried

MOA- MS Chess Club.pdf

13.06 Onteora Scholastic Trap Team

BE IT RESOLVED, that the Board of Education endorses the Onteora Central School District Scholastic Trap Team as outlined in the attached proposal and authorizes the use of the District's name and logo for participation in the New York State High School Clay Target League.

Carried

trap league outline.docx.pdf

13.07 Personnel Agenda

The Board of Education hereby approves the personnel agenda as attached

Carried

10-21-25 personnel agenda.pdf

13.08 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 sale or disposal of the items.

Carried

13.09 Budget Transfer

The Superintendent recommends the transfer of $337,710 based on the payroll purchase order moving funds to actual payroll codes as they differ from where they were budgeted, as attached.

Carried

10-17-25 budget transfer pr po.pdf

13.10 Financial Report

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

Carried

Financial Report August 2025.pdf

13.11 Warrants

The Board of Education has reviewed and hereby accepts Warrant Schedule 3

Carried

13.12 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 9CSE) and Committee on Pre-School Special Education (CPSE) Recommendations, Schedule U, #10/25, Confidential, as reviewed by Trustee Knutsen

Carried

14. Policies

14.01 First Reading of Policy 4212 Organizational Chart 97

Policy 4212 Organizational Chart October 2025.pdf

Updated to reflect change in structure of PPS Department and Facilities Department.

14.02 First Reading of Policy 5570 Audit Committees 98 - 99

Audit Committee 5570.pdf

14.03 First Reading of Policy 7223 Graduation Ceremonies 100

Graduation Ceremonies Policy 7223.pdf

14.04 Policies Reviewed and are ok as is

The Board of Education hereby accepts policies 5610, 5611 and 5620 as reviewed

Moved by: Jenny Jared

Seconded by: Caroline Jerome

Motion Carries

insurance 2002.pdf loss of property 2002.pdf inventories 2002.pdf

15. Committee Reports

15.01 Updates from Board Committees

Trustee Jared reported that the Academic Achievement Ad Hoc Committee will hold its first meeting on Monday, October 27, 2025.

The Communications Committee is expected to meet as early as tomorrow to discuss the upcoming propositions and December vote. It was noted that a vote-specific mailing will likely be sent out to the community.

16. Old Business

16.01 The Board will discuss Old Business

Trustee Jared asked if Discussion Meetings could be added to the Board meeting schedule.

- Superintendent McLaren noted that this could be possible during months when two meetings are

scheduled.

17. New Business

17.01 The Board will discuss New Business

Trustee Goodrich asked for clarification on whether members of the public may participate in the Academic Achievement Ad Hoc Committee.

- It was noted that this topic will be discussed at the committee's first meeting.

18. Request for Information

18.01 Board Members will Request Information of the Superintendent

Trustee Jerome asked the administration to describe what the educational journey at Onteora looks like for a sixth-grade student who is excelling in or highly interested in math and science. She inquired about the opportunities available, such as clubs and courses, and how eligibility requirements for accelerated courses are determined. Trustee Jerome also asked how class size factors into the availability of accelerated course offerings.

Trustee Knutsen asked if the Board could be provided with a BOCES AI pilot progress report

Emily Mitchell- Marell- asked for a follow up on her previous outdoor recess RFI

19. Adjournment

19.01 Adjourn the Meeting. Next meeting is November 18, 2025 at Middle/High School.

The meeting is adjourned at 9:21.

Moved by: Jenny Jared

Seconded by: Emily Mitchell-Marell

Motion Carries

District Clerk

ONTEORA CSD
ULSTER AND GREENE COUNTIES, NEW YORK
PROPOSED CAPITAL PROJECT

Assumptions:

	Total	Bennett	Other Projects
- Amount			
Project Cost	$26,900,000	$16,916,000	$9,984,000
Capital Reserve	$0	$0	$0
Amount to Finance	$26,900,000	$16,916,000	$9,984,000
- Timing			
1. Voter approval		Dec-25	Dec-25
2. SED submission		Sep-26	Jun-26
3. SED approval		Jan-27	Sep-26
4. Construction start		Summer 2027	Summer 2027
5. Construction completion		Fall 2028	Fall 2027
6. SA-139 is filed no later than		10/1/2027	10/1/2026
7. Final cost reports submitted to SED no later than		12/31/2028	12/31/2027
8. First full year of building aid		2028-29	2027-28
- Financing:			
9. Bond Anticipation Notes issued	June 2027,28, 29	Estimated @ 3.50%.	
10. Serial Bonds issued	June 2030	Mature June 2031-2044. Estimated at 4.15%.	
- Building Aid			
11. Building Aid Ratio	31.00%		
12. Percent of Project Aidable		90.00%	95.00%
13. # of years of aid		15	15
- District Valuations			
14. Total Assessed Value 2025-2026	$4,323,139,667		
15. Total Full Value 2025-2026	$6,811,591,523		

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Fiscal Year Ending June 30th	*Est Current Building Aid*	*Current Net Debt Service*	*Capital Reserve*	*Estimated Required BAN Principal*	*Estimated BAN Interest*	*Estimated Bond Prin & Int*	*Total Debt Service*	*Less: Est. State Aid Amortization Payments**	*Estimated Local Share For This Project*	*Estiamted Consolidation Savings 2.00%*	*Estimated Local Share w/ Consolidation Savings*	*Annual Tax Increase Per $100,000 FV*	*Monthly Tax Increase Per $100,000 FV*
2026	$ 463,685	$ (463,685)											
2027	453,237	(453,237)											
2028	450,087	(450,087)	-	-	472,500		472,500	267,845	204,655	3,200,000	(2,995,345)	(43.97)	(3.66)
2029	435,068	(435,068)	-	205,000	941,500		1,146,500	697,772	448,728	3,264,000	(2,815,272)	(41.33)	(3.44)
2030	435,068	(435,068)		-	-	2,552,843	2,552,843	697,772	1,855,071	3,329,280	(1,474,209)	(21.64)	(1.80)
2031	404,401	(404,401)				2,552,875	2,552,875	697,772	1,855,103	3,395,866	(1,540,762)	(22.62)	(1.88)
2032	373,734	(373,734)				2,550,418	2,550,418	697,772	1,852,646	3,463,783	(1,611,137)	(23.65)	(1.97)
2033	342,390	(342,390)				2,550,470	2,550,470	697,772	1,852,698	3,533,059	(1,680,360)	(24.67)	(2.06)
2034	255,456	(255,456)				2,552,825	2,552,825	697,772	1,855,053	3,603,720	(1,748,667)	(25.67)	(2.14)
2035	181,403	(181,403)				2,552,275	2,552,275	697,772	1,854,503	3,675,794	(1,821,291)	(26.74)	(2.23)
2036	168,596	(168,596)				2,553,820	2,553,820	697,772	1,856,048	3,749,310	(1,893,262)	(27.79)	(2.32)
2037	60,410	(60,410)				2,552,253	2,552,253	697,772	1,854,481	3,824,296	(1,969,816)	(28.92)	(2.41)
2038						2,552,573	2,552,573	697,772	1,854,801	3,900,782	(2,045,982)	(30.04)	(2.50)
2039						2,549,573	2,549,573	697,772	1,851,801	3,978,798	(2,126,997)	(31.23)	(2.60)
2040						2,553,253	2,553,253	697,772	1,855,481	4,058,374	(2,202,893)	(32.34)	(2.70)
2041						2,553,198	2,553,198	697,772	1,855,426	4,139,541	(2,284,116)	(33.53)	(2.79)
2042						2,554,408	2,554,408	697,772	1,856,636	4,222,332	(2,365,696)	(34.73)	(2.89)
2043						2,551,675	2,551,675	429,927	2,121,748	4,306,779	(2,185,031)	(32.08)	(2.67)
2044						-	-	-	-		-	-	-
TOTALS			-	205,000	1,414,000	35,732,455	37,351,455	10,466,578	26,884,877	59,645,713			

Average Annual Tax Impact per $100,000 FV:	(26.71)
Average Monthly Tax Impact per $100,000 FV:	(2.23)

Notes: - Bond Percentage is preliminary/estimated and may change based on actual scope of work performed. District needs to verify addition aidability with NYSED.
- Bond Percentage may be impacted by the Multi-Year Maximum Cost Allowance. Scope should be developed with consideration of the Maximum Cost Allowances and possible overages which will impact the bond percentage/aidability of the projects.

* - **The timing of the receipt of building aid is based on the submission of the Certificate of Substantial Completion and the Final Cost Report which are estimated.**

FISCAL ADVISORS & MARKETING, INC.

ONTEORA CSD
ULSTER AND GREENE COUNTIES, NEW YORK
PROPOSED CAPITAL PROJECT

Assumptions:

	Total
- Amount	
Project Cost	$15,000,000
Capital Reserve	$15,000,000
Amount to Finance	$0
- Timing	
1. Voter approval	Dec-25
2. SED submission	Jun-26
3. SED approval	Sep-26
4. Construction start	Summer 2027
5. Construction completion	Fall 2028
6. SA-139 is filed no later than	10/1/2027
7. Final cost reports submitted to SED no later than	12/31/2028
8. First full year of building aid	2028-29
- Financing:	
9. Bond Anticipation Notes issued	
10. Serial Bonds issued	
- Building Aid	
11. Building Aid Ratio	31.00%
12. Percent of Project Aidable	95.00%
13. # of years of aid	15
- District Valuations	
14. Total Assessed Value 2025-2026	$4,323,139,667
15. Total Full Value 2025-2026	$6,811,591,523

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Fiscal Year Ending June 30th	*Est Current Building Aid*	*Current Net Debt Service*	*Capital Reserve*	*Estimated Required BAN Principal*	*Estimated BAN Interest*	*Estimated Bond Prin & Int*	*Total Debt Service*	*Less: Est. State Aid Amortization Payments**	*Estimated Local Share For This Project*	*Estiamted Consolidation Savings 2% inflation*	*Estimated Local Share w/ Consolidation Savings*	*Annual Tax Increase Per $100,000 FV*	*Monthly Tax Increase Per $100,000 FV*
2026	$ 463,685	$ (463,685)											
2027	453,237	(453,237)											
2028	450,087	(450,087)	7,500,000						-			-	-
2029	435,068	(435,068)	7,500,000					402,411	(402,411)		(402,411)	(5.91)	(0.49)
2030	435,068	(435,068)						402,411	(402,411)		(402,411)	(5.91)	(0.49)
2031	404,401	(404,401)						402,411	(402,411)		(402,411)	(5.91)	(0.49)
2032	373,734	(373,734)						402,411	(402,411)		(402,411)	(5.91)	(0.49)
2033	342,390	(342,390)						402,411	(402,411)		(402,411)	(5.91)	(0.49)
2034	255,456	(255,456)						402,411	(402,411)		(402,411)	(5.91)	(0.49)
2035	181,403	(181,403)						402,411	(402,411)		(402,411)	(5.91)	(0.49)
2036	168,596	(168,596)						402,411	(402,411)		(402,411)	(5.91)	(0.49)
2037	60,410	(60,410)						402,411	(402,411)		(402,411)	(5.91)	(0.49)
2038								402,411	(402,411)		(402,411)	(5.91)	(0.49)
2039								402,411	(402,411)		(402,411)	(5.91)	(0.49)
2040								402,411	(402,411)		(402,411)	(5.91)	(0.49)
2041								402,411	(402,411)		(402,411)	(5.91)	(0.49)
2042								402,411	(402,411)		(402,411)	(5.91)	(0.49)
2043								402,411	(402,411)		(402,411)	(5.91)	(0.49)
2044								-	-		-	-	-
2045								-	-		-	-	-
2046								-	-		-	-	-
2047								-	-		-	-	-
2048								-	-		-	-	-
2049						-	-	-	-		-	-	-
TOTALS			15,000,000	-	-	-	-	6,036,160	(6,036,160)	-			

Average Annual Tax Impact per $100,000 FV:	(4.04)
Average Monthly Tax Impact per $100,000 FV:	(0.34)

Notes: - Bond Percentage is preliminary/estimated and may change based on actual scope of work performed. District needs to verify addition aidability with NYSED.
- Bond Percentage may be impacted by the Multi-Year Maximum Cost Allowance. Scope should be developed with consideration of the Maximum Cost Allowances and and possible overages which will impact the bond percentage/aidability of the projects.

*** - The timing of the receipt of building aid is based on the submission of the Certificate of Substantial Completion and the Final Cost Report which are estimated.**

FISCAL ADVISORS & MARKETING, INC.

RESOLUTION

WHEREAS, the Board of Education of the Onteora Central School District ("Board" or "District") believes that District students will be best educated, and the Board will be best able to meet its fiscal responsibilities to residents, if the District transitions to a K-12 central campus by September 2028, with grades reconfigured as follows: Bennett Elementary School (BES) serving Grades K through 5; Onteora Middle School (OMS) serving Grades 6 through 8; and, Onteora High School (OHS) to serve Grades 9 through 12; and

WHEREAS, while the authority to reconfigure grade levels lies solely with the Board, the result of the bond vote on Proposition 1 (regarding the expansion of Bennett Elementary School) planned for December 2025 will impact how the Board proceeds with grade reconfiguration in September 2028, as indicated below:

A. If Proposition 1 is approved:
    i. BES will serve Grades K through 5
    ii. OMS will serve Grades 6 through 8
    iii. OHS will serve Grades 9 through 12

B. If Proposition 1 is rejected:
    i. BES will serve Grades K through 4
    ii. OMS will serve Grades 5 through 8
    iii. OHS will serve Grades 9 through 12; and

WHEREAS, the Board has been engaged in extensive long-term planning and discussion regarding a transition to a central campus, as summarized in Exhibit "A," which is attached to this resolution and incorporated herein by reference; and

WHEREAS, the Board has discussed that transitioning to a K-12 central campus at Boiceville and closing Woodstock Elementary School would provide opportunities to: improve educational programming, instructional experiences and educational outcomes for students; limit transitions between school buildings; maximize staff efficiency and effectiveness, and allow greater alignment of resources and practices; minimize the length of bus rides for the majority of students as well as the number of bus routes for the District; promote equity of services; and enhance student safety, access to afterschool programming and enriched vocal and instrumental experiences; and

WHEREAS, the Board has also discussed that the New York State Governor and Legislature have expressed an intent to revise the Foundation Aid Formula (a position subsequently endorsed by a year-long study of Foundation Aid by the Rockefeller Institute), and the State calculates that the District is currently overfunded by $7.3 million per annum, an amount that, if lost, would force the Board to take drastic and reactionary steps to address the funding shortfall without the benefit of strategic and thoughtful long-term planning:

NOW THEREFORE, BE IT RESOLVED, that the Board of Education of the Onteora Central School District hereby determines that Woodstock Elementary School will close at the conclusion of the 2027-2028 school year; and

BE IT FURTHER RESOLVED, that the Board hereby reconfigures grade levels in the District effective September 2028, as follows:

A. If Proposition 1 of the planned December 2025 bond vote is approved, then Bennett Elementary School will serve Grades K through 5, Onteora Middle School will serve Grades 6 through 8, and Onteora High School will serve Grades 9 through 12;

B. If Proposition 1 of the planned December 2025 bond vote is rejected, then Bennett Elementary School will serve Grades K through 4, Onteora Middle School will serve Grades 5 through 8, and Onteora High School will serve Grades 9 through 12; and

BE IT FURTHER RESOLVED, that the Superintendent of Schools is directed to take such steps and make such filings with the New York State Education Department as are necessary to effectuate the purposes of this Resolution.

Dated: October 21, 2025

Exhibit A

The Board has been engaged in extensive long-term planning regarding a transition to a central campus as part of its effort to address ongoing challenges including declining enrollment, the declining pool of instructional and non-instructional applicants, aging facilities, and the budget. Such planning has included:

- On May 2, 2023, voting to reconfigure the elementary school buildings and grade levels for the start of the 2024-2025 school year, by: (1) closing Phoenicia Elementary School at the conclusion of the 2023-2024 school year; (2) reconfiguring Woodstock Elementary School and Bennett Elementary School to each encompass grades K-5; and (3) committing to working toward a unified central campus by 2028;

- The May 2, 2023 decisions were made after significant study, deliberation and community input, which included: obtaining a consultant to conduct a thorough School Building Utilization and Grade Configuration Study; discussion at several Board of Education meetings; holding three World Café events to engage in conversation with the community on long-term planning; issuing a Community Survey and holding a Community Forum; and, presentations at several Board meetings and posting links on the District's website to long-term planning information;

- Following the May 2023 decisions, the District and the Board took additional steps to further study, deliberate, and engage with the community regarding the transition to a central campus, including:

    - In March of 2024, retaining the services of facilitator Sharon Lipovsky to arrange community discussions related to the central campus;
    - Sharing sessions held on May 13, 2024 and May 14, 2024, and community visioning sessions held on June 11, 2024 and June 13, 2024, to discuss "wishes and worries" about the move to a central campus and to imagine what the campus could look like;
    - Visioning sessions with key stakeholders, specifically Faculty and Staff and Middle School and High School Students, held throughout November and December of 2024;
    - Reviewing the Building Conditions Survey and space utilization analysis of existing buildings;
    - Reviewing early drafts of new designs being created by District's design team of architects and engineers based on visioning, space utilization assessment and building conditions survey;
    - The review of conceptual designs by Principals, Central Administrators, Architects, Construction Managers and Community Guide;
    - Holding three Community Forum sessions, on December 3, 2024 (First Draft Review and Prioritization Exercise), January 15, 2025 (Second Draft Review and Community Discussion), and February 25, 2025 (Proposed Campus Design and Community Q&A);
    - Presentations by District administrators to the Board regarding a central campus and related costs and capital improvements, delivered on February 18, 2025, March 4, 2025, and March 18, 2025;

- Discussing the transition to a central campus at multiple Board meetings, including those held on September 30, 2025, October 7, 2025 and October 14, 2025; and
- Providing detailed information on the District's website regarding the proposed transition to a central campus, including answers to Frequently Asked Questions (FAQs), slideshow presentations, and summaries from visioning sessions and community forums.

ULSTER BOCES CAREER ACADEMIES AT iPARK 87
Joseph Salamone
Director, Ulster BOCES Career Pathways Programs

300 Enterprise Drive • Kingston, NY 12401
Telephone: 845-331-6680
Email: jsalamone@ulsterboces.org
www.ulsterboces.org

Ulster BOCES Model UN Information for Onteora HS

Young Professionals Attending

[redacted]

Itinerary:
11/20-11/23/25

Departure: November 20, 2025, Ulster BOCES, 8am

Return: November 23, 2025, Ulster BOCES, 7pm

Hotel:
Sheraton Parsippany, 199 Smith Rd. Parsippany NJ 07054

Cost to Young Professionals:
$0

Agenda: Princeton Model UN Information

MEMORANDUM OF AGREEMENT

#102125

ONTEORA CENTRAL SCHOOL DISTRICT AND THE

ONTEORA TEACHER'S ASSOCIATION

It is hereby agreed by and between the Onteora Central School District and the Onteora Teachers' Association to amend the following Schedule H stipend position for the 2025-2026 school year:

Robotics - MS will be renamed Chess Club- MS - $1,350

Accepted and Agreed

For the Association:		For the Association	
_____	_____	_____	_____
Scott Via OTA President	Date	Victoria McLaren Superintendent	Date

The following is a brief outline concerning the formation and subsequent activity of an Onteora School District (District) student trap team.

The Wittenberg Sportsmen's Club (WSC) is requesting affiliation and endorsement by the Onteora School District in developing and supporting a district high school trap shooting league team.

The WSC is committed to the safety and protection of all participating athletes, as well as the coaches and team staff members and if approved, our team would become a member of the New York State High School Clay Target League (League).

The mission of the League and WSC is to emphasize the positive influence safe shooting sports can have on athletes and their families. This is accomplished by providing a safe, comfortable, and positive environment focused on safety, sportsmanship, teamwork, and fun.

Onteora School District administrators, school board members and parents of potential participant athletes are strongly encouraged to review the following web site to better familiarize themselves with the purpose, goals, and rules of the program. https://ny.usaclaytarget.com/

Student eligibility in the program

Only students of the Onteora school district ages 12 thru 17 will be considered for a position on the team with significant consideration given to the student's academic, attendance, and educational accomplishments.

Once selected, and prior to any other team related activity, student athletes will be required to successfully complete a League-approved firearm safety training course.

All student participants must supply their own firearm. All firearms used in the program must be inspected by program staff and deemed safe for use prior to any league shooting event. Loaning of shotguns for the program is permitted with prior approval of the team coach and or assistant coaches.

Team coaches and assistants

Team coaches and assistants will be chosen from WSC club members who have shown a resolute interest in the trap shooting program and are committed and eager to pass on their knowledge of the sport to all school athletes.

All coaches and assistants will be required to submit to a NYS division of criminal justice services (NYSDCJS) background check and will also be required to successfully complete the league SAFE Range Certification program.

WSC personnel (coaches and staff) will be on scene whenever an event or practice is occurring. The number of coaches'/support personnel in attendance will be dependent upon the number of student athletes present at the time of the particular event. There will be no fewer than three support persons/assistant coaches in close proximity overseeing five student team members currently engaged in a shooting round.

Insurance

The districts team home field will be the WSC trap field. Liability insurance will be provided by the WSC.

Cost

Ammunition used for practice and competition will be provided by WSC. Clay targets used for practice and competition will be provided by WSC.

All other associated costs related to the team will be generated through fund raising efforts made by staff and team student athletes. The specific fund raising activity will be determined. One expense that may possibly be borne by the district will be the students shooting vest/jacket. This may be considered a "uniform" and therefore property of the district.

Attendance

Program attendance requirements by student athletes will be provided when known. Transportation requirements to practice and competition events will be the students and parent/guardian responsibility.

Expectations of the school district:

The Onteora school trap team will be an independent activity from the school with the only actual requirement of the school district will be the use of the school district name, and use of the school logo.

This means the WSC coaching staff is solely responsible for management, coaching, administration, and monetary management on behalf of the team. All other program governance shall be as specified in the published rules and policies of the League.

Although not mandatory to do so, it would be beneficial to the program and to the school district for the Onteora School District to actively endorse, promote, and support the school trap shooting program.

Attendance at shooting events, when schedules permit, by Onteora school district administrators, school board members, teachers, counselors, and parents is strongly encouraged so as to show support, backing, and to extend inspiration to all team members.

Any additional information required may be provided or obtained by: Robert Bloomer, Don Pecora, Tom Mayone, John Bream.

Personnel Agenda for BOE Meeting 10/21/2025

LEAVE OF ABSENCE: INSTRUCTIONAL

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
4183	09/24/25 – 12/01/25	FMLA – intermittent
3920	10/08/25– 10/28/25	FMLA
3900	09/24/25 – 10/27/25	FMLA

ADMINISTRATIVE LEAVE OF ABSENCE

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
040125	10/22/25 – 11/18/25	Extended leave and reassigned pursuant to Superintendent

TEMPORARY APPOINTMENT: INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	RATE
Garcia-McWhinnie, Elena	Teacher- Foreign Language/High School	10/18/25 – 11/18/25**	MA Step 22

anticipated dates

SUBSTITUTE

NAME	POSITION	RATE
Hallinan, Grace*	Teacher (certified)	$155.00/day
Longyear, Heather*	Teacher (certified)	$155.00/day
White, Elizabeth*	Custodial Worker	$16.00/hour
White, Elizabeth*	Food Service	$16.00/hour

pending pre- employment processing

EXTRA DUTY STIPENDS

NAME	POSITION	AMOUNT
Brown, Philip*	Wrestling-Varsity- Head Coach (girls)	$5,700.00
Hallinan, Grace*	Basketball-JV- Head Coach (girls)	$4,300.00
Samuelsen-Grimm, Karen	TUFS Club Advisor 3	$1,500.00 RESCIND

pending pre-employment processing

RESIGNATION: NON - INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	REMARKS

Clinton, Raymond	Bus Dispatcher	10/24/25	To accept the Director of Transportation position

APPOINTMENT: NON-INSTRUCTIONAL
PROVISIONAL APPOINTMENT

NAME	POSTION/SCHOOL	EFFECTIVE DATE	REMARKS
Clinton, Raymond	Director of Transportation	10/27/25	Salary $82,500.00, replace retirement

The following named NON-INSTRUCTIONAL personnel have served a probationary status and are recommended to a PERMANENT STATUS consistent with the applicable laws and regulations of the State of New York:

NAME	POSITION	PROBATIONARY DATE	PERMANENT DATE
Tieri, Janice	School Nurse	03/03/25 – 11/02/25	11/03/25

ONTEORA CENTRAL SCHOOL DISTRICT

PO Box 300, Boiceville, NY 12412
ph. 845.657.6383x1032 • fax 845.657.8742
www.onteora.k12.ny.us

BUSINESS OFFICE
DEBRA D'APRILE
District Treasurer
ddaprile@onteora.k12.ny.us

Memo

To: Amanda Gates, District Clerk
From: Monica LaClair
Date: October 17, 2025
Re: Budget Transfer

The Superintendent recommends the transfer of $337,710 based on the payroll purchase order moving funds to actual payroll codes as they differ from where they were budgeted

$ 25.00	A1325.160-00	A 1040.160-00
$ 537.00	A1325.160-00	A 1240.150-00
$ 2,732.50	A1325.160-00	A 1240.160-00
$ 2,438.83	A1325.160-00	A 1310.160-00
$ 2,161.00	A1325.160-00	A 1310.449-10
$ 1,160.55	A1325.160-00	A 1330.449-10
$ 1,400.00	A1325.160-00	A 1345.160-00
$ 19.61	A1325.160-00	A 1345.161-00
$ 9,259.00	A1620.160.00	A 1430.160-00
$ 9,685.00	A1620.160.00	A 1620.166-00
$ 1,137.50	A201016007	A 2010.160-00
$ 1,000.00	A2020.164-02	A 2020.164-01
$ 444.85	A2060.160.00	A 2060.161-00
$ 11,361.29	A2110.120.07B	A 2110.120-03-B
$ 17,561.06	A2110.120.07B	A 2110.120-07-A
$ 32,110.00	A2250.151.03	A 2110.121-07-A

$ 74,047.85	**A2250.150.02**	**A 2110.130-02**
$ 29,247.28	**A2250.151.01**	**A 2110.131-01**
$8,111.91	**A2110.162.03**	**A 2110.162-01**
$10,008.77	**A2110.162.03**	**A 2110.162-02**
$31,573.00	**A2250.151.03**	**A 2250.160-03**
$16,690.00	**A2259.150.03**	**A 2259.150-07**
$1,596.20	**A2610.150.01**	**A 2610.150-02**
$53,654.00	**A2330.150.00**	**A 2610.150-07**
$1,090.84	**A2810.150.02**	**A 2630.160-00**
$325.68	**A2810.150.02**	**A 2630.161-00**
$3,752.70	**A2810.150.02**	**A 2810.150-03**
$1,722.35	**A2810.160.01**	**A 2810.160-02**
$3,098.37	**A2330.150.00**	**A 2810.166-01**
$7,705.60	**A2815.166.01**	**A 2815.162-01**
$390.00	**A2855.166.07**	**A 2815.162-03**
$908.51	**A2815.166.07**	**A 2815.162-07**
$145.00	**A2820.150.01**	**A 2820.150-03**
$608.75	**A5540.406.15**	**A 5540.466-15**

FINANCIAL MANAGEMENT REPORT

Monthly Report
August 2025

Submitted by

Debra D'Aprile
District Treasurer

Monica LaClair
Assistant Superintendent for Business

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ONTEORA CSD

Appropriation Status Detail Report By ST3 Format From 7/1/2025 To 8/31/2025

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A1010.4	Contractual And Other		17,000.00	1,149.36	18,149.36	1,819.21	7,887.00	8,443.15
A1010.45	Materials And Supplies		650.00	740.64	1,390.64	202.86	552.00	635.78
1010	**BOARD OF EDUCATION**	*	**17,650.00**	**1,890.00**	**19,540.00**	**2,022.07**	**8,439.00**	**9,078.93**
A1040.16	Noninstructional Salaries		18,000.00	0.00	18,000.00	2,773.08	0.00	15,226.92
1040	**DISTRICT CLERK**	*	**18,000.00**	**0.00**	**18,000.00**	**2,773.08**	**0.00**	**15,226.92**
A1060.4	Contractual And Other		21,000.00	0.00	21,000.00	900.00	0.00	20,100.00
A1060.45	Materials And Supplies		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
1060	**DISTRICT MEETING**	*	**22,000.00**	**0.00**	**22,000.00**	**900.00**	**0.00**	**21,100.00**
10		**	**57,650.00**	**1,890.00**	**59,540.00**	**5,695.15**	**8,439.00**	**45,405.85**
A1240.15	Instructional Salaries		205,755.00	0.00	205,755.00	31,737.24	0.00	174,017.76
A1240.16	Noninstructional Salaries		43,352.00	0.00	43,352.00	6,725.60	0.00	36,626.40
A1240.4	Contractual and Other		12,456.00	422.00	12,878.00	1,080.00	4,922.00	6,876.00
A1240.45	Materials and Supplies		2,900.00	0.00	2,900.00	0.00	0.00	2,900.00
1240	**CHIEF SCHOOL ADMINISTRATOR**	*	**264,463.00**	**422.00**	**264,885.00**	**39,542.84**	**4,922.00**	**220,420.16**
12		**	**264,463.00**	**422.00**	**264,885.00**	**39,542.84**	**4,922.00**	**220,420.16**
A1310.15	Instructional Salaries		183,750.00	0.00	183,750.00	28,269.24	0.00	155,480.76
A1310.16	Noninstructional Salaries		53,313.00	0.00	53,313.00	8,187.91	0.00	45,125.09
A1310.4	Contractual and Other		25,500.00	8,338.00	33,838.00	15,112.35	12,394.25	6,331.40
A1310.45	Materials and Supplies		7,750.00	-226.67	7,523.33	2,940.22	0.00	4,583.11
A1310.49	BOCES Services		72,000.00	0.00	72,000.00	0.00	0.00	72,000.00
1310	**BUSINESS ADMINISTRATION**	*	**342,313.00**	**8,111.33**	**350,424.33**	**54,509.72**	**12,394.25**	**283,520.36**
A1320.16	Noninstructional Salaries		7,000.00	0.00	7,000.00	1,030.00	0.00	5,970.00
A1320.4	Contractual and Other		33,500.00	0.00	33,500.00	3,972.40	20,000.00	9,527.60
1320	**AUDITING**	*	**40,500.00**	**0.00**	**40,500.00**	**5,002.40**	**20,000.00**	**15,497.60**
A1325.16	Noninstructional Salaries		114,252.00	0.00	114,252.00	15,788.64	0.00	98,463.36
A1325.4	Contractual and Other		475.00	150.00	625.00	475.00	0.00	150.00
1325	**TREASURER**	*	**114,727.00**	**150.00**	**114,877.00**	**16,263.64**	**0.00**	**98,613.36**
A1330.16	Noninstructional Salaries		18,188.00	0.00	18,188.00	2,615.37	0.00	15,572.63
A1330.4	Contractual and Other		10,150.00	0.00	10,150.00	6,042.52	0.00	4,107.48
A1330.45	Materials and Supplies		7,500.00	0.00	7,500.00	4,174.36	0.00	3,325.64
1330	**TAX COLLECTOR**	*	**35,838.00**	**0.00**	**35,838.00**	**12,832.25**	**0.00**	**23,005.75**
A1345.16	Noninstructional Salaries		53,000.00	0.00	53,000.00	8,388.85	0.00	44,611.15
A1345.49	BOCES Services		2,798.00	0.00	2,798.00	0.00	0.00	2,798.00

ONTEORA CSD

Appropriation Status Detail Report By ST3 Format From 7/1/2025 To 8/31/2025

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
1345	**PURCHASING**	*	**55,798.00**	**0.00**	**55,798.00**	**8,388.85**	**0.00**	**47,409.15**
13		**	**589,176.00**	**8,261.33**	**597,437.33**	**96,996.86**	**32,394.25**	**468,046.22**
A1420.4	Contractual and Other		150,000.00	-7,500.00	142,500.00	6,745.83	135,754.17	0.00
1420	**LEGAL**	*	**150,000.00**	**-7,500.00**	**142,500.00**	**6,745.83**	**135,754.17**	**0.00**
A1430.16	Noninstructional Salaries		142,876.00	0.00	142,876.00	22,790.00	0.00	120,086.00
A1430.4	Contractual and Other		8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
A1430.49	BOCES Services		33,626.00	0.00	33,626.00	0.00	0.00	33,626.00
1430	**PERSONNEL**	*	**184,502.00**	**0.00**	**184,502.00**	**22,790.00**	**0.00**	**161,712.00**
A1460.4	Contractual and Other		3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A1460.49	BOCES Services		1,915.00	0.00	1,915.00	0.00	0.00	1,915.00
1460	**RECORDS MANAGEMENT OFFICER**	*	**4,915.00**	**0.00**	**4,915.00**	**0.00**	**0.00**	**4,915.00**
A1480.4	Contractual and Other		15,015.00	0.00	15,015.00	0.00	13,138.00	1,877.00
A1480.49	BOCES Services		113,512.00	0.00	113,512.00	0.00	0.00	113,512.00
1480	**PUBLIC INFORMATION & SERVICES**	*	**128,527.00**	**0.00**	**128,527.00**	**0.00**	**13,138.00**	**115,389.00**
14		**	**467,944.00**	**-7,500.00**	**460,444.00**	**29,535.83**	**148,892.17**	**282,016.00**
A1620.16	Noninstructional Salaries		1,254,992.00	0.00	1,254,992.00	219,185.35	0.00	1,035,806.65
A1620.2	Equipment		40,000.00	0.00	40,000.00	17,157.68	0.00	22,842.32
A1620.4	Contractual and Other		899,250.00	-4,747.00	894,503.00	34,088.29	774,103.33	86,311.38
A1620.45	Materials and Supplies		102,000.00	5,281.22	107,281.22	22,397.47	17,703.15	67,180.60
1620	**OPERATION OF PLANT**	*	**2,296,242.00**	**534.22**	**2,296,776.22**	**292,828.79**	**791,806.48**	**1,212,140.95**
A1621.16	Noninstructional Salaries		410,005.00	0.00	410,005.00	44,326.18	0.00	365,678.82
A1621.2	Equipment		30,000.00	90,412.16	120,412.16	0.00	90,412.16	30,000.00
A1621.4	Contractual and Other		304,750.00	143,566.25	448,316.25	75,872.69	241,009.57	131,433.99
A1621.45	Materials and Supplies		186,500.00	9,742.00	196,242.00	23,051.30	76,403.91	96,786.79
A1621.49	BOCES Services		35,221.00	0.00	35,221.00	0.00	0.00	35,221.00
1621	**MAINTENANCE OF PLANT**	*	**966,476.00**	**243,720.41**	**1,210,196.41**	**143,250.17**	**407,825.64**	**659,120.60**
A1660.16	Noninstructional Salaries		66,594.00	0.00	66,594.00	9,244.92	0.00	57,349.08
A1660.4	Contractual and Other		100.00	0.00	100.00	0.00	0.00	100.00
A1660.45	Materials and Supplies		150,000.00	0.00	150,000.00	4,935.73	20,333.50	124,730.77
1660	**CENTRAL STOREROOM**	*	**216,694.00**	**0.00**	**216,694.00**	**14,180.65**	**20,333.50**	**182,179.85**
A1670.4	Contractual and Other		62,000.00	0.00	62,000.00	1,815.13	11,290.83	48,894.04
A1670.45	Materials and Supplies		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
1670	**CENTRAL PRINTING & MAILING**	*	**63,000.00**	**0.00**	**63,000.00**	**1,815.13**	**11,290.83**	**49,894.04**

ONTEORA CSD

Appropriation Status Detail Report By ST3 Format From 7/1/2025 To 8/31/2025

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
16		**	**3,542,412.00**	**244,254.63**	**3,786,666.63**	**452,074.74**	**1,231,256.45**	**2,103,335.44**
A1910.4	Unallocated Insurance		247,500.00	38,192.00	285,692.00	268,202.00	17,490.00	0.00
1910	**UNALLOCATED INSURANCE**	*	**247,500.00**	**38,192.00**	**285,692.00**	**268,202.00**	**17,490.00**	**0.00**
A1920.4	School Association Dues		20,000.00	0.00	20,000.00	2,482.00	0.00	17,518.00
1920	**SCHOOL ASSOCIATION DUES**	*	**20,000.00**	**0.00**	**20,000.00**	**2,482.00**	**0.00**	**17,518.00**
A1930.4	Judgment and Claims (NOTE: Include Tax Certiorari)		47,500.00	0.00	47,500.00	0.00	0.00	47,500.00
1930	**JUDGMENTS & CLAIMS**	*	**47,500.00**	**0.00**	**47,500.00**	**0.00**	**0.00**	**47,500.00**
A1964.4	Refund on Real Property Taxes (NOTE: Do NOT include Tax Certiorari)		15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
1964	**REFUND ON REAL PROPERTY TAXES**	*	**15,000.00**	**0.00**	**15,000.00**	**0.00**	**0.00**	**15,000.00**
A1981.49	BOCES Administrative Costs		594,479.00	0.00	594,479.00	0.00	0.00	594,479.00
1981	**BOCES ADMINISTRATIVE COSTS**	*	**594,479.00**	**0.00**	**594,479.00**	**0.00**	**0.00**	**594,479.00**
19		**	**924,479.00**	**38,192.00**	**962,671.00**	**270,684.00**	**17,490.00**	**674,497.00**
1		***	**5,846,124.00**	**285,519.96**	**6,131,643.96**	**894,529.42**	**1,443,393.87**	**3,793,720.67**
A2010.15	Instructional Salaries		166,832.00	0.00	166,832.00	25,666.48	0.00	141,165.52
A2010.16	Noninstructional Salaries		107,562.00	0.00	107,562.00	16,538.40	0.00	91,023.60
A2010.2	Equipment		35,000.00	0.00	35,000.00	31,220.00	0.00	3,780.00
A2010.4	Contractual and Other		82,700.00	1,762.00	84,462.00	88,507.75	2,291.90	-6,337.65
A2010.45	Materials and Supplies		9,025.00	0.00	9,025.00	0.00	1,105.94	7,919.06
2010	**CURRICULUM DEVEL & SUPERVISION**	*	**401,119.00**	**1,762.00**	**402,881.00**	**161,932.63**	**3,397.84**	**237,550.53**
A2020.15	Instructional Salaries		800,849.00	0.00	800,849.00	113,806.55	0.00	687,042.45
A2020.16	Noninstructional Salaries		512,129.00	0.00	512,129.00	51,629.36	0.00	460,499.64
A2020.4	Contractual and Other		7,985.00	0.00	7,985.00	0.00	0.00	7,985.00
A2020.45	Materials and Supplies		16,000.00	0.00	16,000.00	852.18	0.00	15,147.82
2020	**SUPERVISION-REGULAR SCHOOL**	*	**1,336,963.00**	**0.00**	**1,336,963.00**	**166,288.09**	**0.00**	**1,170,674.91**
A2040.45	Materials and Supplies		19,200.00	0.00	19,200.00	31.90	3,992.70	15,175.40
2040	**SUPERVISION-SPECIAL SCHOOLS**	*	**19,200.00**	**0.00**	**19,200.00**	**31.90**	**3,992.70**	**15,175.40**
A2060.15	Instructional Salaries		279,707.00	0.00	279,707.00	36,346.30	0.00	243,360.70
A2060.16	Noninstructional Salaries		240,270.00	0.00	240,270.00	33,209.22	0.00	207,060.78
A2060.4	Contractual and Other		23,300.00	0.00	23,300.00	0.00	0.00	23,300.00
A2060.45	Materials and Supplies		70,000.00	226.67	70,226.67	68,828.17	1,359.75	38.75
2060	**RESEARCH, PLANNING & EVALUAT**	*	**613,277.00**	**226.67**	**613,503.67**	**138,383.69**	**1,359.75**	**473,760.23**
A2070.4	Contractual and Other		2,750.00	0.00	2,750.00	0.00	0.00	2,750.00

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A2070.49	BOCES Services		139,000.00	0.00	139,000.00	0.00	0.00	139,000.00
2070	**INSERVICE TRAINING-INSTRUCTION**	*	**141,750.00**	**0.00**	**141,750.00**	**0.00**	**0.00**	**141,750.00**
20		**	**2,512,309.00**	**1,988.67**	**2,514,297.67**	**466,636.31**	**8,750.29**	**2,038,911.07**
A2110.12a	Teacher Salaries, Full Day Kindergarten – 3		1,992,844.00	0.00	1,992,844.00	0.00	0.00	1,992,844.00
A2110.12b	Teacher Salaries, 4 - 6		3,527,773.00	0.00	3,527,773.00	0.00	0.00	3,527,773.00
A2110.13	Teacher Salaries, 7 - 12		5,522,453.00	0.00	5,522,453.00	0.00	0.00	5,522,453.00
A2110.14	Substitute Teacher Salaries		310,778.00	0.00	310,778.00	0.00	0.00	310,778.00
A2110.16	Noninstructional Salaries		287,200.00	0.00	287,200.00	0.00	0.00	287,200.00
A2110.2	Equipment		10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
A2110.4	Contractual and Other		356,775.00	2,701.53	359,476.53	4,640.24	16,226.79	338,609.50
A2110.45	Materials and Supplies		247,833.00	9,265.95	257,098.95	41,931.94	95,567.47	119,599.54
A2110.48	Textbooks		160,295.00	-5,585.72	154,709.28	9,639.88	29,577.22	115,492.18
A2110.49a	BOCES Services - LEP		1,155,827.00	0.00	1,155,827.00	0.00	0.00	1,155,827.00
2110	**TEACHING-REGULAR SCHOOL**	*	**13,571,778.00**	**6,381.76**	**13,578,159.76**	**56,212.06**	**141,371.48**	**13,380,576.22**
21		**	**13,571,778.00**	**6,381.76**	**13,578,159.76**	**56,212.06**	**141,371.48**	**13,380,576.22**
A2250.15	Instructional Salaries		4,104,654.00	0.00	4,104,654.00	585.00	0.00	4,104,069.00
A2250.16	Noninstructional Salaries		88,915.00	0.00	88,915.00	0.00	0.00	88,915.00
A2250.45	Materials and Supplies		42,500.00	0.00	42,500.00	1,434.53	5,359.61	35,705.86
A2250.471	Tuition Paid to Public Districts in NYS (excluding Special Act Districts)		280,000.00	75,975.00	355,975.00	0.00	134,186.00	221,789.00
A2250.472	Tuition - All Other (Specify)		1,057,000.00	73,473.33	1,130,473.33	33,091.41	714,285.92	383,096.00
A2250.49	BOCES Services		1,508,886.00	0.00	1,508,886.00	0.00	0.00	1,508,886.00
2250	**PROGRAMS-STUDENTS W/ DISABIL**	*	**7,081,955.00**	**149,448.33**	**7,231,403.33**	**35,110.94**	**853,831.53**	**6,342,460.86**
A2259.15	Instructional Salaries		414,922.00	0.00	414,922.00	0.00	0.00	414,922.00
2259		*	**414,922.00**	**0.00**	**414,922.00**	**0.00**	**0.00**	**414,922.00**
A2280.15	Instructional Salaries		184,850.00	0.00	184,850.00	0.00	0.00	184,850.00
A2280.4	Contractual and Other		16,100.00	0.00	16,100.00	0.00	0.00	16,100.00
A2280.45	Materials and Supplies		2,390.00	0.00	2,390.00	316.45	317.32	1,756.23
A2280.48	Textbooks		600.00	0.00	600.00	341.25	0.00	258.75
A2280.49	BOCES Services		886,745.00	0.00	886,745.00	0.00	0.00	886,745.00
2280	**OCCUPATIONAL EDUCATION**	*	**1,090,685.00**	**0.00**	**1,090,685.00**	**657.70**	**317.32**	**1,089,709.98**
22		**	**8,587,562.00**	**149,448.33**	**8,737,010.33**	**35,768.64**	**854,148.85**	**7,847,092.84**
A2330.15	Instructional Salaries		110,000.00	0.00	110,000.00	40,300.20	0.00	69,699.80
A2330.16	Noninstructional Salaries		20,000.00	-2,375.00	17,625.00	3,199.91	0.00	14,425.09

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A2330.45	Materials and Supplies		0.00	2,375.00	2,375.00	1,711.28	0.00	663.72
2330	**TEACHING-SPECIAL SCHOOLS**	*	**130,000.00**	**0.00**	**130,000.00**	**45,211.39**	**0.00**	**84,788.61**
23		**	**130,000.00**	**0.00**	**130,000.00**	**45,211.39**	**0.00**	**84,788.61**
A2610.15	Instructional Salaries		300,871.00	0.00	300,871.00	0.00	0.00	300,871.00
A2610.2	Equipment		40,000.00	-2,290.10	37,709.90	0.00	0.00	37,709.90
A2610.4	Contractual and Other		1,520.00	0.00	1,520.00	0.00	0.00	1,520.00
A2610.45	Materials and Supplies		18,350.00	0.00	18,350.00	367.97	908.38	17,073.65
A2610.46	School Library A/V Loan Program (Note: Do not include Smart Schools Bond Act (SSBA)		23,575.00	0.00	23,575.00	1,349.84	3,032.50	19,192.66
A2610.49	BOCES Services		35,647.00	0.00	35,647.00	0.00	0.00	35,647.00
2610	**SCHOOL LIBRARY & AUDIOVISUAL**	*	**419,963.00**	**-2,290.10**	**417,672.90**	**1,717.81**	**3,940.88**	**412,014.21**
A2630.16	Noninstructional Salaries		270,227.00	0.00	270,227.00	44,984.28	0.00	225,242.72
A2630.45	Materials and Supplies		39,800.00	0.00	39,800.00	4,245.70	7,635.93	27,918.37
A2630.46	State-Aided Computer Software		118,700.00	0.00	118,700.00	28,791.85	13,299.25	76,608.90
A2630.4c	Contractual and Other (Not State Aided Lease or Repair)		6,000.00	0.00	6,000.00	0.00	5,853.11	146.89
2630	**COMPUTER ASSISTED INSTRUCTION**	*	**434,727.00**	**0.00**	**434,727.00**	**78,021.83**	**26,788.29**	**329,916.88**
26		**	**854,690.00**	**-2,290.10**	**852,399.90**	**79,739.64**	**30,729.17**	**741,931.09**
A2810.15	Instructional Salaries		667,554.00	0.00	667,554.00	22,571.54	0.00	644,982.46
A2810.16	Noninstructional Salaries		44,640.00	0.00	44,640.00	2,123.45	0.00	42,516.55
A2810.4	Contractual and Other		3,485.00	0.00	3,485.00	0.00	0.00	3,485.00
A2810.45	Materials and Supplies		6,175.00	0.00	6,175.00	99.99	0.00	6,075.01
2810	**GUIDANCE-REGULAR SCHOOL**	*	**721,854.00**	**0.00**	**721,854.00**	**24,794.98**	**0.00**	**697,059.02**
A2815.16	Noninstructional Salaries		357,795.00	0.00	357,795.00	11,793.63	0.00	346,001.37
A2815.4	Contractual and Other		186,100.00	-2,670.00	183,430.00	4,660.75	51,268.25	127,501.00
A2815.45	Materials and Supplies		9,625.00	0.00	9,625.00	0.00	0.00	9,625.00
2815	**HEALTH SERVICES-REGULAR SCHOOL**	*	**553,520.00**	**-2,670.00**	**550,850.00**	**16,454.38**	**51,268.25**	**483,127.37**
A2820.15	Instructional Salaries		491,069.00	0.00	491,069.00	2,193.75	0.00	488,875.25
A2820.45	Materials and Supplies		8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
2820	**PSYCHOLOGICAL SRVC-REG SCHOOL**	*	**499,069.00**	**0.00**	**499,069.00**	**2,193.75**	**0.00**	**496,875.25**
A2825.15	Instructional Salaries		511,583.00	0.00	511,583.00	0.00	0.00	511,583.00
A2825.4	Contractual and Other		40,000.00	2,670.00	42,670.00	0.00	42,670.00	0.00
A2825.45	Materials and Supplies		2,750.00	0.00	2,750.00	0.00	0.00	2,750.00
2825	**SOCIAL WORK SRVC-REG SCHOOL**	*	**554,333.00**	**2,670.00**	**557,003.00**	**0.00**	**42,670.00**	**514,333.00**

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A2830.15	Instructional Salaries		183,810.00	0.00	183,810.00	14,515.91	0.00	169,294.09
A2830.4	Contractual and Other		6,000.00	0.00	6,000.00	179.00	0.00	5,821.00
A2830.45	Materials and Supplies		2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2830	**PUPIL PERSONNEL SRVC-SPEC SCHL**	*	**191,810.00**	**0.00**	**191,810.00**	**14,694.91**	**0.00**	**177,115.09**
A2850.4	Contractual and Other		1,700.00	0.00	1,700.00	0.00	0.00	1,700.00
2850	**CO-CURRICULAR ACTIV-REG SCHL**	*	**1,700.00**	**0.00**	**1,700.00**	**0.00**	**0.00**	**1,700.00**
A2855.15	Instructional Salaries		394,250.00	0.00	394,250.00	31,741.42	0.00	362,508.58
A2855.16	Noninstructional Salaries		149,586.00	0.00	149,586.00	12,017.35	0.00	137,568.65
A2855.4	Contractual and Other		120,550.00	0.00	120,550.00	9,195.60	76,729.00	34,625.40
A2855.45	Materials and Supplies		55,200.00	0.00	55,200.00	14,965.90	24,004.74	16,229.36
A2855.49	BOCES Services		89,486.00	0.00	89,486.00	0.00	0.00	89,486.00
2855	**INTERSCHOL ATHLETICS-REG SCHL**	*	**809,072.00**	**0.00**	**809,072.00**	**67,920.27**	**100,733.74**	**640,417.99**
28		**	**3,331,358.00**	**0.00**	**3,331,358.00**	**126,058.29**	**194,671.99**	**3,010,627.72**
2		***	**28,987,697.00**	**155,528.66**	**29,143,225.66**	**809,626.33**	**1,229,671.78**	**27,103,927.55**
A5510.16a	Noninstructional Salaries (Excl Trans Supv Office)		740,321.00	0.00	740,321.00	41,937.15	0.00	698,383.85
A5510.16b	Noninstructional Salaries (Trans Supervisor Office)		231,215.00	0.00	231,215.00	35,056.60	0.00	196,158.40
A5510.21	Purchase of Non Zero-Emission Buses		105,023.00	2,290.10	107,313.10	107,313.10	0.00	0.00
A5510.4	Contractual and Other		99,550.00	0.00	99,550.00	34,019.00	28,249.00	37,282.00
A5510.45	Materials and Supplies		152,000.00	0.00	152,000.00	9,403.19	111,960.03	30,636.78
A5510.49a	BOCES Bus Driver Training Services		2,190.00	0.00	2,190.00	0.00	0.00	2,190.00
5510	**DISTRICT TRANSPORT-MEDICAID**	*	**1,330,299.00**	**2,290.10**	**1,332,589.10**	**227,729.04**	**140,209.03**	**964,651.03**
A5530.4	Contractual and Other		7,500.00	0.00	7,500.00	7,500.00	0.00	0.00
5530	**GARAGE BUILDING**	*	**7,500.00**	**0.00**	**7,500.00**	**7,500.00**	**0.00**	**0.00**
A5540.4	Contract Transportation		4,756,170.00	0.00	4,756,170.00	0.00	4,756,170.00	0.00
5540	**CONTRACT TRANSPORT-MEDICAID**	*	**4,756,170.00**	**0.00**	**4,756,170.00**	**0.00**	**4,756,170.00**	**0.00**
55		**	**6,093,969.00**	**2,290.10**	**6,096,259.10**	**235,229.04**	**4,896,379.03**	**964,651.03**
5		***	**6,093,969.00**	**2,290.10**	**6,096,259.10**	**235,229.04**	**4,896,379.03**	**964,651.03**
A8060.4	Contractual and Other		20,000.00	0.00	20,000.00	0.00	20,000.00	0.00
8060	**CIVIC ACTIVITIES**	*	**20,000.00**	**0.00**	**20,000.00**	**0.00**	**20,000.00**	**0.00**
80		**	**20,000.00**	**0.00**	**20,000.00**	**0.00**	**20,000.00**	**0.00**
8		***	**20,000.00**	**0.00**	**20,000.00**	**0.00**	**20,000.00**	**0.00**
A9010.8	State Retirement		992,800.00	0.00	992,800.00	-1,671.14	860,981.00	133,490.14

ONTEORA CSD

Appropriation Status Detail Report By ST3 Format From 7/1/2025 To 8/31/2025

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
9010	**STATE RETIREMENT**	*	**992,800.00**	**0.00**	**992,800.00**	**-1,671.14**	**860,981.00**	**133,490.14**
A9020.8	Teachers' Retirement		2,272,208.00	0.00	2,272,208.00	-3,041.94	0.00	2,275,249.94
9020	**TEACHERS' RETIREMENT**	*	**2,272,208.00**	**0.00**	**2,272,208.00**	**-3,041.94**	**0.00**	**2,275,249.94**
A9030.8	Social Security		2,110,000.00	0.00	2,110,000.00	77,279.38	0.00	2,032,720.62
9030	**SOCIAL SECURITY**	*	**2,110,000.00**	**0.00**	**2,110,000.00**	**77,279.38**	**0.00**	**2,032,720.62**
A9040.8	Workers' Compensation		435,500.00	-38,192.00	397,308.00	0.00	0.00	397,308.00
9040	**WORKERS' COMPENSATION**	*	**435,500.00**	**-38,192.00**	**397,308.00**	**0.00**	**0.00**	**397,308.00**
A9055.8	Disability Insurance		7,000.00	0.00	7,000.00	1,129.98	0.00	5,870.02
9055	**DISABILITY INSURANCE**	*	**7,000.00**	**0.00**	**7,000.00**	**1,129.98**	**0.00**	**5,870.02**
A9060.8	Hospital, Medical, and Dental Insurance		14,711,760.00	0.00	14,711,760.00	2,149,769.02	9,303,466.70	3,258,524.28
9060	**HOSPITAL, MEDICAL & DENTAL INS**	*	**14,711,760.00**	**0.00**	**14,711,760.00**	**2,149,769.02**	**9,303,466.70**	**3,258,524.28**
A9070.8	Union Welfare Benefits		538,000.00	0.00	538,000.00	0.00	0.00	538,000.00
9070	**UNION WELFARE BENEFITS**	*	**538,000.00**	**0.00**	**538,000.00**	**0.00**	**0.00**	**538,000.00**
A9089.8	Other Employee Benefits (Specify)		345,000.00	0.00	345,000.00	0.00	0.00	345,000.00
9089	**OTHER**	*	**345,000.00**	**0.00**	**345,000.00**	**0.00**	**0.00**	**345,000.00**
90		**	**21,412,268.00**	**-38,192.00**	**21,374,076.00**	**2,223,465.30**	**10,164,447.70**	**8,986,163.00**
A9785.6b	Installment Purchase Debt - Other (Specify)		52,254.00	0.00	52,254.00	2,042.09	11,124.36	39,087.55
A9785.7b	Installment Purchase Debt - Other (Specify)		11,348.00	0.00	11,348.00	1,058.21	4,377.14	5,912.65
9785		*	**63,602.00**	**0.00**	**63,602.00**	**3,100.30**	**15,501.50**	**45,000.20**
97		**	**63,602.00**	**0.00**	**63,602.00**	**3,100.30**	**15,501.50**	**45,000.20**
A9901.93	Transfer to School Food Service Fund		335,000.00	0.00	335,000.00	0.00	0.00	335,000.00
A9901.95	Transfer to Special Aid Fund		80,000.00	0.00	80,000.00	0.00	0.00	80,000.00
9901	**TRANSFER TO SPECIAL AID**	*	**415,000.00**	**0.00**	**415,000.00**	**0.00**	**0.00**	**415,000.00**
A9950.9	Transfer to Capital Funds for Other Than School		750,000.00	0.00	750,000.00	0.00	0.00	750,000.00
9950	**TRANSFER TO CAPITAL**	*	**750,000.00**	**0.00**	**750,000.00**	**0.00**	**0.00**	**750,000.00**
99		**	**1,165,000.00**	**0.00**	**1,165,000.00**	**0.00**	**0.00**	**1,165,000.00**
9		***	**22,640,870.00**	**-38,192.00**	**22,602,678.00**	**2,226,565.60**	**10,179,949.20**	**10,196,163.20**
	Fund ATotals:		**63,588,660.00**	**405,146.72**	**63,993,806.72**	**4,165,950.39**	**17,769,393.88**	**42,058,462.45**
	Grand Totals:		**63,588,660.00**	**405,146.72**	**63,993,806.72**	**4,165,950.39**	**17,769,393.88**	**42,058,462.45**

ONTEORA CSD

Appropriation Status Detail Report By ST3 Format From 7/1/2025 To 8/31/2025

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
C2860.16	Salaries		485,500.00	0.00	485,500.00	13,817.04	0.00	471,682.96
C2860.4	Other (Specify)_____		12,000.00	0.00	12,000.00	946.80	6,459.94	4,593.26
C2860.41	Net Cost Of Food Used		388,000.00	0.00	388,000.00	0.00	306,700.00	81,300.00
C2860.45	Materials And Supplies		17,500.00	0.00	17,500.00	11.95	11,700.00	5,788.05
2860		*	**903,000.00**	**0.00**	**903,000.00**	**14,775.79**	**324,859.94**	**563,364.27**
28		**	**903,000.00**	**0.00**	**903,000.00**	**14,775.79**	**324,859.94**	**563,364.27**
2		***	**903,000.00**	**0.00**	**903,000.00**	**14,775.79**	**324,859.94**	**563,364.27**
C9010.8	State Retirement		50,000.00	0.00	50,000.00	-214.29	0.00	50,214.29
9010		*	**50,000.00**	**0.00**	**50,000.00**	**-214.29**	**0.00**	**50,214.29**
C9030.8	Social Security		37,000.00	0.00	37,000.00	1,057.01	0.00	35,942.99
9030		*	**37,000.00**	**0.00**	**37,000.00**	**1,057.01**	**0.00**	**35,942.99**
C9060.8	Hospital, Medical And Dental Insurance		178,000.00	0.00	178,000.00	0.00	0.00	178,000.00
9060		*	**178,000.00**	**0.00**	**178,000.00**	**0.00**	**0.00**	**178,000.00**
90		**	**265,000.00**	**0.00**	**265,000.00**	**842.72**	**0.00**	**264,157.28**
9		***	**265,000.00**	**0.00**	**265,000.00**	**842.72**	**0.00**	**264,157.28**
	Fund CTotals:		**1,168,000.00**	**0.00**	**1,168,000.00**	**15,618.51**	**324,859.94**	**827,521.55**
	Grand Totals:		**1,168,000.00**	**0.00**	**1,168,000.00**	**15,618.51**	**324,859.94**	**827,521.55**

ONTEORA CSD

Appropriation Status Detail Report By ST3 Format From 7/1/2025 To 8/31/2025

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
F2110.15	Instructional Salaries		406,333.00	0.00	406,333.00	6,639.67	0.00	399,693.33
F2110.4	Contractual and Other		113,867.00	10,047.26	123,914.26	16,347.26	2,355.47	105,211.53
2110		*	**520,200.00**	**10,047.26**	**530,247.26**	**22,986.93**	**2,355.47**	**504,904.86**
21		**	**520,200.00**	**10,047.26**	**530,247.26**	**22,986.93**	**2,355.47**	**504,904.86**
F2250.15	Instructional Salaries		285,179.00	0.00	285,179.00	23,287.78	0.00	261,891.22
F2250.4	Contractual and Other		105,442.00	0.00	105,442.00	0.00	84,000.00	21,442.00
F2250.45	Materials and Supplies		21,392.00	1,612.50	23,004.50	1,612.50	129.44	21,262.56
2250		*	**412,013.00**	**1,612.50**	**413,625.50**	**24,900.28**	**84,129.44**	**304,595.78**
F2253.4	Contractual and Other		5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
F2253.472	Tuition - all Other (Specify)		150,000.00	0.00	150,000.00	108,488.40	0.00	41,511.60
F2253.49	BOCES Services		55,000.00	0.00	55,000.00	0.00	0.00	55,000.00
2253		*	**210,000.00**	**0.00**	**210,000.00**	**108,488.40**	**0.00**	**101,511.60**
22		**	**622,013.00**	**1,612.50**	**623,625.50**	**133,388.68**	**84,129.44**	**406,107.38**
F2510.4	Contractual and Other		421,500.00	0.00	421,500.00	0.00	0.00	421,500.00
2510		*	**421,500.00**	**0.00**	**421,500.00**	**0.00**	**0.00**	**421,500.00**
25		**	**421,500.00**	**0.00**	**421,500.00**	**0.00**	**0.00**	**421,500.00**
2		***	**1,563,713.00**	**11,659.76**	**1,575,372.76**	**156,375.61**	**86,484.91**	**1,332,512.24**
F5540.4	Contract Transportation		20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
5540		*	**20,000.00**	**0.00**	**20,000.00**	**0.00**	**0.00**	**20,000.00**
55		**	**20,000.00**	**0.00**	**20,000.00**	**0.00**	**0.00**	**20,000.00**
5		***	**20,000.00**	**0.00**	**20,000.00**	**0.00**	**0.00**	**20,000.00**
	Fund FTotals:		**1,583,713.00**	**11,659.76**	**1,595,372.76**	**156,375.61**	**86,484.91**	**1,352,512.24**
	Grand Totals:		**1,583,713.00**	**11,659.76**	**1,595,372.76**	**156,375.61**	**86,484.91**	**1,352,512.24**

ONTEORA CSD

Appropriation Status Detail Report By ST3 Format From 7/1/2025 To 8/31/2025

Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
H1620.293	General Construction		1,855,492.39	4,508,522.72	6,364,015.11	996,449.12	3,645,377.04	1,722,188.95
1620		*	**1,855,492.39**	**4,508,522.72**	**6,364,015.11**	**996,449.12**	**3,645,377.04**	**1,722,188.95**
16		**	**1,855,492.39**	**4,508,522.72**	**6,364,015.11**	**996,449.12**	**3,645,377.04**	**1,722,188.95**
1		***	**1,855,492.39**	**4,508,522.72**	**6,364,015.11**	**996,449.12**	**3,645,377.04**	**1,722,188.95**
H2110.200	Regular Sch-Furniture, Equipment, Textbo		0.00	339,490.91	339,490.91	0.00	339,490.91	0.00
H2110.201	Superintendent Of Constr Or Clerk Of Wor		441,770.15	583,338.76	1,025,108.91	189,022.00	368,958.00	467,128.91
H2110.240	Contractual And Other		57,337.00	215,106.67	272,443.67	21,458.75	155,142.99	95,841.93
2110		*	**499,107.15**	**1,137,936.34**	**1,637,043.49**	**210,480.75**	**863,591.90**	**562,970.84**
21		**	**499,107.15**	**1,137,936.34**	**1,637,043.49**	**210,480.75**	**863,591.90**	**562,970.84**
2		***	**499,107.15**	**1,137,936.34**	**1,637,043.49**	**210,480.75**	**863,591.90**	**562,970.84**
	Fund HTotals:		**2,354,599.54**	**5,646,459.06**	**8,001,058.60**	**1,206,929.87**	**4,508,968.94**	**2,285,159.79**
	Grand Totals:		**2,354,599.54**	**5,646,459.06**	**8,001,058.60**	**1,206,929.87**	**4,508,968.94**	**2,285,159.79**

ONTEORA CSD

Revenue Status Report By Function From 7/1/2025 To 8/31/2025

Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
A 1001	REAL PROPERTY TAXES	49,402,800.00	0.00	49,402,800.00	0.00	49,402,800.00
A 1081	PAYMENTS IN LIEU OF TAXES	21,000.00	0.00	21,000.00	0.00	21,000.00
A 1090	INTEREST & PENALTIES REAL PROPERTY	50,000.00	0.00	50,000.00	0.00	50,000.00
A 2230.0	DAY SCHOOL TUITION - DISTRICTS	50,000.00	0.00	50,000.00	0.00	50,000.00
A 2401	INTEREST & EARNINGS	500,000.00	0.00	500,000.00	232,315.40	267,684.60
A 2650	SALE OF EXCESS SCRAP & MATERIALS	0.00	0.00	0.00	220.50	-220.50
A 2701	REFUND PRIOR YEARS EXPENSE - BOCES	325,000.00	0.00	325,000.00	4,267.40	320,732.60
A 2703	REFUND PRIOR YEARS EXPENSE - OTHER	0.00	0.00	0.00	1,318.00	-1,318.00
A 2705	GIFTS & DONATIONS	0.00	0.00	0.00	200.00	-200.00
A 2770.0	UNCLASSIFIED REVENUE - OTHER	75,000.00	0.00	75,000.00	15,807.19	59,192.81
A 2770.1	UNCLASSIFIED REVENUE - E-RATE	15,000.00	0.00	15,000.00	0.00	15,000.00
A 3101.A	BASIC FORMULA AID	9,598,265.00	0.00	9,598,265.00	0.00	9,598,265.00
A 3101.B	EXCESS COST AID	218,888.00	0.00	218,888.00	0.00	218,888.00
A 3103	BOCES AID	722,261.00	0.00	722,261.00	0.00	722,261.00
A 3260	TEXTBOOK AID	92,038.00	0.00	92,038.00	0.00	92,038.00
A 3289	OTHER STATE AID	0.00	0.00	0.00	29,258.54	-29,258.54
	A Totals:	**61,070,252.00**	**0.00**	**61,070,252.00**	**283,387.03**	**60,786,864.97**
	Grand Totals:	**61,070,252.00**	**0.00**	**61,070,252.00**	**283,387.03**	**60,786,864.97**

ONTEORA CSD

Revenue Status Report By Function From 7/1/2025 To 8/31/2025

Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
C 1440	SALE - TYPE A LUNCH	500.00	0.00	500.00	0.00	500.00
C 1445	SALE - OTHER FOOD	100,000.00	0.00	100,000.00	1,520.30	98,479.70
C 2401	INTEREST & EARNINGS	0.00	0.00	0.00	8.61	-8.61
C 3190	STATE AID - LUNCH PROGRAM	173,500.00	0.00	173,500.00	0.00	173,500.00
C 3191	STATE AID - BREAKFAST PROGRAM	50,000.00	0.00	50,000.00	0.00	50,000.00
C 4190	FEDERAL AID - LUNCH PROGRAM	375,000.00	0.00	375,000.00	0.00	375,000.00
C 4191	FEDERAL AID - BREAKFAST PROGRAM	100,000.00	0.00	100,000.00	0.00	100,000.00
C 4193	FEDERAL AID - SURPLUS FOOD	34,000.00	0.00	34,000.00	0.00	34,000.00
C 5031	INTERFUND TRANSFERS	335,000.00	0.00	335,000.00	0.00	335,000.00
	C Totals:	**1,168,000.00**	**0.00**	**1,168,000.00**	**1,528.91**	**1,166,471.09**
	Grand Totals:	**1,168,000.00**	**0.00**	**1,168,000.00**	**1,528.91**	**1,166,471.09**

ONTEORA CSD

Revenue Status Report By Function From 7/1/2025 To 8/31/2025

Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
F 3289..26.EX.SUPK	STATEWIDE PRE-K EXP 25/26	167,900.00	0.00	167,900.00	0.00	167,900.00
F 3289..26.SU.PK	STATEWIDE PRE-K 25/26	188,000.00	0.00	188,000.00	0.00	188,000.00
F 4126.0.2.6	TITLE I Part A 25-26	422,982.00	0.00	422,982.00	0.00	422,982.00
F 4129.0.2.6	TITLE IV 25-26	37,823.00	0.00	37,823.00	0.00	37,823.00
F 4256.1.2.6	SECTION 611 25-26	393,451.00	0.00	393,451.00	0.00	393,451.00
F 4256.2.2.6	SECTION 619 25-26	14,130.00	0.00	14,130.00	0.00	14,130.00
F 4289.1.2.6	TITLE IIA 25-26	40,251.00	0.00	40,251.00	0.00	40,251.00
F 4289.4.2.6U.PK	UNIVERSAL PRE-K 25/26	70,032.00	0.00	70,032.00	0.00	70,032.00
	F Totals:	**1,334,569.00**	**0.00**	**1,334,569.00**	**0.00**	**1,334,569.00**
	Grand Totals:	**1,334,569.00**	**0.00**	**1,334,569.00**	**0.00**	**1,334,569.00**

ONTEORA CSD

Revenue Status Report By Function From 7/1/2025 To 8/31/2025

Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
H 3297.B	SSBA SMART SCHOOLS BOND ACT	0.23	0.00	0.23	0.00	0.23
H 5031	INTERFUND TRANSFER	1,285,000.00	0.00	1,285,000.00	0.00	1,285,000.00
	H Totals:	**1,285,000.23**	**0.00**	**1,285,000.23**	**0.00**	**1,285,000.23**
	Grand Totals:	**1,285,000.23**	**0.00**	**1,285,000.23**	**0.00**	**1,285,000.23**

ONTEORA CSD

Trial Balance Report From 7/1/2025 - 8/31/2025

Account	Description	Debits	Credits	Balance	
A 200	CASH IN CHECKING	6,178,743.81	5,421,506.70	757,237.11	
A 200.10	PAYROLL CHECKING	1,734.60	0.00	1,734.60	
A 200.11	CASH IN Community Bank Money Market	1,430,835.17	1,429,000.00	1,835.17	
A 200.12	CASH IN Metropolitan Commercial Bank	7,478,235.73	0.00	7,478,235.73	
A 200.13	CASH IN Bank of Greene County - Investment Acct	4,254,058.14	4,084,200.00	169,858.14	
A 200.14	CASH IN Bank of Greene County - HRA/FSA	148,085.40	22,311.37	125,774.03	
A 200.7	CASH IN NYLAF	19,268,127.85	0.00	19,268,127.85	
A 200.9	CASH IN Community Bank Tax Account	332.05	0.00	332.05	
A 380	ACCOUNTS RECEIVABLE	933.64	0.00	933.64	
A 391	DUE FROM OTHER FUNDS	662,030.67	0.00	662,030.67	
A 391C	DUE FROM CAFETERIA	15,404.38	0.00	15,404.38	
A 391F	DUE FROM FEDERAL	36,227.45	0.00	36,227.45	
A 410	DUE FROM STATE GOVERNMENT	728,488.70	366,881.25	361,607.45	
A 510	ESTIMATED REVENUE	61,070,252.00	0.00	61,070,252.00	
A 521	ENCUMBRANCES	20,853,924.32	3,084,530.44	17,769,393.88	
A 522	APPROPRIATION EXPENSE	4,327,232.29	161,281.90	4,165,950.39	
A 599	APPROPRIATED FUND BALANCE	2,923,554.72	0.00	2,923,554.72	
A 600	ACCOUNTS PAYABLE	588,661.69	690,764.43	102,102.74	CR
A 601	ACCRUED LIABILITY	328,301.19	333,311.19	5,010.00	CR
A 630	DUE TO OTHER FUNDS	0.00	3,160,969.38	3,160,969.38	CR
A 632	DUE TO TEACHERS' RETIREMENT	0.00	2,142,623.71	2,142,623.71	CR
A 637	DUE TO EMPLOYEES' RETIREMENT	0.00	224,337.00	224,337.00	CR
A 718	NYS EMPLOYEE RETIREMENT	17,426.28	17,947.75	521.47	CR
A 719	DISABILITY INSURANCE - FIRST UNUM	121.88	0.00	121.88	
A 720.3	ABG AMERICAN BENEFITS GROUP	22,311.37	0.00	22,311.37	
A 815	RESERVE - UNEMPLOYMENT INSURANCE	0.00	748,565.32	748,565.32	CR
A 821	RESERVE - ENCUMBRANCES	3,084,530.44	20,853,924.32	17,769,393.88	CR
A 827	RESERVE - ERS	0.00	3,842,325.27	3,842,325.27	CR
A 828	RESERVE - TRS SUB-FUND	0.00	2,037,786.97	2,037,786.97	CR
A 867	RESERVE - EMPLOYEE BENEFIT ACCRUED	0.00	1,678,104.83	1,678,104.83	CR
A 878.3	RESERVE - CAPITAL 2023	0.00	9,666,625.00	9,666,625.00	CR
A 882	RESERVE - REPAIRS	0.00	33,340.34	33,340.34	CR
A 909	FUND BALANCE UNASSIGNED	0.00	6,623,614.85	6,623,614.85	CR
A 910	APPROPRIATED FUND BALANCE	0.00	2,518,408.00	2,518,408.00	CR
A 960	APPROPRIATIONS	0.00	63,993,806.72	63,993,806.72	CR
A 980	REVENUE	0.00	283,387.03	283,387.03	CR
	A Fund Totals:	**133,419,553.77**	**133,419,553.77**	**0.00**	
	Grand Totals:	**133,419,553.77**	**133,419,553.77**	**0.00**	

ONTEORA CSD

Trial Balance Report From 7/1/2025 - 8/31/2025

Account	Description	Debits	Credits	Balance	
C 200	CASH IN CHECKING	183,259.90	2,394.57	180,865.33	
C 200.1	CAFETERIA COMMUNITY BANK	53,150.70	52,000.00	1,150.70	
C 210	PETTY CASH	419.25	0.00	419.25	
C 391	DUE FROM OTHER FUNDS	356,080.00	0.00	356,080.00	
C 445	MATERIAL & SUPPLY INVENTORY	2,599.40	0.00	2,599.40	
C 446	FOOD INVENTORY	22,438.77	0.00	22,438.77	
C 510	ESTIMATED REVENUE	1,168,000.00	0.00	1,168,000.00	
C 521	ENCUMBRANCES	325,802.92	942.98	324,859.94	
C 522	APPROPRIATION EXPENSE	17,541.57	1,923.06	15,618.51	
C 601	ACCRUED LIABILITY	6,717.48	1,005.40	5,712.08	
C 630	DUE TO OTHER FUNDS	0.00	280,598.26	280,598.26	CR
C 630A	DUE TO GENERAL FUND	0.00	15,404.38	15,404.38	CR
C 631	DUE TO OTHER GOVERNMENTS	0.00	1,451.49	1,451.49	CR
C 720	RESERVE - INVENTORY	0.00	25,038.17	25,038.17	CR
C 821	RESERVE - ENCUMBRANCES	942.98	325,802.92	324,859.94	CR
C 909	FUND BALANCE	0.00	260,862.83	260,862.83	CR
C 960	APPROPRIATIONS	0.00	1,168,000.00	1,168,000.00	CR
C 980	REVENUE	0.00	1,528.91	1,528.91	CR
	C Fund Totals:	**2,136,952.97**	**2,136,952.97**	**0.00**	
	Grand Totals:	**2,136,952.97**	**2,136,952.97**	**0.00**	

ONTEORA CSD

Trial Balance Report From 7/1/2025 - 8/31/2025

Account	Description		Debits	Credits	Balance	
F 200	CASH IN CHECKING		525,840.11	160,617.83	365,222.28	
F 410	DUE FROM STATE GOVERNMENT		792,443.79	145,251.62	647,192.17	
F 510	ESTIMATED REVENUE		2,838,823.00	0.00	2,838,823.00	
F 521	ENCUMBRANCES		109,674.99	11,530.32	98,144.67	
F 522	APPROPRIATION EXPENSE		4,590,800.71	0.00	4,590,800.71	
F 599	APPROPRIATED FUND BALANCE		1,256,546.81	0.00	1,256,546.81	
F 600	ACCOUNTS PAYABLE		40,469.67	46,924.66	6,454.99	CR
F 630A	DUE TO GENERAL FUND		0.00	36,227.45	36,227.45	CR
F 630H	DUE TO CAPITAL FUND		0.00	1,124,227.62	1,124,227.62	CR
F 691	DEFERRED REVENUE		0.00	1,880.00	1,880.00	CR
F 821	RESERVE - ENCUMBRANCES		11,530.32	98,015.23	86,484.91	CR
F 909	FUND BALANCE		0.00	11,659.76	11,659.76	CR
F 960	APPROPRIATIONS		0.00	4,095,369.81	4,095,369.81	CR
F 980	REVENUE		0.00	4,434,425.10	4,434,425.10	CR
		F Fund Totals:	**10,166,129.40**	**10,166,129.40**	**0.00**	
		Grand Totals:	**10,166,129.40**	**10,166,129.40**	**0.00**	

ONTEORA CSD

Trial Balance Report From 7/1/2025 - 8/31/2025

Account	Description	Debits	Credits	Balance	
H 200.2	CASH IN Bank of Greene County Capital Checking	1,651,690.59	1,318,417.90	333,272.69	
H 200.3	CASH IN Bank of Greene County Capital Investment	3,481,388.58	1,500,000.00	1,981,388.58	
H 391	DUE FROM OTHER FUNDS	364,214.08	0.00	364,214.08	
H 391F	DUE FROM FEDERAL	3,625,583.92	0.00	3,625,583.92	
H 410	DUE FROM STATE GOVERNMENT	14,137.40	0.00	14,137.40	
H 510	ESTIMATED REVENUE	1,285,000.23	0.00	1,285,000.23	
H 521	ENCUMBRANCES	5,706,200.06	1,197,231.12	4,508,968.94	
H 522	APPROPRIATION EXPENSE	1,206,929.87	0.00	1,206,929.87	
H 599	APPROPRIATED FUND BALANCE	8,001,058.60	1,285,000.23	6,716,058.37	
H 601	ACCRUED LIABILITY	0.00	167,053.82	167,053.82	CR
H 630	DUE TO OTHER FUNDS	0.00	442,113.41	442,113.41	CR
H 821	RESERVE - ENCUMBRANCES	1,197,231.12	5,706,200.06	4,508,968.94	CR
H 909	FUND BALANCE	0.00	6,916,359.31	6,916,359.31	CR
H 960	APPROPRIATIONS	0.00	8,001,058.60	8,001,058.60	CR
	H Fund Totals:	**26,533,434.45**	**26,533,434.45**	**0.00**	
	Grand Totals:	**26,533,434.45**	**26,533,434.45**	**0.00**	

ONTEORA CSD

Journal Entry Schedule Report On A - 5: JOURNAL ENTRY - AUGUST 2025

Reference #	Date	Type	Description	Approval Status	Approver	Approved Date		
	Vendor ID	PO Number	Liquidated	Account	Detail Description		Debits	Credits
16	08/01/2025	ST	BOGC Investment to Communtiy Bank Multi-Fund	Not Required				
				A 200			1,000,000.00	0.00
				A 200.13			0.00	1,000,000.00
17	08/01/2025	ST	BOGC Investment to BOGC FSA/HRA Account	Not Required				
				A 200.14			84,200.00	0.00
				A 200.13			0.00	84,200.00
21	08/06/2025	ST	Payroll 8/8/2025	Not Required				
				C 522			264.25	0.00
				A 522			22,228.30	0.00
	2129			A 9030.800-10			22,228.30	0.00
				A 200			0.00	22,228.30
	2129			C 9030.800-20			264.25	0.00
				C 200			0.00	264.25
				A 200			22,492.55	0.00
				A 726			0.00	22,492.55
23	08/07/2025	ST	OMNI 403b Retirement Incentives	Not Required				
				A 200			0.00	251,976.48
				A 601	EVANS		11,722.23	0.00
				A 601	KNIGHT		14,730.00	0.00
				A 601	KUHNE		64,821.54	0.00
				A 601	MCKENNA		8,850.00	0.00
				A 601	SAVATGY		38,679.12	0.00
				A 601	SCHIMMELPFENNIG		61,603.59	0.00
				A 601	SHULTIS		8,925.00	0.00
				A 601	DERUVO		42,645.00	0.00
24	08/18/2025	ST	BOGC Investment to Community Bank Multifund	Not Required				
				A 200			1,000,000.00	0.00
				A 200.13			0.00	1,000,000.00

ONTEORA CSD

Journal Entry Schedule Report On A - 5: JOURNAL ENTRY - AUGUST 2025

Reference #	Date	Type	Description			Approval Status	Approver	Approved Date		
	Vendor ID		PO Number	Liquidated	Account	Detail Description			Debits	Credits
25	08/19/2025	ST	Community Bank to DEHIC			Not Required				
					A 521				0.00	1,085,522.02
					A 821				1,085,522.02	0.00
					A 522				1,085,522.02	0.00
					A 200				0.00	1,085,522.02
	1628		250100	425,188.22	A 9060.875-10	SEPTEMBER 2025			425,188.22	0.00
	1628		250100	660,333.80	A 9060.800-10	SEPTEMBER 2025			660,333.80	0.00
26	08/19/2025	ST	ECA Funds from Community Bank to BOGC			Not Required				
					TC 200				0.00	51,495.95
					TC 200.1				51,495.95	0.00
36	08/21/2025	ST	Payroll 8/22/2025			Not Required				
					A 522				20,561.21	0.00
					C 522				264.25	0.00
	2129				A 9030.800-10				20,561.21	0.00
					A 200				0.00	20,561.21
	2129				C 9030.800-20				264.25	0.00
					C 200				0.00	264.25
					A 200				20,825.46	0.00
					A 726				0.00	20,825.46
37	08/21/2025	ST	Reverse remainder of A601			Not Required				
					A 522				0.00	32,680.00
	2519				A 9089.800-10				0.00	15,180.00
	2519				A 9089.802-10				0.00	8,750.00
	2519				A 9089.802-10				0.00	8,750.00
					A 601				32,680.00	0.00
38	08/21/2025	ST	Reverse A601 Accrued 24-25 Payroll			Not Required				
					C 522	**REVERSAL**			0.00	1,923.06
					A 522	**REVERSAL**			0.00	43,644.71
	2519				A 1620.161-00	**REVERSAL**			0.00	1,726.08

Reference #	Date	Type	Description			Approval Status	Approver	Approved Date		
	Vendor ID	PO Number		Liquidated	Account	Detail Description			Debits	Credits
	2519				A 1620.164-00	**REVERSAL**			0.00	578.40
	2519				A 1620.166-00	**REVERSAL**			0.00	5,950.00
	2519				A 1621.161-00	**REVERSAL**			0.00	321.55
	2519				A 2020.161-01	**REVERSAL**			0.00	238.15
	2519				A 2020.164-01	**REVERSAL**			0.00	468.88
	2519				A 2020.164-07	**REVERSAL**			0.00	519.25
	2519				A 2060.150-00	**REVERSAL**			0.00	16,635.00
	2519				A 2110.120-07-A	**REVERSAL**			0.00	288.67
	2519				A 2110.132-01	**REVERSAL**			0.00	540.00
	2519				A 2110.132-02	**REVERSAL**			0.00	180.00
	2519				A 2110.133-01	**REVERSAL**			0.00	2,409.00
	2519				A 2110.133-02	**REVERSAL**			0.00	264.00
	2519				A 2110.140-01	**REVERSAL**			0.00	35.00
	2519				A 2110.140-02	**REVERSAL**			0.00	35.00
	2519				A 2110.140-03	**REVERSAL**			0.00	495.00
	2519				A 2110.140-07	**REVERSAL**			0.00	662.50
	2519				A 2110.162-01	**REVERSAL**			0.00	207.21
	2519				A 2330.150-00	**REVERSAL**			0.00	2,275.00
	2519				A 2810.161-01	**REVERSAL**			0.00	114.98
	2519				A 2815.164-03	**REVERSAL**			0.00	195.00
	2519				A 2855.150-01	**REVERSAL**			0.00	780.00
	2519				A 2855.160-02	**REVERSAL**			0.00	61.65
	2519				A 5510.161-00	**REVERSAL**			0.00	1,754.00
					A 601	**REVERSAL**			36,734.32	0.00
	2519				C 2860.161-20	**REVERSAL**			0.00	769.58
	2519				C 2860.164-20	**REVERSAL**			0.00	801.84
	2519				C 2860.161-20	**REVERSAL**			0.00	15.92
					C 601	**REVERSAL**			1,587.34	0.00
	2129				A 9030.800-10	**REVERSAL**			0.00	2,810.18
	2571				A 9010.800-10	**REVERSAL**			0.00	1,671.14
	2586				A 9020.800-10	**REVERSAL**			0.00	2,429.07
					A 601	**REVERSAL**			6,910.39	0.00
	2129				C 9030.800-20	**REVERSAL**			0.00	121.43

Reference #	Date	Type	Description	Approval Status	Approver	Approved Date		
	Vendor ID	PO Number	Liquidated	Account	Detail Description		Debits	Credits
	2571			C 9010.800-20	**REVERSAL**		0.00	214.29
				C 601	**REVERSAL**		335.72	0.00
39	08/22/2025	ST	REVERSE OF JOURNAL ENTRY 635 24-25 Payroll Accrual	Not Required				
				A 522	**REVERSAL**		0.00	7,145.13
	2519			A 2060.150-00	**REVERSAL**		0.00	810.00
	2519			A 2330.150-00	**REVERSAL**		0.00	223.64
	2519			A 2060.150-00	**REVERSAL**		0.00	1,237.50
	2519			A 2060.150-00	**REVERSAL**		0.00	765.00
	2519			A 2330.150-00	**REVERSAL**		0.00	315.00
	2519			A 2330.150-00	**REVERSAL**		0.00	562.50
	2519			A 2330.150-00	**REVERSAL**		0.00	607.50
	2519			A 2330.150-00	**REVERSAL**		0.00	472.50
	2519			A 2330.150-00	**REVERSAL**		0.00	151.91
	2519			A 2330.150-00	**REVERSAL**		0.00	292.50
	2129			A 9030.800-10	**REVERSAL**		0.00	464.21
	2586			A 9020.800-10	**REVERSAL**		0.00	612.87
				A 631	**REVERSAL**		7,145.13	0.00
	2519			A 2110.133-01	**REVERSAL**		0.00	630.00
42	08/25/2025	BD	Adjust EXTDOOR Budget	Not Required				
				H 1620.293-04-EXTDOOR			17,021.44	0.00
				H 2110.201-07-EXTDOOR			0.00	17,021.44
				H 1620.293-07-EXTDOOR			1,031.00	0.00
				H 2110.201-07-EXTDOOR			0.00	1,031.00
				H 1620.296-07-EXTDOOR			5,510.00	0.00
				H 2110.201-07-EXTDOOR			0.00	5,510.00
				H 2110.244-04-EXTDOOR			1,000.00	0.00
				H 2110.201-07-EXTDOOR			0.00	1,000.00
				H 2110.244-07-EXTDOOR			1,000.00	0.00
				H 2110.201-07-EXTDOOR			0.00	1,000.00
				H 2110.245-07-EXTDOOR			0.00	203.68
				H 2110.201-07-EXTDOOR			203.68	0.00

Reference #	Date	Type	Description	Approval Status	Approver	Approved Date	Debits	Credits
	Vendor ID	PO Number	Liquidated	Account	Detail Description			
				H 1620.293-04-EXTDOOR			49,952.93	0.00
				H 1620.293-07-EXTDOOR			0.00	49,952.93
43	08/25/2025	ST	Adjust BBL Expense from RENO to EXTDOOR for Change Order	Not Required				
	13964			H 2110.201-00-BBL	Change Order Application No 20		0.00	25,050.00
	13964			H 2110.201-07-EXTDOOR	Change Order Application No 20		25,050.00	0.00
44	08/26/2025	BD	Adjust Contractual Services for RENOA and RENOB	Not Required				
				H 1620.293-23-RENO			50,000.00	0.00
				H 2110.240-23-RENOA			0.00	25,000.00
				H 2110.240-23-RENOB			0.00	25,000.00
45	08/26/2025	ST	BOGC Capital Investment to BOGC Capital Checking	Not Required				
				H 200.2			500,000.00	0.00
				H 200.3			0.00	500,000.00
46	08/27/2025	ST	BOGC Capital Investment to BOGC Capital Checking	Not Required				
				H 200.2			1,000,000.00	0.00
				H 200.3			0.00	1,000,000.00
47	08/27/2025	ST	Adjust OCS Expenditure EXTDOOR	Not Required				
	15208			H 1620.293-04-EXTDOOR			0.00	49,952.93
	15208			H 1620.293-07-EXTDOOR			49,952.93	0.00
48	08/27/2025	ST	Adjust F410 to Actual Summer Handicap	Not Required				
				A 522			88,497.75	0.00
				F 410			0.00	88,497.75
				F 200			88,497.75	0.00
				A 200			0.00	88,497.75
	2594			A 2010.449-09			88,497.75	0.00

Reference #	Date	Type	Description			Approval Status	Approver	Approved Date	Debits	Credits
	Vendor ID	PO Number		Liquidated	Account	Detail Description				
52	08/28/2025	ST	BOGC Investment to Communtiy Bank Multi-Fund			Not Required				
					A 200				1,000,000.00	0.00
					A 200.13				0.00	1,000,000.00
72	08/31/2025	ST	Adjust Lakeshore Learning for 611 grant			Not Required				
					A 522				0.00	1,547.78
					F 522				1,547.78	0.00
	2191				F 2250.450-25-611				1,547.78	0.00
					F 200				0.00	1,547.78
					A 200				1,547.78	0.00
	2191				A 2250.501-03-PPS				0.00	1,547.78
76	08/19/2025	ST	Community Bank to Navitas Credit Corp.			Not Required				
					A 521				0.00	1,550.15
					A 821				1,550.15	0.00
					A 522				1,550.15	0.00
	15304	250107		1,028.27	A 9785.600-10	AUGUST 2025			1,028.27	0.00
	15304	250107		521.88	A 9785.700-10	AUGUST 2025			521.88	0.00
					A 200				0.00	1,550.15
143	08/31/2025	ST	Interest Earned - August 2025			Not Required				
					C 980				0.00	0.22
					A 980				0.00	112,309.46
					A 200.12				25,895.44	0.00
					A 200.11				6.26	0.00
					A 200				647.04	0.00
					A 200.1				35,704.63	0.00
					A 200.7				33,182.55	0.00
					A 200.9				0.12	0.00
					A 200.10				17.32	0.00
					A 200.13				5,465.76	0.00
					A 200.14				88.12	0.00
					A 2401				0.00	101,007.24

Reference #	Date	Type	Description	Approval Status	Approver	Approved Date	Debits	Credits
	Vendor ID	PO Number	Liquidated	Account	Detail Description			
				H 200.3			11,085.94	0.00
				H 200.2			216.28	0.00
				H 630			0.00	11,302.22
				A 391			11,302.22	0.00
				A 2401			0.00	11,302.22
				C 200.1			0.22	0.00
				C 2401			0.00	0.22
144	08/31/2025	ST	Cafeteria - VANCO August 2025	Not Required				
				C 522			3.47	0.00
				C 200.1			908.94	0.00
				C 601			0.00	912.41
	2597			C 2860.470-20			3.47	0.00
145	08/31/2025	ST	NYCLASS to NYLAF Account	Not Required				
				A 200.1			0.00	12,342,731.30
				A 200.7			12,342,731.30	0.00
147	08/31/2025	ST	American Benefits Group - August 2025	Not Required				
				A 200.14			0.00	7,921.61
				A 720.3			7,921.61	0.00

Number of Journal Entries: 25

General Ledger Totals:	**19,889,113.97**	**19,889,113.97**
Subsidiary Ledger Totals:	**1,421,161.16**	**399,972.34**

Account Distribution Totals

Account	Description	Gen / Led Debits	Gen / Led Credits	Sub / Led Debits	Sub / Led Credits
A 1620.161-00	SALARIES - OVERTIME	0.00	0.00	0.00	1,726.08
A 1620.164-00	SALARIES - SUBSTITUTES	0.00	0.00	0.00	578.40
A 1620.166-00	SALARIES - SUMMER	0.00	0.00	0.00	5,950.00
A 1621.161-00	SALARIES - OVERTIME	0.00	0.00	0.00	321.55
A 200	CASH IN CHECKING	3,045,512.83	1,470,335.91	0.00	0.00
A 200.1	CASH IN CLASS MMA	35,704.63	12,342,731.30	0.00	0.00

Reference #	Date	Type	Description		Approval Status	Approver	Approved Date	
	Vendor ID	PO Number		Liquidated	Account	Detail Description	Debits	Credits

Account	Description	Gen / Led Debits	Gen / Led Credits	Sub / Led Debits	Sub / Led Credits
A 200.10	PAYROLL CHECKING	17.32	0.00	0.00	0.00
A 200.11	CASH IN Community Bank Money Market	6.26	0.00	0.00	0.00
A 200.12	CASH IN Metropolitan Commercial Bank	25,895.44	0.00	0.00	0.00
A 200.13	CASH IN Bank of Greene County - Investment Acct	5,465.76	3,084,200.00	0.00	0.00
A 200.14	CASH IN Bank of Greene County - HRA/FSA	84,288.12	7,921.61	0.00	0.00
A 200.7	CASH IN NYLAF	12,375,913.85	0.00	0.00	0.00
A 200.9	CASH IN Community Bank Tax Account	0.12	0.00	0.00	0.00
A 2010.449-09	PROFESSIONAL SERVICES - PPS	0.00	0.00	88,497.75	0.00
A 2020.161-01	SALARIES - OVERTIME HS	0.00	0.00	0.00	238.15
A 2020.164-01	SALARIES - SUBSTITUTES HS	0.00	0.00	0.00	468.88
A 2020.164-07	SALARIES - SUBSTITUTES WD	0.00	0.00	0.00	519.25
A 2060.150-00	SALARIES - INSTRUCTIONAL	0.00	0.00	0.00	19,447.50
A 2110.120-07-A	SALARIES - K-3	0.00	0.00	0.00	288.67
A 2110.132-01	SALARIES - HOMEWORK HS	0.00	0.00	0.00	540.00
A 2110.132-02	SALARIES - HOMEWORK MS	0.00	0.00	0.00	180.00
A 2110.133-01	SALARIES - SUPERVISION HS	0.00	0.00	0.00	3,039.00
A 2110.133-02	SALARIES - SUPERVISION MS	0.00	0.00	0.00	264.00
A 2110.140-01	SALARIES - SUBSTITUTES HS	0.00	0.00	0.00	35.00
A 2110.140-02	SALARIES - SUBSTITUTES MS	0.00	0.00	0.00	35.00
A 2110.140-03	SALARIES - SUBSTITUTES BN	0.00	0.00	0.00	495.00
A 2110.140-07	SALARIES - SUBSTITUTES WD	0.00	0.00	0.00	662.50
A 2110.162-01	SALARIES - MONITORS - HS	0.00	0.00	0.00	207.21
A 2250.501-03-PPS	SUPPLIES - BN	0.00	0.00	0.00	1,547.78

Reference #	Date	Type	Description		Approval Status	Approver	Approved Date	
	Vendor ID	PO Number		Liquidated	Account	Detail Description	Debits	Credits

Account	Description	Gen / Led Debits	Gen / Led Credits	Sub / Led Debits	Sub / Led Credits
A 2330.150-00	SALARIES - INSTRUCTIONAL-SUMMER SCHOOL	0.00	0.00	0.00	4,900.55
A 2401	INTEREST & EARNINGS	0.00	0.00	0.00	112,309.46
A 2810.161-01	SALARIES - OVERTIME HS	0.00	0.00	0.00	114.98
A 2815.164-03	SALARIES - SUBSTITUTES BN	0.00	0.00	0.00	195.00
A 2855.150-01	SALARIES - INSTRUCTIONAL VARSITY/JV	0.00	0.00	0.00	780.00
A 2855.160-02	SALARIES - NONINSTRUCTIONAL MODIFIED	0.00	0.00	0.00	61.65
A 391	DUE FROM OTHER FUNDS	11,302.22	0.00	0.00	0.00
A 521	ENCUMBRANCES	0.00	1,087,072.17	0.00	0.00
A 522	APPROPRIATION EXPENSE	1,218,359.43	85,017.62	0.00	0.00
A 5510.161-00	SALARIES - OVERTIME	0.00	0.00	0.00	1,754.00
A 601	ACCRUED LIABILITY	328,301.19	0.00	0.00	0.00
A 631	DUE TO OTHER GOVERNMENTS	7,145.13	0.00	0.00	0.00
A 720.3	ABG AMERICAN BENEFITS GROUP	7,921.61	0.00	0.00	0.00
A 726	FICA & MEDICARE	0.00	43,318.01	0.00	0.00
A 821	RESERVE - ENCUMBRANCES	1,087,072.17	0.00	0.00	0.00
A 9010.800-10	STATE RETIREMENT	0.00	0.00	0.00	1,671.14
A 9020.800-10	TEACHER RETIREMENT	0.00	0.00	0.00	3,041.94
A 9030.800-10	FICA & MEDICARE	0.00	0.00	42,789.51	3,274.39
A 9060.800-10	HEALTH INSURANCE	0.00	0.00	660,333.80	0.00
A 9060.875-10	HEALTH INSURANCE - Retiree Health	0.00	0.00	425,188.22	0.00
A 9089.800-10	RETIREMENT - SICK PAY	0.00	0.00	0.00	15,180.00
A 9089.802-10	RETIREMENT INCENTIVE	0.00	0.00	0.00	17,500.00
A 9785.600-10	Installment Purchase - Principal	0.00	0.00	1,028.27	0.00
A 9785.700-10	Installment Purchase -Interest	0.00	0.00	521.88	0.00
A 980	REVENUE	0.00	112,309.46	0.00	0.00

Reference #	Date	Type	Description	Approval Status	Approver	Approved Date		
	Vendor ID	PO Number		Liquidated	Account	Detail Description	Debits	Credits
Account	Description			Gen / Led Debits	Gen / Led Credits	Sub / Led Debits	Sub / Led Credits	
	Fund A Totals:			**18,232,906.08**	**18,232,906.08**	**1,218,359.43**	**197,327.08**	
C 200	CASH IN CHECKING			0.00	528.50	0.00	0.00	
C 200.1	CAFETERIA COMMUNITY BANK			909.16	0.00	0.00	0.00	
C 2401	INTEREST & EARNINGS			0.00	0.00	0.00	0.22	
C 2860.161-20	SALARIES - OVERTIME			0.00	0.00	0.00	785.50	
C 2860.164-20	SALARIES - SUBSTITUTES			0.00	0.00	0.00	801.84	
C 2860.470-20	MISCELLANEOUS EXPENSE			0.00	0.00	3.47	0.00	
C 522	APPROPRIATION EXPENSE			531.97	1,923.06	0.00	0.00	
C 601	ACCRUED LIABILITY			1,923.06	912.41	0.00	0.00	
C 9010.800-20	STATE RETIREMENT			0.00	0.00	0.00	214.29	
C 9030.800-20	FICA & MEDICARE			0.00	0.00	528.50	121.43	
C 980	REVENUE			0.00	0.22	0.00	0.00	
	Fund C Totals:			**3,364.19**	**3,364.19**	**531.97**	**1,923.28**	
F 200	CASH IN CHECKING			88,497.75	1,547.78	0.00	0.00	
F 2250.450-25-611	SUPPLIES & MATERIALS			0.00	0.00	1,547.78	0.00	
F 410	DUE FROM STATE GOVERNMENT			0.00	88,497.75	0.00	0.00	
F 522	APPROPRIATION EXPENSE			1,547.78	0.00	0.00	0.00	
	Fund F Totals:			**90,045.53**	**90,045.53**	**1,547.78**	**0.00**	
H 1620.293-04-EXTDOOR	PH EXTERIOR DOOR-GEN CONSTRUCTION			0.00	0.00	66,974.37	49,952.93	
H 1620.293-07-EXTDOOR	WD EXTERIOR DOOR-GEN CONSTRUCTION			0.00	0.00	50,983.93	49,952.93	
H 1620.293-23-RENO	GENERAL CONSTRUCTION RENO			0.00	0.00	50,000.00	0.00	
H 1620.296-07-EXTDOOR	EXTERIOR DOOR - WOODSTOCK ELECTRIC			0.00	0.00	5,510.00	0.00	
H 200.2	CASH IN Bank of Greene County Capital Checking			1,500,216.28	0.00	0.00	0.00	
H 200.3	CASH IN Bank of Greene County Capital Investment			11,085.94	1,500,000.00	0.00	0.00	

Reference #	Date	Type	Description	Approval Status	Approver	Approved Date
	Vendor ID	PO Number	Liquidated	Account	Detail Description	Debits / Credits

Account	Description	Gen / Led Debits	Gen / Led Credits	Sub / Led Debits	Sub / Led Credits
H 2110.201-00-BBL	CLERK OF THE WORKS-EXT DOOR,GEN,FLVENT,RENO	0.00	0.00	0.00	25,050.00
H 2110.201-07-EXTDOOR	WD EXTERIOR DOOR-CLERK OF THE WORKS	0.00	0.00	25,253.68	25,562.44
H 2110.240-23-RENOA	CONTRACTUAL EXPENSES	0.00	0.00	0.00	25,000.00
H 2110.240-23-RENOB	CONTRACTUAL EXPENSES	0.00	0.00	0.00	25,000.00
H 2110.244-04-EXTDOOR	PH EXTERIOR DOOR - LEGAL SERVICES	0.00	0.00	1,000.00	0.00
H 2110.244-07-EXTDOOR	WD EXTERIOR DOOR - LEGAL SERVICES	0.00	0.00	1,000.00	0.00
H 2110.245-07-EXTDOOR	WD EXTERIOR DOOR-ARCHITECT	0.00	0.00	0.00	203.68
H 630	DUE TO OTHER FUNDS	0.00	11,302.22	0.00	0.00
	Fund H Totals:	**1,511,302.22**	**1,511,302.22**	**200,721.98**	**200,721.98**
TC 200	Cash in Checking	0.00	51,495.95	0.00	0.00
TC 200.1	CASH IN Bank of Greene County - ECA	51,495.95	0.00	0.00	0.00
	Fund TC Totals:	**51,495.95**	**51,495.95**	**0.00**	**0.00**
	Grand Totals:	**19,889,113.97**	**19,889,113.97**	**1,421,161.16**	**399,972.34**

Onteora Central School District

The Superintendent of Schools hereby recommends the
ACCEPTANCE of the Treasurer's Report for the period
August 1, 2025 - August 31, 2025

	Community Bank Multi-Fund					Community Bank	Community Bank
	General	School Lunch	Federal	Special Revenue	TOTAL	Custodial Fund	Payroll
				Scholarships		HS ExtraClassroom	
Available Cash Balance as Reported at the end of preceding month	508,473.48	181,213.05	379,443.94	87,039.18	1,220,021.36	51,200.14	1,717.28
Add:							
Receipts: Collected During the Month:							
Real Property Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Penalties	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Star Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State & Federal Aid	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest & Earnings on Investments	647.04	0.00	0.00	0.00	647.04	0.00	17.32
Tuition & Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Payroll & Interfund Transfers(JE)	44,865.79	0.00	88,497.75	0.00	133,363.54	0.00	0.00
Miscellaneous Receipts	51,124.62	258.21	17,326.09	7,075.00	75,783.92	0.00	0.00
Bank Transfers	3,000,000.00	0.00	0.00	0.00	3,000,000.00	0.00	0.00
Total:	3,096,637.45	258.21	105,823.84	7,075.00	3,209,794.50	0.00	17.32
Less:							
Disbursements During the Month:							
By Check	1,377,537.91	77.43	118,497.72	0.00	0.00	51,495.95	0.00
By JE, Wire, Payroll or Interfund Transfer	1,470,335.91	528.50	1,547.78	0.00	1,472,412.19	0.00	0.00
Total:	2,847,873.82	605.93	120,045.50	0.00	1,472,412.19	51,495.95	0.00
Available Cash Balance At End of Month	**$757,237.11** ✓ A200	**$180,865.33** ✓ C200	**$365,222.28** ✓ F200	**$94,114.18** ✓ CM200	**$1,397,438.90** ✓ Multi-Fund Total	**($295.81)** ✓ TC 200	**$1,734.60** ✓ A200.10
Reconcillation with Bank Statements:							
Balance Per Bank Statements:					2,045,912.85 ✓	0.00 ✓	$2,034.60 ✓
Less: Outstanding Checks:					(639,460.90) ✓	(295.81) ✓	(300.00) ✓
Add: Deposits in Transit:					0.00	0.00	0.00
Less: Other Debits					(9,169.85) ✓	0.00	0.00
Add: Other Credits					156.80 ✓	0.00	0.00
Adjusted Bank Balance:					$1,397,438.90	($295.81) ✓	$1,734.60 ✓
Unreconciled Difference:					0.00 ✓	0.00	0.00

Band of Greene County	Bank of Greene County	Bank of Greene County
Custodial Fund	Capital Fund Investment	Capital Fund Checking
HS ExtraClassroom		
$0.00	$3,470,302.64	$39,986.28
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
18.68	11,085.94	216.28
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
51,495.95	0.00	0.00
0.00	0.00	1,500,000.00
51,514.63	11,085.94	1,500,216.28
0.00	0.00	1,206,929.87
0.00	1,500,000.00	0.00
0.00	1,500,000.00	1,206,929.87
$51,514.63 ✓ A200.2 TC200.1	**$1,981,388.58** ✓ H200.3	**$333,272.69** ✓ H200.2
$51,514.63 ✓	$1,981,388.58 ✓	$1,398,124.49 ✓
0.00	0.00	(1,064,851.80) ✓
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
$51,514.63 ✓	$1,981,388.58 ✓	$333,272.69 ✓
0.00	0.00	0.00

Debra D'Aprile, District Treasurer

10/16/25
Date

Received by the Board of Education and entered
as part of the Board meeting held _____

_____
Clerk of the Board of Education

Onteora Central School District

The Superintendent of Schools hereby recommends the
ACCEPTANCE of the Treasurer's Report for the period
August 1, 2025 - August 31, 2025

	NY Class Savings	NYLAF MAX/FLEX	Metropolitan Commercial Bank	Community Bank Cafeteria	Catskill Hudson Capital	Community Bank Tax	Catskill Hudson Capital ICS Cash Sweep	Community Bank Money Market	Greene County Commercial Bank	Greene County Commercial Bank
	Investment	Investment	Investment	Checking	Account Closed	Checking	Account Closed	Investment	Investment	HRA/FSA
Available Cash Balance as Reported at the end of preceding month	$11,889,713.39	$6,886,219.00	$7,452,340.29	$241.54	$0.00	$331.93	$0.00	$1,828.91	$3,248,592.38	$49,407.52
Add:										
Receipts: Collected During the Month:										
Real Property Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Penalties	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Star Reimbursement	0.00	5,995.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State & Federal Aid	417,313.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest & Earnings on Investments	35,704.63	33,182.55	25,895.44	0.22	0.00	0.12	0.00	6.26	5,465.76	88.12
Tuition & Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Payroll and Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Receipts	0.00	0.00	0.00	908.94	0.00	0.00	0.00	0.00	0.00	84,200.00
Bank Transfers	0.00	12,342,731.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total:	453,017.91	12,381,908.85	25,895.44	909.16	0.00	0.12	0.00	6.26	5,465.76	84,288.12
Less:										
Disbursements During the Month:										
By Check	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
By JE, Wire, Payroll or Interfund Transfer	12,342,731.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,084,200.00	7,921.61
Total:	12,342,731.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,084,200.00	7,921.61
Available Cash Balance At End of Month	**$0.00** A200.1	**$19,268,127.85** A200.7	**$7,478,235.73** A200.12	**$1,150.70** C200.1	**$0.00** H200.7	**$332.05** A200.9	**$0.00** H200.10	**$1,835.17** A200.11	**$169,858.14** A200.13	**$125,774.03** A200.14
Reconcillation with Bank Statements:										
Actual Balance Per Bank Statements:	**$0.00**	**$19,268,127.85**	**$7,478,235.73**	**$1,150.70**	**$0.00**	**$332.05**	**$0.00**	**$1,835.17**	**$169,858.14**	**$126,229.24**
Less:Outstanding Checks	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Add:Deposits in Transit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Less: Other Debits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(455.21)
Add: Other Credits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Adjusted Bank Balance	**$0.00**	**$19,268,127.85**	**$7,478,235.73**	**$1,150.70**	**$0.00**	**$332.05**	**$0.00**	**$1,835.17**	**$169,858.14**	**$125,774.03**
Unreconciled Difference:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Debra D'Aprile, District Treasurer

10/16/25
Date

Received by the Board of Education and entered as part of the Board meeting held _____

_____
Clerk of the Board of Education

ONTEORA CSD

Budget Transfer Schedule Report For A - 2: BUDGET TRANSFER - AUGUST 2025

Ref Number / Account	Date / Account Description	Budget Transfer Description / Detail Description	Approval Status	Transfer Out	Transfer In
2141	08/07/2025	Athletics-To Cover Section IX Membership Dues	Not Required		
A 2855.413-01	MEMBERSHIP DUES VARSITY/JV				1,000.00
A 2855.449-01	PROFESSIONAL SERVICES VARSITY/JV			1,000.00	
2142	08/11/2025	MacroLease Fair Market Payoff	Not Required		
A 1310.449-10	PROFESSIONAL SERVICES				7,500.00
A 1420.449-09	PROFESSIONAL SERVICES			7,500.00	
2143	08/12/2025	Adjust for Summer School Supplies	Not Required		
A 2330.160-00	SALARIES - NONINSTRUCTIONAL-SUMMER SCHOOL			2,375.00	
A 2330.501-10	SUPPLIES-SUMMER SCHOOL				2,375.00
2144	08/13/2025	Mid-Hudson ASBO Membership	Not Required		
A 1310.410-10	ADVERTISING			150.00	
A 1310.410-10	ADVERTISING			150.00	
A 1310.413-10	MEMBERSHIP DUES				150.00
A 1325.413-10	MEMBERSHIP - TREASURER				150.00
2145	08/21/2025	Astor Mental Health Services	Not Required		
A 2815.449-10	PROFESSIONAL SERVICES - DISTRICT			2,670.00	
A 2825.449-10	Social Work-Purchased Service				2,670.00
2146	08/21/2025	ASBO SBMW Conference	Not Required		
A 1310.424-10	CONFERENCES				988.00
A 2110.424-07-C&I	CONFERENCES - INSTRUCTION WD			988.00	
2147	08/27/2025	BOE - To fund for member mileage reimbursement	Not Required		
A 1010.442-10	MILEAGE				1,000.00
A 1010.449-10	PROFESSIONAL SERVICES			1,000.00	
2148	08/28/2025	Business Office - To cover Performance Solutions Payment	Not Required		
A 1670.411-10	POSTAGE			470.00	
A 1670.467-10	MAINTENANCE CONTRACTS				470.00

ONTEORA CSD

Budget Transfer Schedule Report For A - 2: BUDGET TRANSFER - AUGUST 2025

Ref Number / Account	Date / Account Description	Budget Transfer Description / Detail Description	Approval Status	Transfer Out	Transfer In
			Grand Totals:	**16,303.00**	**16,303.00**
			Net Amount:	**0.00**	

Number of Budget Transfers: 8

Account Distribution Totals

Account	Description	Debits	Credits
A 1010.442-10	MILEAGE	0.00	1,000.00
A 1010.449-10	PROFESSIONAL SERVICES	1,000.00	0.00
A 1310.410-10	ADVERTISING	300.00	0.00
A 1310.413-10	MEMBERSHIP DUES	0.00	150.00
A 1310.424-10	CONFERENCES	0.00	988.00
A 1310.449-10	PROFESSIONAL SERVICES	0.00	7,500.00
A 1325.413-10	MEMBERSHIP - TREASURER	0.00	150.00
A 1420.449-09	PROFESSIONAL SERVICES	7,500.00	0.00
A 1670.411-10	POSTAGE	470.00	0.00
A 1670.467-10	MAINTENANCE CONTRACTS	0.00	470.00
A 2110.424-07-C&I	CONFERENCES - INSTRUCTION WD	988.00	0.00
A 2330.160-00	SALARIES - NONINSTRUCTIONAL-SUMMER SCHOOL	2,375.00	0.00
A 2330.501-10	SUPPLIES-SUMMER SCHOOL	0.00	2,375.00
A 2815.449-10	PROFESSIONAL SERVICES - DISTRICT	2,670.00	0.00
A 2825.449-10	Social Work-Purchased Service	0.00	2,670.00
A 2855.413-01	MEMBERSHIP DUES VARSITY/JV	0.00	1,000.00
A 2855.449-01	PROFESSIONAL SERVICES VARSITY/JV	1,000.00	0.00
	Fund A Totals:	**16,303.00**	**16,303.00**
	Grand Totals:	**16,303.00**	**16,303.00**

ONTEORA CENTRAL SCHOOL DISTRICT
Boiceville, NY 12412

BUDGETARY TRANSFER REQUEST FORM

Amount	From Budget Code	To Budget Code	For Accounting Use Only: General Journal #	For Accounting Use Only: Date
$ 1,000.00	A2855.449-01	A2855.413-01	2141	8/7/2025 (ECM)

Explanation: Section IX Membership Dues

Signature 8/4/2025 **Title:** Interim Director of Heath, Physical Education & Athletics

FOR CENTRAL ADMINISTRATION USE ONLY

Recommend: Approval (X) Disapproval ( )

Remarks:

Signature of School Business Administrator: Marcia Zull **Date:** 8/6/25

Approved (✓) Disapproved ( )

Signature of Superintendent: Victoria McLaren **Date:** 8/12

NTEORA
CENTRAL SCHOOL DISTRICT
4166 Route 28, Boiceville, NY 12412

Budget Transfer Form

Amount	From Budget Code	To Budget Code	For Accounting Use Only: General Journal #	For Accounting Use Only: Date
$ 7,500.00	A1420.449-09	A1310.449-10	2142	8/11/2025

Explanation: Adjust Professional Services budgets for Eastern Funding dba Macrolease fair market value payoff.

Signature: [signature] **Title:** Treasurer 8/7/2025

FOR CENTRAL ADMINISTRATION USE ONLY

Recommend: Approval (✓) Disapproval ( )

Remarks:

Signature of School Business Administrator: [signature] **Date:** 8/7/25

Approved (✓) **Disapproved** ( )

Signature of Superintendent: Victoria M Ka **Date:** 8/11/25

ONTEORA
CENTRAL SCHOOL DISTRICT
4166 Route 28, Boiceville, NY 12412

Budget Transfer Form

Amount	From Budget Code	To Budget Code	For Accounting Use Only: General Journal #	For Accounting Use Only: Date
$ 2,375.00	A2330.160-00	A2330.501-10	7143	8/12/2024
$ 2,375.00	Total			

Explanation: Funds needed in this line for Summer School Supplies

Kimberly Cole — Signature

Deputy Treasurer — Title

8/1/2025 — Date

FOR CENTRAL ADMINISTRATION USE ONLY

Recommend: Approval (X) Disapproval ( )

Remarks:

Signature of School Business Administrator: Monica Zull- **Date:** 8/4/25

Approved (✓) **Disapproved** ( )

Signature of Superintendent: Victoria Mc **Date:** 8/11/25

ONTEORA
CENTRAL SCHOOL DISTRICT
4166 Route 28, Boiceville, NY 12412

Budget Transfer Form

Amount	From Budget Code	To Budget Code	For Accounting Use Only: General Journal #	For Accounting Use Only: Date
$ 150.00	A1310.410-10	A1310.413-10	744	8/12/25
$ 150.00	A1310.410-10	A1325.413-10		

Explanation: Additional funds needed for Mid-Hudson ASBO annual membership fee

Signature: [signature] **Title: Treasurer** **8/12/2025**

FOR CENTRAL ADMINISTRATION USE ONLY

Recommend: Approval (X) Disapproval ( )
Remarks:

Signature of School Business Administrator: [signature] **Date:** 8/12/25

Approved (✓) Disapproved ( )
Signature of Superintendent: [signature] **Date:** 8/12/25

ONTEORA CENTRAL SCHOOL DISTRICT
Boiceville, NY 12412

BUDGETARY TRANSFER REQUEST FORM

Amount	From Budget Code	To Budget Code	For Accounting Use Only: General Journal #	For Accounting Use Only: Date
~~A2815.449-10~~ $2,670.00	A2815.449-10	A2825.449-10	2145	8/21/25

Explanation: To pay for Astor Mental Health Services

Carol Grima — Director, Pupil Personnel Services — 8/21/2025

Signature | **Title** | **Date**

FOR CENTRAL ADMINISTRATION USE ONLY

Recommend: **Approval (X)** **Disapproval ( )**

Remarks:

Signature of School Business Administrator: Marco Zu- **Date:** 8/21/25

Approved (✓) **Disapproved ( )**

Signature of Superintendent: Victoria L Gher **Date:** 8/21/25

NTEORA
CENTRAL SCHOOL DISTRICT
4166 Route 28, Boiceville, NY 12412

Budget Transfer Form

Amount	From Budget Code	To Budget Code	For Accounting Use Only: General Journal #	For Accounting Use Only: Date
$ 988.00	A2110.424-07C&I	A1310.424-10	246	8/21/2025

Explanation: Additional funds needed for ASBO SBMW 2025 Conference

Signature: [signature] **Title: Treasurer** **8/21/2025**

FOR CENTRAL ADMINISTRATION USE ONLY

Recommend: Approval (✓) Disapproval ( )

Remarks:

Signature of School Business Administrator: [signature] **Date:** 8/21/25

Approved (✓) Disapproved ( )

Signature of Superintendent: Victoria Mchon **Date:** 8/24/25

ONTEORA CENTRAL SCHOOL DISTRICT
Boiceville, NY 12412

BUDGETARY TRANSFER REQUEST FORM

Amount	From Budget Code	To Budget Code	For Accounting Use Only: General Journal #	For Accounting Use Only: Date
$1,000.00	A 1010.449-10	A1010.442-10	247	8/27/25 ecml

Explanation: to fund the mileage code for BOE member reimbursement

Signature [signature] **Title: Disrict Clerk** **Date 08/26/25**

FOR CENTRAL ADMINISTRATION USE ONLY

Recommend: **Approval (X)** **Disapproval ( )**

Remarks:

Signature of School Business Administrator: [signature] **Date:** 8/27/25

Approved (✓) **Disapproved ( )**

Signature of Superintendent: [signature] **Date:** 8/27/25

ONTEORA
CENTRAL SCHOOL DISTRICT
4166 Route 28, Boiceville, NY 12412

Budget Transfer Form

Amount	From Budget Code	To Budget Code	For Accounting Use Only: General Journal #	For Accounting Use Only: Date
$ 470.00	A1670.411-10	A1670.467-10	2148	8/28/25 (EOM)

Explanation: To cover Custom Computer Specialists payment

Signature: Elisa C Mateo **Title: AP Clerk** **8/26/2025**

FOR CENTRAL ADMINISTRATION USE ONLY

Recommend: **Approval (X)** **Disapproval ( )**

Remarks:

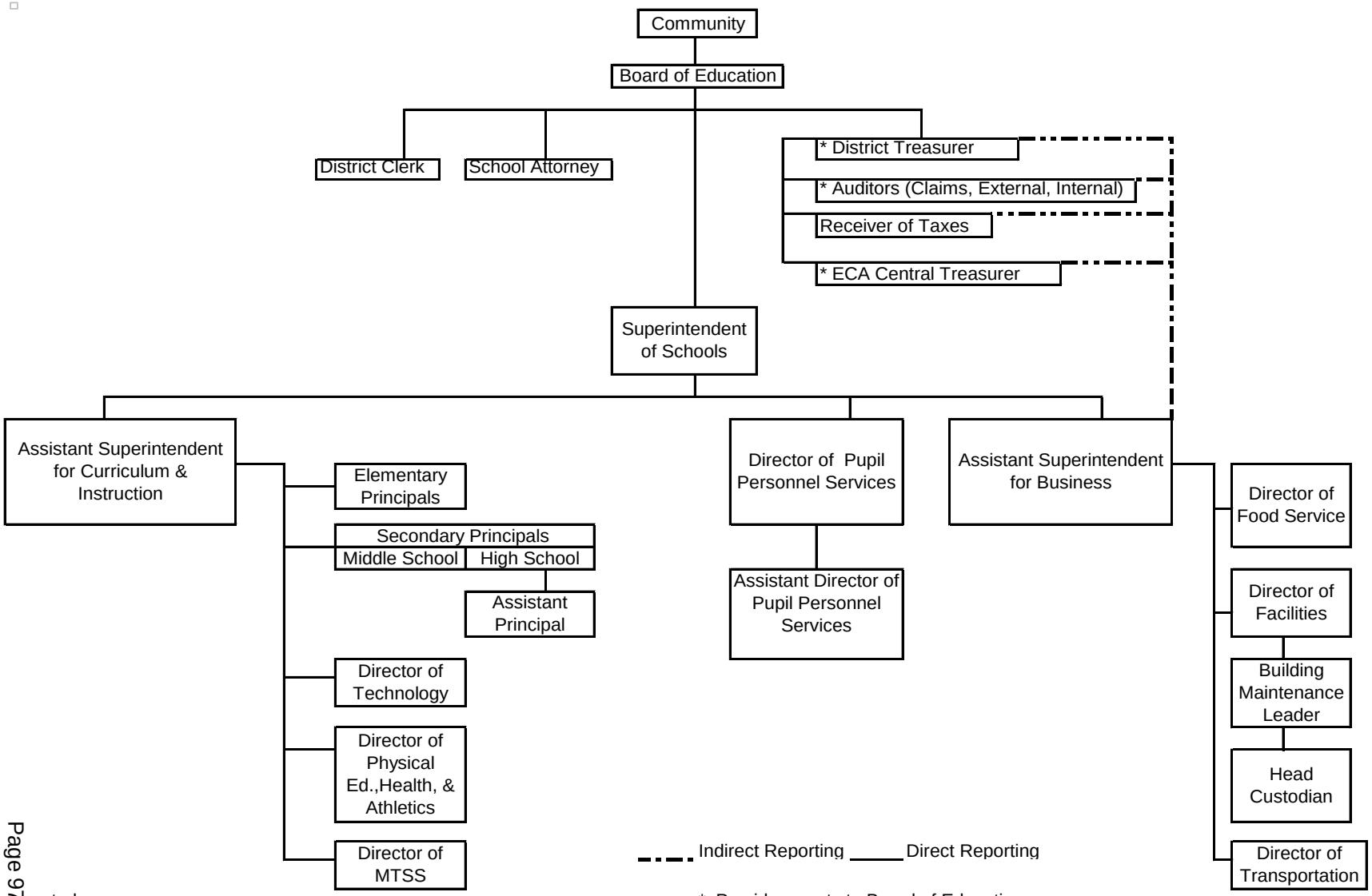
Signature of School Business Administrator: Maureen Gallo **Date:** 8/27/25

Approved (✓) **Disapproved ( )**

Signature of Superintendent: Victoria M Char **Date:** 8/27/25

Onteora Central School District

Organizational Chart Policy 4212



opted:

SUBJECT: AUDIT COMMITTEES

No later than January 1, 2006, an Audit Committee shall be established by Board resolution. The Audit Committee may consist of:

a) The Board of Education as a whole;

b) A subcommittee of the Board of Education; or

c) An Advisory Committee that may include, or be composed entirely of persons other than Board members if, in the opinion of the Board, such membership is advisable to provide accounting and auditing expertise.

The Audit Committee shall consist of at least three (3) members who shall serve without compensation, but shall be reimbursed for any actual and necessary expenditure incurred in relation to attendance at meetings. Employees of the District are prohibited from serving on the Audit Committee. Members of the Audit Committee shall be deemed School District Officers but shall not be required to be residents of the School District.

The role of the Audit Committee shall be advisory unless the Audit Committee consists of at least a quorum of Board members, and any recommendations it provides to the Board shall not substitute for any required review and acceptance by the Board of Education.

The responsibilities of the Audit Committee include the following:

a) Provide recommendations regarding the appointment of the External (Independent) Auditor for the District;

b) Meet with External (Independent) Auditor prior to commencement of the Audit;

c) Review and discuss with the External (Independent) Auditor any risk assessment of the District's fiscal operations developed as part of the Auditor's responsibilities under governmental auditing standards for a financial statement audit and federal single audit standards if applicable;

d) Receive and review the draft annual audit report and accompanying draft management letter and, working directly with the External (Independent) Auditor, assist the Board of Education in interpreting such documents;

e) Make a recommendation to the Board on accepting the annual audit report; and

(Continued)

SUBJECT: AUDIT COMMITTEES (Cont'd.)

f) Review every corrective action plan developed by the School District and assist the Board in its implementation.

Additional responsibilities of the Audit Committee include: assisting in the oversight of the Internal Audit Function including, but not limited to, providing recommendations regarding the appointment of the Internal Auditor; reviewing significant findings and recommendations; and evaluating the performance of the Internal Audit Function.

The Audit Committee may conduct an Executive Session pursuant to Public Officers Law Section 105 pertaining to the following matters:

a) Any matter which may disclose the identity of a law enforcement agent or informer;

b) Information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed; and

c) Discussions regarding proposed, pending or current litigation.

Any Board member who is not a member of the Audit Committee may be allowed to attend an Audit Committee meeting if authorized by a Board resolution. However, if such Board member's attendance results in a meeting of a quorum of the full Board, any action taken by formal vote may constitute official Board action.

It is not the intent of the Board of Education that the Audit Committee participate in or be responsible for the day to day operations of the school district or in the decisions that are the responsibility of the Superintendent of Schools or Assistant Superintendent for Business, or the other district administrators.

Education Law Sections 2116-c, and 3811-3813
Public Officers Law Sections 105(b), 105(c) and 105 (d)

Adopted: 6/29/09

Date: 7223
Students

I. Purpose

This policy governs participation in graduation ceremonies by students who have satisfied diploma, credential, or commencement credential requirements.

II. Policy

1. One Ceremony Only

A student shall be allowed to participate in only one graduation ceremony.

2. Eligibility to Participate

- The Board shall permit participation in the graduation ceremony by students who have earned, or will be awarded, a diploma, credential, or commencement credential, as recognized under state law.
- Students must also be eligible under applicable regulations for participation in the ceremony.

3. Notice to Parents/Guardians

-The district must annually notify students and parents/guardians about the policy and procedures for participation in graduation ceremonies.

Ref: This policy is adopted under the authority of Education Law §§ 3204(4-b) and 4402(9).

Adoption date:

SUBJECT: INSURANCE

The objective of the Board of Education is to obtain the best possible insurance at the lowest possible cost, and to seek advice from an Insurance Appraisal Service to determine that adequate coverage is being provided regarding fire, boiler, general liability, bus and student accident insurance.

The Board shall carry insurance to protect the District's real and personal property against loss or damage. This property shall include school buildings, the contents of such buildings, school grounds and automobiles.

The Board may also purchase liability insurance to pay damages assessed against Board members and District employees acting in the discharge of their respective duties, within the scope of their employment and/or under the direction of the Board.

All insurance policies, along with an inventory of the contents of the building, should be kept in a fireproof depository or with the appropriate insurance agent for safekeeping and referral purposes. The Superintendent shall review the District's insurance program annually and make recommendations to the Board if more suitable coverage is required.

Public Officers Law Section 18
General Municipal Law Sections 6-n and 52
Education Law Sections 1709(8) and (26) and (34-b), 3023, 3028, and 3811

Adopted: 6/29/09

SUBJECT: LOSS OF PERSONAL PROPERTY

The Onteora Central School District shall not be responsible for the loss of personal property by students or employees.

Adopted: 6/29/09

SUBJECT: INVENTORIES

The Superintendent or their designee shall be responsible for maintaining a continuous and accurate inventory of equipment owned by the District in accordance with "The Uniform System of Accounts for School Districts."

All supplies and equipment purchased and received by the School District shall be checked, logged, and stored through an established procedure.

Uniform System of Accounts for School Districts (Fiscal Section)

Adopted: 6/29/09

Board Meeting - Nov 18 2025 Minutes

Tuesday, November 18, 2025 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, Eric Knutsen, Cindy Bishop

2. Welcome

2.01 Interim Middle School Principal, Don Solimene will welcome the board (duration 10 min) 21 - 32

The Nov 18 BOE Presentation Welcome.pdf

3. Presentations

3.01 Multi-Tiered System of Supports (MTSS) Update – Presented by MTSS Coordinator, Elizabeth Fallo (duration 20 mins) 33 - 50

MTSS OCS BOE November 2025.pdf

4. Award Tenure

4.01 The Board of Education will Award Tenure

The following named INSTRUCTIONAL PERSONNEL, having served a period of probationary status consistent with the Education Law of the State of New York and provisions of the Commissioner's Regulations, and having received continuing satisfactory evaluations of performance, are hereby recommended by the Superintendent of Schools for APPROVAL for TENURE STATUS.

With a probationary period of 12/8/2021 to 12/7/2025, certified Teaching Assistant, **Shaylin McGowan** hereby receives tenure on 12/8/2025

With a probationary period of 12/8/2021 to 12/7/2025, certified Teaching Assistant, **Stephanie Pearlman** hereby receives tenure on 12/8/2025

Moved by: Jenny Jared

Seconded by: Eric Knutsen

Yea Jenny Jared, Rory Smith, Cindy Bishop, Emily Mitchell-Marell, Clark Goodrich, Caroline Jerome, and Eric Knutsen

Motion Carries 7-0

5. Proposed Executive Session

5.01 Enter Executive Session

Motion to enter into executive session to discuss the tenure of a particular employee and to consult with legal counsel (duration 45 min)

Moved by: Caroline Jerome

Seconded by: Rory Smith

Yea Jenny Jared, Rory Smith, Cindy Bishop, Emily Mitchell-Marell, Clark Goodrich, Caroline Jerome, and Eric Knutsen

Motion Carries 7-0

5.02 Exit Executive Session

Motion to exit executive session and return to public session

Moved by: Caroline Jerome
Seconded by: Clark Goodrich

Yea Jenny Jared, Rory Smith, Cindy Bishop, Emily Mitchell-Marell, Clark Goodrich, Caroline Jerome, and Eric Knutsen

Motion Carries 7-0

6. Acceptance of Minutes

6.01 Acceptance of Minutes 51 - 71

Board Meeting - Oct 21 2025 - Minutes - Html

The Board of Education hereby accepts the minutes of the October 21, 2025 meeting 51 - 71

Moved by: Jenny Jared
Seconded by: Rory Smith

Yea Jenny Jared, Rory Smith, Cindy Bishop, Emily Mitchell-Marell, Clark Goodrich, Caroline Jerome, and Eric Knutsen

Motion Carries 7-0

7. Superintendent District News

7.01 The Superintendent will report District News

School Related Professional's Day

Today is school-related professional's day. We have a talented and dedicated group of school-related professionals who serve our students and our school community with dedication and empathy every day. These are the individuals who first greet our students in the morning, make sure they have a clean, safe, and caring environment in which to learn, provide

additional instructional supports, care for them when they are not feeling well, ensure they have nutritious meals, and support them in all of their endeavors. Thank you to all of these individuals.

We are looking forward to the Thanksgiving holiday. Please know that with the winter weather, we have a process in place for determining delays, early dismissals, and school closures. Please keep in mind that we will bring students into school whenever possible to provide instruction and to ensure that they are able to access school meals and services. This will sometimes result in an early dismissal so that our buses are able to deliver students home before a later afternoon or early evening weather event. I understand that this schedule is sometimes challenging for families, and I apologize for the inconvenience, but our priority is to provide students with all of the resources we have available. When the weather is concerning in the morning, our Director of Transportation will be out checking the roads before 4AM and touching base with the various municipalities that clear the roads to ensure we can bring student to school safely. He is skilled at reading the radar and will check multiple forecast sources before making a recommendation to me. Please know that I will always err on the side of caution.

As we enter the season of inclement weather, please make sure that you are set up to receive calls or texts through our automated messaging system if that is how you would like to be notified of a school closing, delay, or early dismissal. If you would like to sign up to receive calls or texts, or to confirm how you are currently set up to receive notifications, please contact Sharon Wood at swood@onteora.k12.ny.us.

As a reminder, we will be utilizing our allotted snow days for inclement weather and will not implement remote learning. We know that many families in our district do not have internet access, and with inclement weather, many families will experience power outages as well. If we exceed our allotted snow days, we will utilize the “snow day make-up days” included in our school calendar. This information will also be posted in the next day or two.

There have been a lot of events happening around the district this fall.

Our winter sports have begun this week. As usual, we have an incredible number of student-athletes who participate in sports, and they appreciate community support. You can find out what games are scheduled by looking at the athletics webpage. The calendar is maintained there and updated as contests are often rescheduled during this time of the year due to weather.

I'd like to thank all of the firefighters and veterans who participated in sharing their skills, expertise, and experiences with our students over the past several weeks. We are so fortunate to have a community full of individuals who are willing to enrich the lives of our students.

Capital Project Information

Anyone interested in knowing more about the propositions that will be on the ballot on December 10th can find information in a variety of places. The Board had a number of in-depth conversations on September 30th, October 7th, October 14th, and October 21st. All of our Board meetings are recorded and can be accessed on YouTube through our website. There is a lot of information on the webpage that has been created as well. Please look at the new webpage: Students • Safety • Sustainability: A Revised Path to Onteora's Future - Onteora Central School District, which has been added and can be found on a button on the right-hand side of the District page. We have also shared multiple social media posts and videos explaining the two propositions.

A newsletter is being finalized that will be mailed next week. We are bringing the newsletters directly to our local post offices so that our community will receive them promptly. We have experienced significant delays when mailings are sent through Albany, and our goal is to provide our community with the information they need to cast an informed vote on

December 10th.

We will be presenting the propositions on December 2nd here in the Middle High School cafeteria from 6 to 7 PM for anyone who would like to join us and learn about what is being proposed.

Community Book Study

We have had two of our three scheduled book study gatherings. We are engaging in wonderful discussions, and we very much appreciate the participation of the individuals who have joined us. The final meeting will be on December 1st. Anyone interested in joining is welcome.

Assistant Superintendent for Curriculum and Instruction provided an AI update

- Members of the Onteora Instructional Staff, including building principals, our Technology Director, teachers, library media specialists, and school counselors, are participating in the Ulster BOCES AI Circle experience to collaborate and learn with other districts around the mid-Hudson region. The AI circle provides a structured space to experiment with AI tools, test ideas, and refine instructional approaches designed to help districts integrate AI meaningfully into their practice. I've asked our team to use this place as a space to dream, experiment, and wonder outside of our comfort zone to reimagine what AI might bring to the district.

- Along with Superintendent McLaren, the same team members are engaged in the COSN AI Readiness review with Dr. Juli Ross-Kleinmann from Ulster BOCES. Juli presented the COSN process to the BOE last year, and we are fortunate to be part of the pilot program to help the district reflect upon its implementation readiness. This process supports our thinking on the district's readiness level for implementing AI in the areas of

academic AI literacy among both staff and students, data, technical, legal, and security readiness. We will work to define and explore our concerns as well as create a roadmap to implementation, including recommendations to the BOE on an AI policy.

7.02 Superintendent to Provide Information on Capital Project, Propositions, and December 10 Special Vote 72 - 84

Revised Path, Capital Project Presentation.pdf

8. Board District News

8.01 The Board will report District News

Trustee Bishop

- Shared that the middle school play, *The Catskill Witch*, produced by students and directed by Mr. S, was *spectacular*. The cast consisted of 7th- and 8th-grade students, and the performance was very well received.
- Reported that trustees have been putting in additional time to be available to the public. Trustees will continue speaking at community events about the voting process and the upcoming propositions. They are also distributing early-mail ballot applications and doing everything they can to support the community.

Trustee Knutsen

- Provided an update on the district book club, which is reading *The Anxious Generation*. Trustee Knutsen expressed a desire to see more parents join the discussions.
- The next meeting will be held on December 1st and will focus on Section 3, addressing what communities can do to support children. Participants are encouraged to read Sections 1 and 2 beforehand if they are just joining.
- *Book Summary:* The book argues that today's children are growing up with less free play and more digital immersion, contributing to rising levels of anxiety and social difficulties. It examines cultural and technological changes affecting youth mental health and offers strategies for helping children thrive.

Trustee Jared

- Thanked the PTA's and Booster Club for organizing the Halloween and Fall Festivals.
- Reported that the groups are now preparing for holiday boutiques and noted that they can always use additional volunteers at this time of year.
- Encouraged the public to watch for community events, emphasizing that the school benefits greatly from the work of these organizations.

Trustee Mitchell-Marell

- Reported that it is Spirit Week at Woodstock Elementary School.
- Added that the Woodstock Book Fair is also taking place this week.

Trustee Goodrich

- Commented on his enjoyment of *The Catskill Witch* performance, noting how comfortable and engaged students were during the post-show interaction with the audience.
- Reported that several trustees attended the NYSSBA Convention and provided a summary of the sessions he attended.

Trustee Jerome

- Also praised *The Catskill Witch*, describing it as an exceptional production and encouraging attendance at future performances.

9. Student Representative Report

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

Student Representative Jenny Albright provided the following updates:

- **National Honor Society:** Reported that the NHS “Socktober” initiative was very successful. Students collected and donated socks throughout the month.
- **Food Drive:** Donation boxes have been placed throughout the district. At least ten boxes of food have already been collected, with contributions coming in

from multiple locations.

- **Winter Sports:** Winter sports have officially begun, with today marking the second day of practices.
- **Coat Drive:** The annual coat drive will be starting up soon.
- **Woodstock Events:** Woodstock Elementary recently held its Holiday Craft Fair, which had strong participation.
- **Middle School:** Middle School Spirit Week is taking place this week.

10. Acknowledge Public Be Heard Comments

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

Cindy O'Connor

Daniel Aliberte

Stephanie Bryant

Adam Synder

Frances Knutsen

Ursala Hallinan

11. Public and Student Comment

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

12. Discussion and Possible Action

12.01 Discuss District Goals for 2025-2026 (40 mins)

The Board of Education engaged in an initial conversation regarding the development of district goals for the 2025–2026 school year. Trustees discussed a range of priority areas, including student attendance, academic achievement, AI development and integration, and overall school culture and climate.

During the discussion, the Board referenced the Ellenville Central School District Goals as a comparative framework. Trustees agreed to continue refining and developing the

district's goals at the next board meeting.

13. **Break**

13.01 The Board will take a 5 minute break if needed

14. Consent Agenda

14.01 Approve Consent Agenda

The Board hereby approves item numbers 14.02 - 14.16

Moved by: Emily Mitchell-Marell
Seconded by: Jenny Jared

Yea	Jenny Jared, Rory Smith, Cindy Bishop, Emily Mitchell-Marell, Clark Goodrich, Caroline Jerome, and Eric Knutsen

Motion Carries 7-0

14.02 Approve Board of Registration for the December 2025 Special District Vote

The Board of Education hereby approves the Board of Registration for the December 2025 Special District Vote

Carried

Board of Registration 25 Special Vote.pdf

14.03 Approve Corrective Action Plan

The Board of Education hereby approves the Corrective Action Plan for the school year ended June 30, 2025, as attached.

Carried

CAP 24-25.pdf

14.04 Approve Volunteers

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

Charlet Cairo
Mindy Mackenzie
Kenneth Skrzesz

Carried

14.05 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

14.06 Donation to Athletic Department

The Board of Education hereby accepts the donation of a wrestling light, valued at $3,000.00, to the Athletic Department for use by the Wrestling Team.
This donation has been generously provided by Primo Tetta, Steven Blakely, Brian Burns, Billy Mayhon, and Brian Blakley.

Carried

14.07 Inter-School Transfers

The Board of Education hereby approves the following Inter-School Transfers:

Grade 4- From Woodstock to Bennett - effective 11/3/2025

Carried

14.08 Personnel Agenda

The Board of Education hereby approves the personnel agenda as attached

Carried

11-18-25 personnel agenda.pdf

14.09 SEQRA Type II

WHEREAS, the Board of Education of the Onteora Central School District (the "Board") seeks to undertake a capital project involving improvements at the following school sites: Onteora Jr/Sr High School (the "Project");

WHEREAS, the Project includes the following:

1. Onteora Jr/Sr High School:
    a. Elevator upgrades.
    b. Plaster ceiling repairs and abatement.
    c. MS Gym flooring replacement.
    d. Electrical panel upgrades.

WHEREAS, the Project is subject to classification under the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, pursuant to 6 NYCRR §617.5(c)(10) of the SEQRA regulations, the routine activities of educational institutions, including expansion of existing facilities by less than 10,000 square feet of gross floor area, are classified as Type II actions; and

WHEREAS, pursuant to 6 NYCRR §617.5(c)(2) of the SEQRA regulations, the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes within the thresholds in section 617.4 of SEQRA, are classified as Type II actions; and

WHEREAS, pursuant to 6 NYCRR §617.5(c)(1), maintenance or repair involving no substantial changes in an existing facility or structure is a Type II action; and

THEREFORE, BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools and the District's architects, CPL Architecture – Engineering – Planning, the Board hereby determines that the project is a Type II action which, by

definition, does not have a significant impact on the environment and which requires no further review pursuant to 6 NYCRR §617.5(c)(1) of the SEQRA regulations; and

BE IT FURTHER RESOLVED, that the Board shall hereby forward an official copy of this resolution together with any required request for approval of the Project to the New York State Education Department.

Carried

14.10 Budget Transfers

The Superintendent recommends the transfer of funds from the Unemployment Reserve to the Unemployment Insurance budget code to pay for NYS Unemployment Insurance billing. This expense is not budgeted in the general fund due to the existence of the reserve funds designated for this purpose.

Transfer Amount*- $6,250.72 f*rom Reserve A815

***Description*- Unemployment Reserve**

To Budget Code- A9050.800-10

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- $9,978.68 from Reserve A867

Description- Employee Benefit Reserve

To Budget Code- A9089.803-10

Carried

14.11 Distraction-Free State Aid

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.

NYSED

A3289 Other State Aid***$5,995.00***

Carried

14.12 JUUL Settlement

The Superintendent recommends acceptance of a settlement payment to fund preventative and educational programs to combat youth vaping totaling $13,232.62, from Ulster BOCES. The Superintendent recommends approval to increase the 2025-2026 Budget per the following aid:

Ulster BOCES

A2110.430-01 JUUL***$13,232.62***

Carried

11-18-25 JUUL.pdf

14.13 Financial Report

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

Carried

14.14 Warrants

The Board of Education has reviewed and hereby accepts Warrant Schedule 4

Carried

14.15 Salary Advancements

The Board of Education hereby approves the attached salary advancements retroactive to September 1, 2025

Carried

Salary Advancement .xlsx - 2025.pdf

14.16 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, #11/25, Confidential, as reviewed by Trustee Mitchell-Marell

Carried

15. Contracts and Independent Contractor Retainers

15.01 Approve all Contracts and Independent Contractor Retainers

The Board hereby approves item numbers 15.02 - 15.04

Moved by: Emily Mitchell-Marell
Seconded by: Jenny Jared

Yea Jenny Jared, Rory Smith, Cindy Bishop, Emily Mitchell-Marell, Clark Goodrich, Caroline Jerome, and Eric Knutsen

Motion Carries 7-0

15.02 Approve Inter-Municipal Agreement with Kingston City School District

The Board of Education approves the Intermunicipal Agreement with Kingston City School District to transport any eligible homeless student as attached, and authorizes the Superintendent to sign such agreement.

Carried

2025-2026 Displaced IMA - Onteora.pdf

15.03 D. Young - Concert Accompanist, Woodstock

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 Daniel Young retained as Accompanist effective November 19, 2025 to June 26, 2026 at a rate of $55 per rehearsal and $110.00 per concert to a maximum rate of $500.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

D. Young ICR.pdf

15.04 Early Interventions LBA NY PLLC

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 Early Interventions Licensed Behavior Analyst NY PLLC retained as BCBA/LBA effective to November 19, 2025 to June 30, 2026 at a rate of $205.00 per day to a maximum of $30,000.00 and authorizes the Superintendent to sign such an agreement.

Carried

Early Interventions LBA NY PLLC.pdf

16. Policies

16.01 First Reading of Policy 1512 Public Be Heard: Board Meetings 97 - 98

Policy 1512 Public Be Heard .pdf

16.02 Second Reading and Adoption of Policy 4212 Organizational Chart 99

Policy 4212 Organizational Chart November 2025.pdf

The Onteora Board of Education hereby adopts policy 4212 as written 99

Moved by: Jenny Jared

Seconded by: Emily Mitchell-Marell

Yea Jenny Jared, Rory Smith, Cindy Bishop, Emily Mitchell-Marell, Clark Goodrich, Caroline Jerome, and Eric Knutsen

Motion Carries 7-0

16.03 Second Reading and Adoption of Policy 5570 Audit Committees 100 - 101

Audit Committee 5570.pdf

The Onteora Board of Education hereby adopts policy 5570 as written 100 - 101

Moved by: Rory Smith

Seconded by: Eric Knutsen

Yea Jenny Jared, Rory Smith, Cindy Bishop, Emily Mitchell-Marell, Clark Goodrich, Caroline Jerome, and Eric Knutsen

Motion Carries 7-0

16.04 Second Reading and Adoption of Policy 7223 Graduation Ceremonies 102

Graduation Ceremonies Policy 7223.pdf

The Onteora Board of Education hereby adopts policy 7223 as written 102

Moved by: Caroline Jerome

Seconded by: Clark Goodrich

Yea Jenny Jared, Rory Smith, Cindy Bishop, Emily Mitchell-Marell, Clark Goodrich, Caroline Jerome, and Eric Knutsen

Motion Carries 7-0

17. Committee Reports

17.01 Updates from Board Committees

Trustee Jared

- Reported that the Academic Achievement Ad Hoc Committee had a very productive initial meeting exploring the scope of the committee, and how it can support the Board's Academic Goal for the coming year. They discussed the really fantastic growth in our students NY State test scores and agreed that it would be a wonderful lens to revisit the MTSS program through. They look forward to discovering more about the great work our districts students, teachers and administrators are all doing and communicating it to the Board and community. They look forward to meeting again after the December 10th Bond vote.
- Additionally noted that the Policy Committee met recently.

Trustee Mitchell-Marell

- Shared that a Facilities Committee meeting is scheduled for tomorrow, November 19, 2025.
- Reported that the Health and Wellness Committee met yesterday, during which members discussed the upcoming "Meet, Greet, and Eat" event as well as plans for building tours.

Trustee Knutsen

- Stated that the Communications Committee has been very active.
- Gave a shout-out to Holly and Renee from Ulster BOCES for their work in creating communication materials.

Trustee Jerome

- Recognized and thanked the Board President and Vice President for working overtime to support district efforts.

Additional Updates

- Short capital project informational videos have been posted on YouTube.

18. Unfinished Business

18.01 The Board will discuss Old Business

Nothing discussed

19. New Business

19.01 The Board will discuss New Business

Nothing discussed

20. Request for Information

20.01 Board Members will Request Information of the Superintendent

Trustee Jared

- Requested information regarding district protocols for Chromebooks, including:
  - The total number of Chromebooks currently in circulation;
  - The replacement schedule or lifecycle plan;
  - Whether the district maintains a target inventory level, given how heavily students rely on these devices.

Trustee Jerome

- Requested an outline of the educational pathway available to a 6th-grade student who shows strong interest or excels in math and science, including potential courses, enrichment opportunities, and accelerated options.

21. Adjournment

21.01 DON'T FORGET TO VOTE ON DECEMBER 10, 2025!

Adjourn the Meeting. Next meeting is December 16, 2025 at Woodstock Elementary School.

The meeting is adjourned at 10:00 pm.

Moved by: Clark Goodrich

Seconded by: Jenny Jared

Yea	Jenny Jared, Rory Smith, Cindy Bishop, Emily Mitchell-Marell, Clark Goodrich, Caroline

Jerome, and Eric Knutsen

Motion Carries 7-0

District Clerk



Onteora Middle School

November 18, 2025

We are Onteora Eagles! Born to Soar, Driven to Rise!

https://youtu.be/ljnGl5nvUJY?si=2wa9W40n7HkkJEq-

Middle School

Why It Matters

- Middle school is the bridge between foundational skills and independent learning.
  Students shift from learning to read (decoding and fluency) to reading to learn (comprehension and analysis).

What This Means

- Literacy becomes the key to success in every subject — science, social studies, math, and ELA.
  Students are expected to extract meaning, evaluate sources, and apply ideas, not just recall facts.

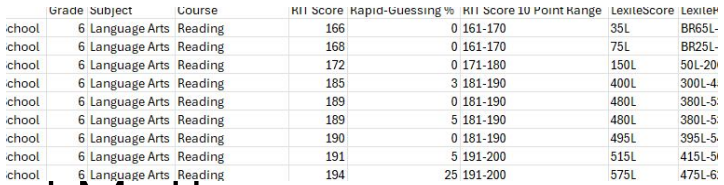
The Impact

- Strong literacy supports lead to higher engagement, confidence, and achievement.
  Early intervention prevents gaps that can limit future learning opportunities.\

Our Role

- Reinforce reading strategies in every content area.
  Encourage curiosity, discussion, and critical thinking across disciplines.

Academic Assessments



	Grade	Subject	Course	RIT Score	Rapid-Guessing %	RIT Score 10 Point Range	LexileScore	LexileH
chool	6	Language Arts	Reading	166	0	161-170	35L	BR65L-
chool	6	Language Arts	Reading	168	0	161-170	75L	BR25L-
chool	6	Language Arts	Reading	172	0	171-180	150L	50L-20
chool	6	Language Arts	Reading	185	3	181-190	400L	300L-4
chool	6	Language Arts	Reading	189	0	181-190	480L	380L-5
chool	6	Language Arts	Reading	189	5	181-190	480L	380L-5
chool	6	Language Arts	Reading	190	0	181-190	495L	395L-5
chool	6	Language Arts	Reading	191	5	191-200	515L	415L-5
chool	6	Language Arts	Reading	194	25	191-200	575L	475L-6

MAPS Testing

- 3 times a year in English and Math
- Combined with Branching Minds
- Identification of areas of strength and needs improvement
- Targeted Interventions
    - Can lead to flexible grouping during AIS sections

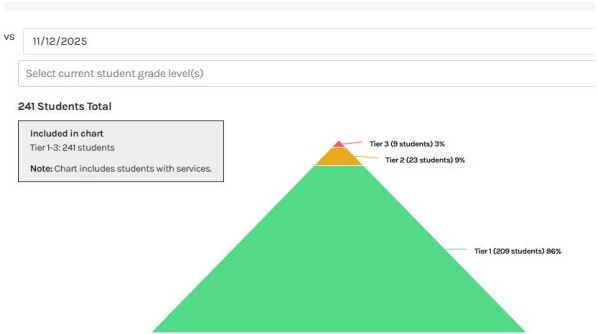
Branching Minds

The use of the platform during Grade Level meetings for academic support of our students.

Full roll out in September for the Middle School

Identification of students for Tiered Level Supports





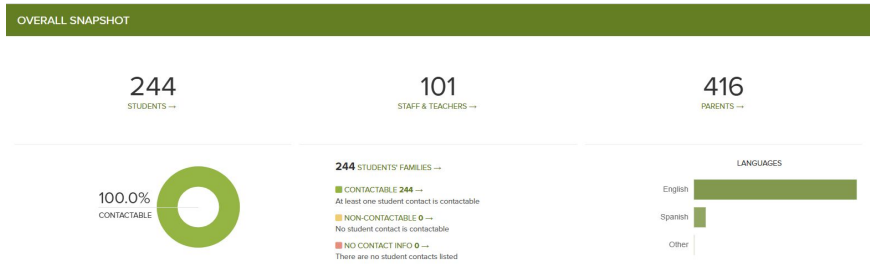
Extra Help & Independent Study

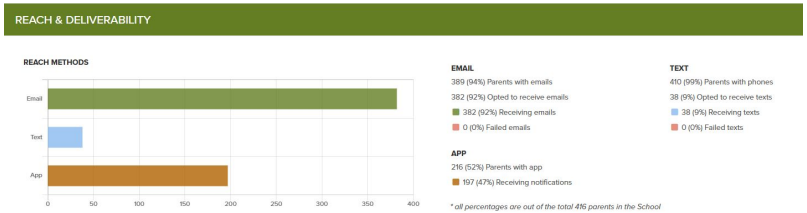
To Support Middle School students, Extra Help is offered during the day 5th period and also after school 4 days a week. It is designed to be an active environment for academic support.

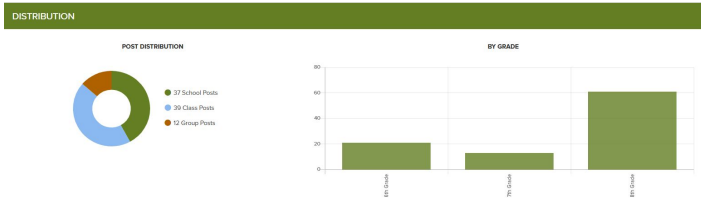
The Independent Study room is more to offer the students a quiet place to work and study if necessary.

Parent Square

- 244 students
- 101 Staff & Teachers
- 416 Parents
- 882 Direct Messages
- 87 Posts







Weekly Family Outreach

Weekly updates to increase parental communication - using ParentSquare and Youtube to extend the reach of the building directly to the families

DS

Weekly video update Sunday Nov 9, 2025

Don Solimene • 3 days ago • Sunday, Nov 9 at 9:38 AM • **Onteora Middle Schoo**

The coaches just informed me that the Field Hockey clinic, for 6th grade students, is sti

Good morning Onteora Middle School Families:

***Please review the 11/09/25 Weekly Update on Youtube**.*

Upcoming Dates & Events:

*00:09 - Monday 11/10 - **Marking Period 2** beings*

:22 - Monday 11/10 - Field Hockey Clinic for our 6th graders is post

*:32 - Tuesday 11/11 - Schools Closed in observance of **Veteran's Da***

*:44 - Wednesday 11/12 - Marking Period 1 grades will **be posted***

:54 - Wednesday 11/12 - Picture Day makeups by appointment

*01 - Monday 11/24 - **Modified Winter Sports begin***



Principal's Weekly Update at OMS

@DSolimene25 · 21 subscribers · 12 videos

Onteora Central School District (https://oms.onteora.k12.ny.us/) ...more

Customize channel | Manage videos

Videos | Playlists | Posts

Latest | Popular | Oldest



Student Council

MS Student Government kicked off in September with a busy general interest meeting. Fifteen students ran for office, petitioning for candidacy with signatures from their classmates, and hanging posters throughout the school.

Close to 150 students voted during lunch on Friday, October 10.



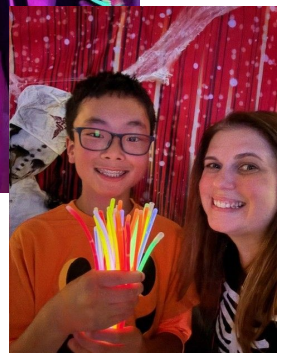


A student ballot counting committee met to count votes in teams on Wednesday, October 15 and results were first shared with members of the student government during a lunch time meeting and then to the entire student body over the loudspeaker during 9th period on Friday, October 17. Students who ran but were not elected were offered class representative positions.

The Grave Rave

National Junior Honor Society hosted The Grave Rave











Booster Club

Middle School Partnership to enrich the environment for our students

- Homecoming Tailgate, Grave Rave, Sledding
- Present at Open House, PTC, & other building based events

Catskill Witch

Ken Skrzesk and the Arts Mid-Hudson collaboration

Created their own original play based on Catskill Folklore

Ken held theater workshops with the 6th grade students on exercises: Centering; Perceiving; Listening; Observing; and Embodying



Upcoming Middle School

Community Connections Day - January 2026

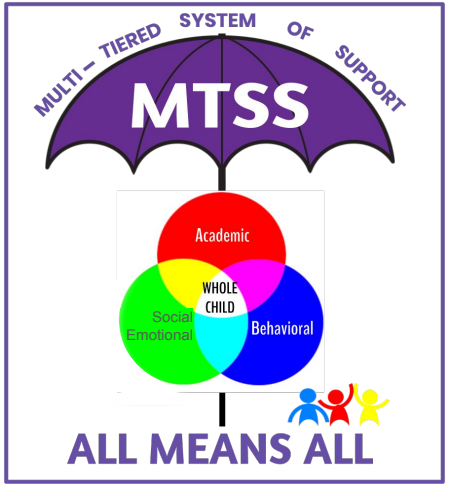
Alternatives to Indoor Recess activities - Games, movies, open gym - Focus is to keep the students active

SRP Day

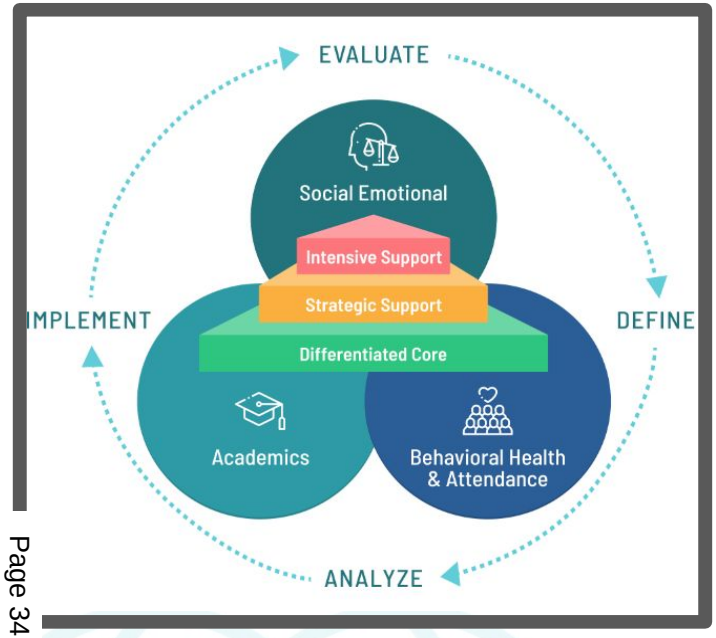
Multi-Tiered System of Supports and Branching Minds

Onteora Central School District
Board of Education November 18, 2025
Elizabeth Fallo, MTSS Coordinator

ONTEORA CENTRAL SCHOOL DISTRICT



Multi-Tiered **SYSTEM** of Support (MTSS)



Multi-Tiered System of Support (MTSS) is a <<system>> that wraps around the entire student body and uses data-driven, collaborative problem-solving to address academic and non-academic (attendance / social-emotional) needs.

Our MTSS Goals:

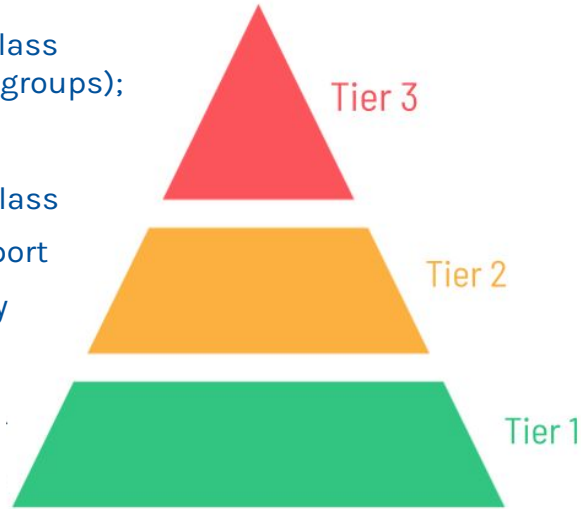
- To achieve positive and equitable outcomes for all of our students.
- Use a problem-solving and prevention model with strong evidence of success using data-based decision-making to inform decisions based on individual student needs.
- Use data to drive our understanding of why students are struggling, find interventions that match, and monitor progress effectively and collaboratively.
- Maintain our commitment to the MTSS system and structures that when implemented with fidelity and rooted in our district's instructional core, result in positive benefits for all students.

Tiers or Levels of Instruction and Intervention

Tier 1: Teachers provide differentiated core instruction to the whole class (ALL students)

Tier 2: Teachers provide differentiated core instruction to the whole class + additional targeted instruction for students in need (often in small groups);

Tier 3: Teachers provide differentiated core instruction to the whole class + additional targeted instruction (often small group) + intensive support (sometimes provided in one-to-one settings). The intensity/frequency and duration of the intervention are considered based upon need.



BRANCHING MINDS

MTSS Data Sources

Academic Performance

- MAP Growth Reports (ELA & Math)
- Renaissance STAR
- Running Records (ELA & Math)
- NY State Assessments
- Standardized Testing
- Report Card /Classroom Grades

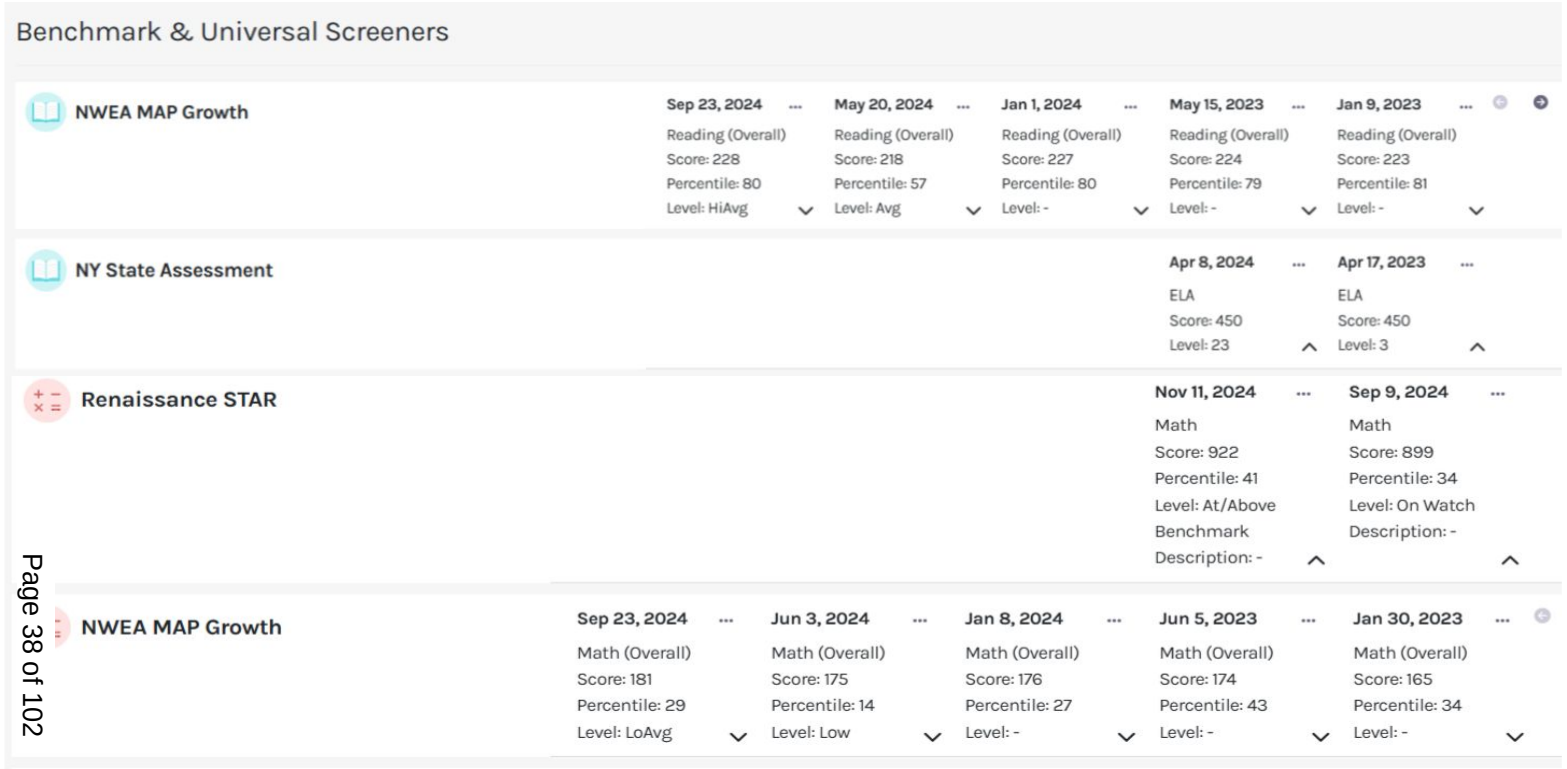
Teacher Input

- Teacher Reports & Observations

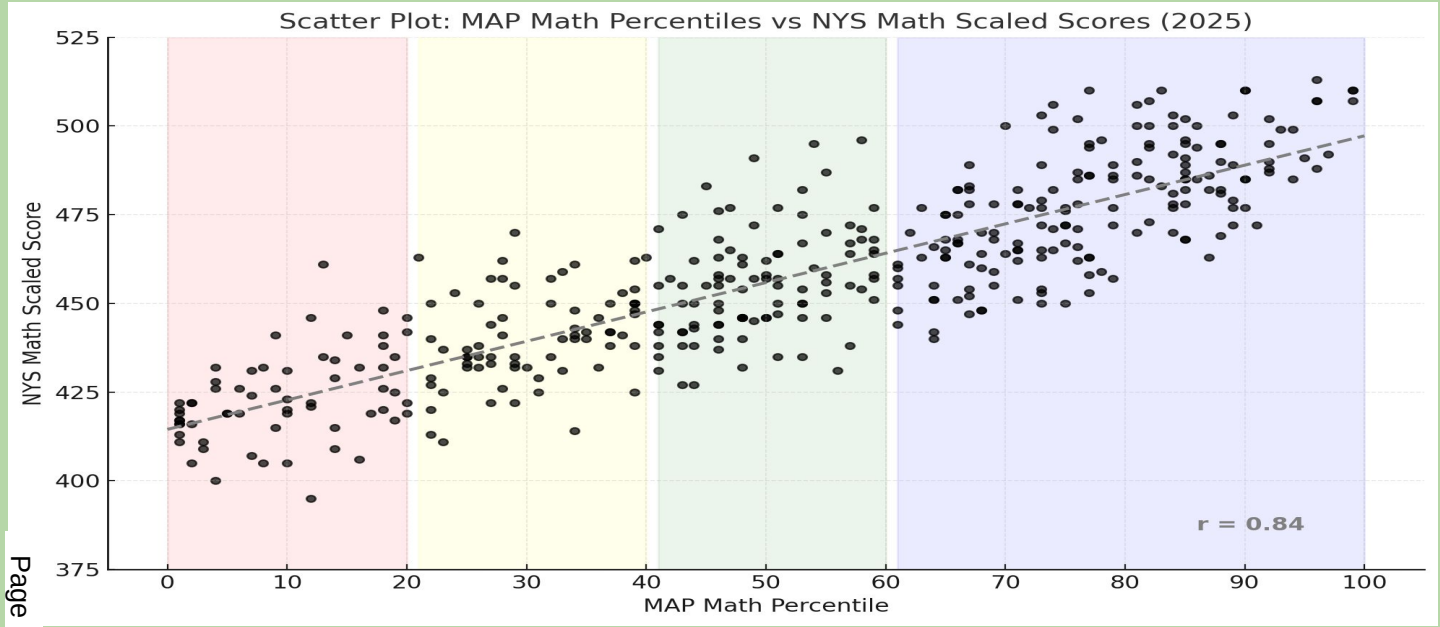
Behavior & Engagement

- Conduct patterns, attendance concerns, executive functioning

Individual Student Example of Assessments

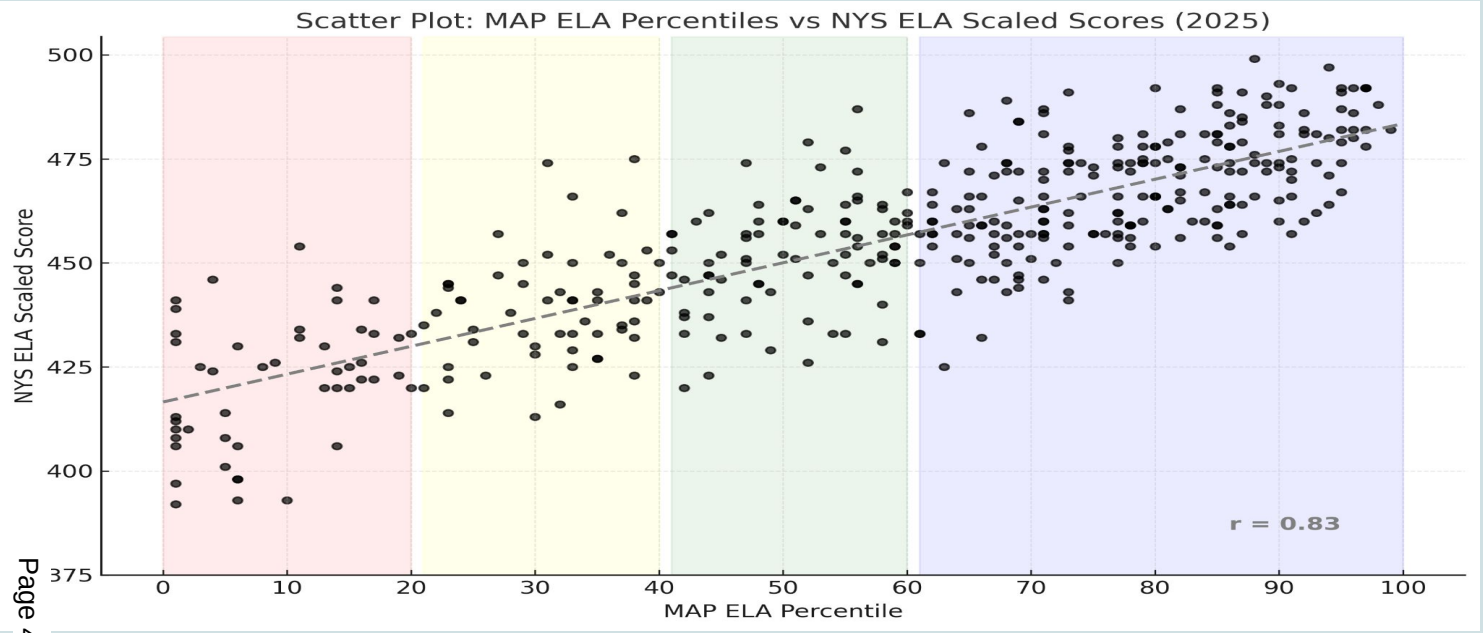


Is MAPs Aligned with NYS?



NYS ELA Scores Aligned with MAPs Assessment

Is MAPs Aligned with NYS?



Math NYS Scores aligned with MAPs Assessment

Adjusting a Student's Program:

A Framework for Support

- Together we identify key strategies for modifying a student's educational program to provide targeted support and ensure their academic success through a cyclical process of intervention, monitoring, and communication.

- By having our team at the table, we gain a comprehensive view of student needs allowing us to consider additional support, even for students who may not meet the criteria for an Individualized Education Program (IEP).

Implement and Adjust Academic Intervention Services (AIS)

- **Identify Needs:** Use a variety of data, including state assessments and student work, to identify specific student needs in ELA and Math.
- **Provide Targeted Instruction:** Offer supplemental, individualized, or small-group instruction that uses multiple approaches and learning strategies to strengthen skills.
- **Align with Classroom:** Ensure AIS is scheduled to provide uninterrupted learning time and that AIS teachers collaborate with classroom teachers.

Expanding Support: Considering Discretionary Services



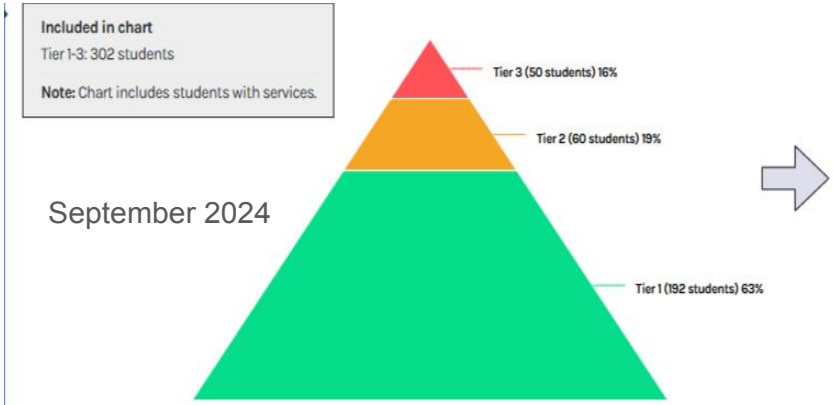
These discretionary services can be provided as general education supports to target specific challenges and enhance student success:

- **Occupational Therapy (OT):** Support for fine motor skills, organization, and sensory processing.
- **Physical Therapy (PT):** Support for gross motor skills, mobility, and physical strength.
- **Speech and Language Services:** Support for communication, articulation, and language comprehension.
- **Counseling:** Emotional and social support to help students navigate challenges and build resilience.
- **Assistive Technology (AT):** Tools and resources (e.g., text-to-speech software, specialized keyboards) to help students access the curriculum.

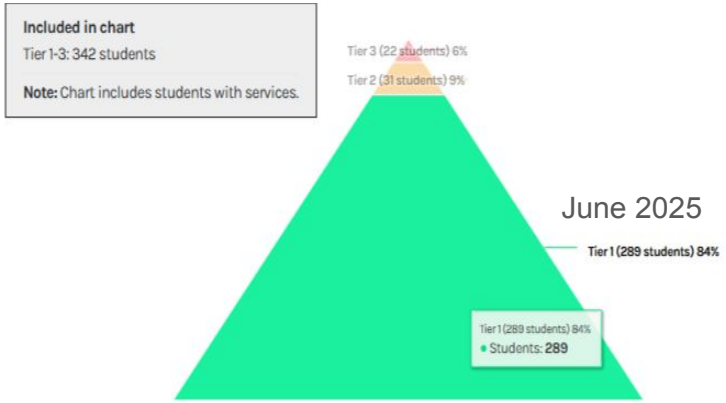
How Do We Monitor and Evaluate Services

- **Establish a Baseline:** Determine a student's current skill level before starting an intervention to track progress effectively.
- **Set SMART Goals:** Create goals that are Specific, Measurable, Attainable, Relevant, and Time-based.
- **Regularly Evaluate:** Continuously assess students to determine if the intervention should be adjusted or discontinued.
- **Communicate Progress:** Discuss observations and progress toward goals, using data and work samples.

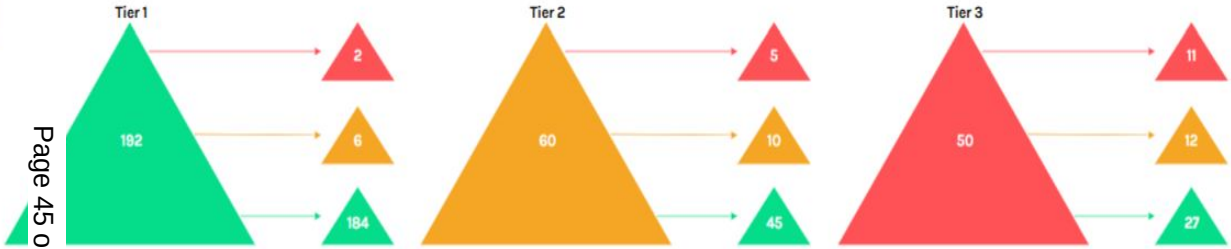
What did we see…

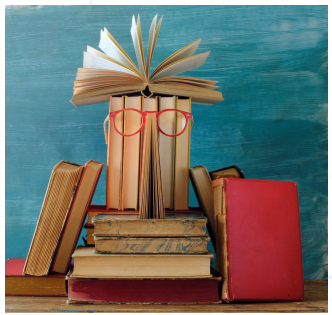


September 2024

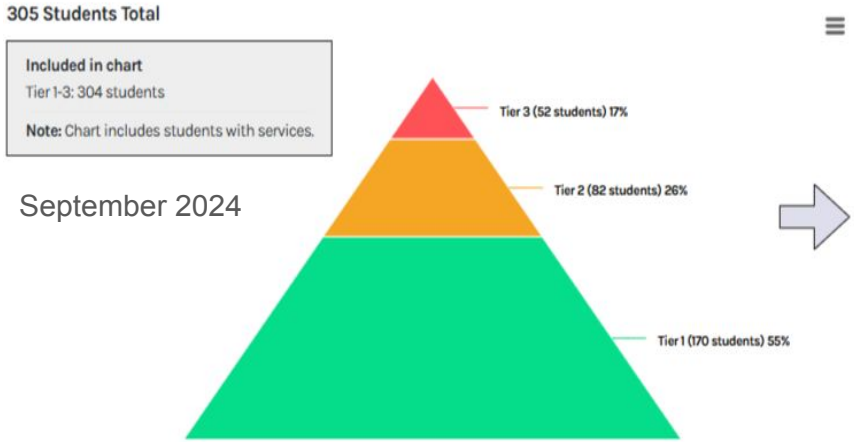


June 2025

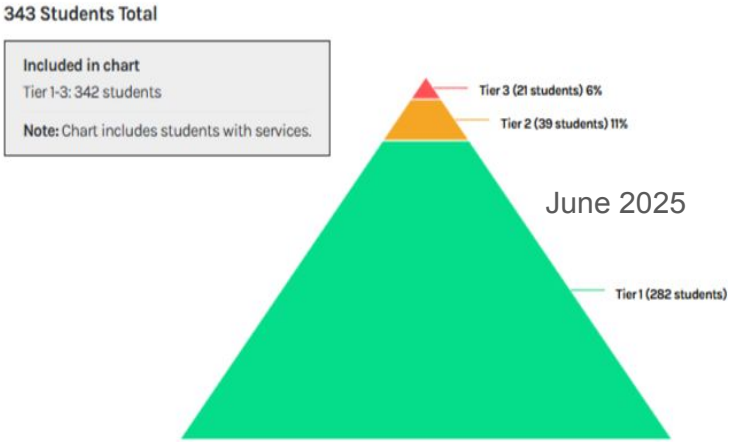




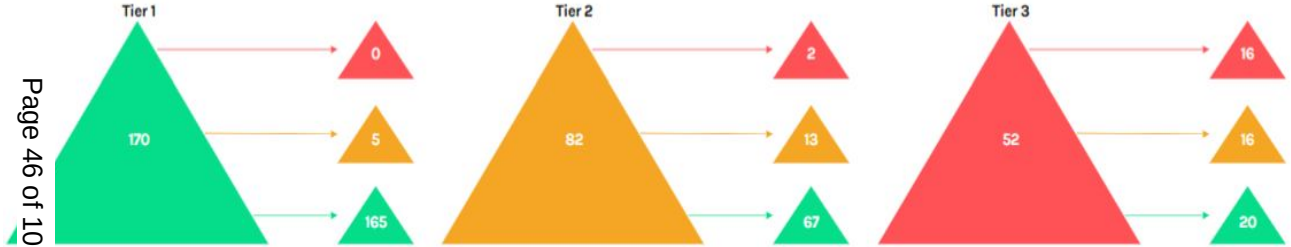
What did we see…



September 2024



June 2025



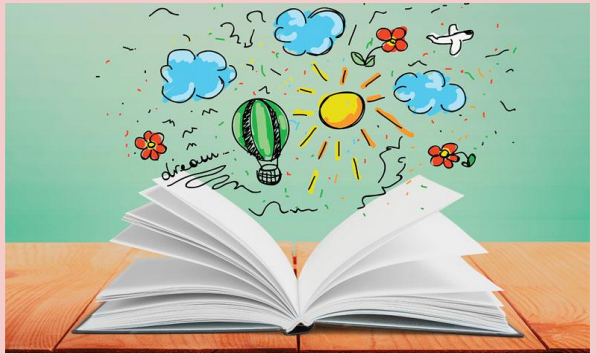


NYS Assessments - Comparing 2024 to 2025

In ELA:

- In 2024, 62 students scored a Level 1
  - 29 students improved to a Level 2
  - 6 improved to a Level 3
  - 1 student improved to Level 4
- 78 students scored a Level 2
  - 44 students improved to a Level 3
  - 5 improved to a Level 4
- 105 students scored a Level 3
  - 44 students earned a Level 4

Over 75% of our students improved their scores on the NYS ELA assessment
And
Over 44% of our students improved their scores enough to go up an entire level!



NYS Assessments - Comparing 2024 to 2025

Look how we've grown!

In Math:

- In 2024, 63 students scored a Level 1
  - 23 students improved to a Level 2
  - 4 students improved to a Level 3
- 91 students scored a Level 2
  - 49 students improved to a Level 3
  - 5 improved to a Level 4
- 116 students scored a Level 3
  - 38 improved to a Level 4

Over 76% of our students improved their scores on the NYS Math assessment
And
Over 40% of our students improved their scores enough to go up an entire level!



- Continue work with teams and Progress Monitoring
- Strengthen our Elementary School Practices
- Establish stronger MTSS practices at the Middle School
- Continue to work with Branching Minds as our data platform




QUESTIONS

ONTEORA
CENTRAL SCHOOL DISTRICT



STUDENTS. SAFETY. SUSTAINABILITY.

A Revised Path to Onteora's Future

Capital Project Vote
December 10, 2025

REVISED PLAN, STILL NO TAX INCREASE

WE LISTENED:

- Keep Grade 5 part of the Elementary School.
- Address highest priority safety and infrastructure improvements.
- Overall price is 40% lower; borrowing is cut by more than half.
- Separate Bennett expansion from Central Campus upgrades.

Keeping K-5 students together is a high priority goal for academic, social, and emotional benefits.

PROPOSITION 1:
CREATE A K-5 ELEMENTARY SCHOOL

SPACE FOR MORE K-5 STUDENTS

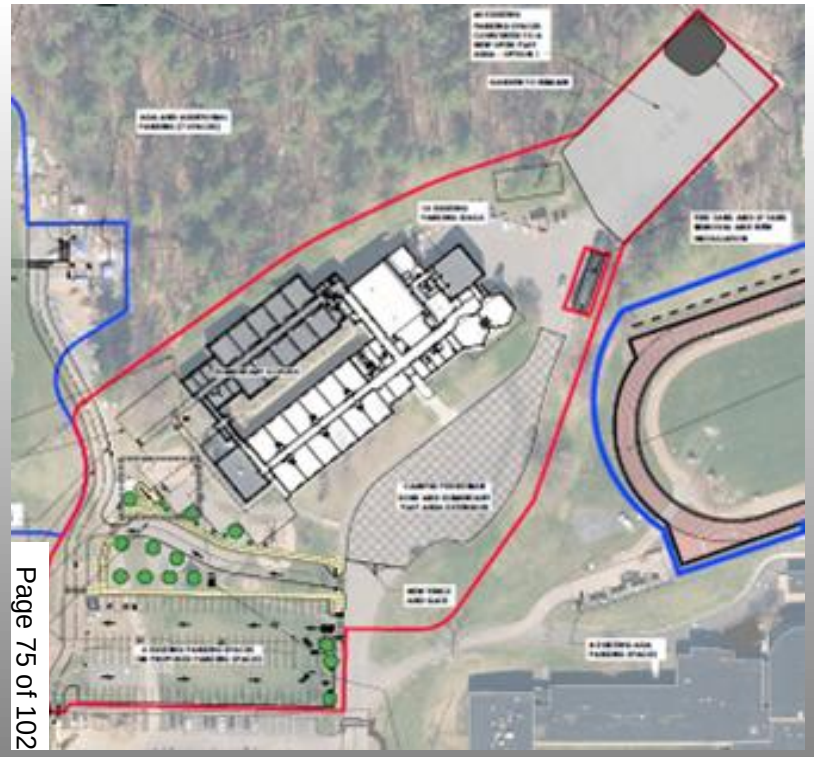


- 8 new classrooms
  Restrooms in K classrooms & hallway
- New Art Room
- Expanded Library
- New primary entrance
  Security vestibule & Main Office
- Exterior-access restrooms

The K-5 grade configuration is preferred by the Board of Education and the Administration.

PROPOSITION 1:
CREATE A K-5 ELEMENTARY SCHOOL

STRENGTHEN INFRASTRUCTURE AT BENNETT



- Electrical service updates
  Including A/C in New & Renovated Spaces
- New boilers
- Safer drop-off / pick-up loop
- Relocated outdoor play space & parking
- Replacement of sanitary sewer line
- Drainage system adjustments
  At front of school and bus loop exit
- Fuel tank relocation & replacement

HOW PROPOSITION 1 WILL SHAPE THE FUTURE

PROP 1 WILL DETERMINE GRADE 5 LOCATION

If Prop 1 is approved:
K-5 at Bennett and 6-8 at the Middle School

If Prop 1 is not approved:
K-4 at Bennett and 5-8 at the Middle School

The Board of Education voted to close Woodstock Elementary and transition to a Central Campus starting in fall of 2028.

PROPOSITION 2:
K-12 RENOVATIONS & INFRASTRUCTURE UPGRADES

AT BENNETT: BUILDING UPDATES & MODERNIZATIONS

- Modernize, expand 2 Music Rooms







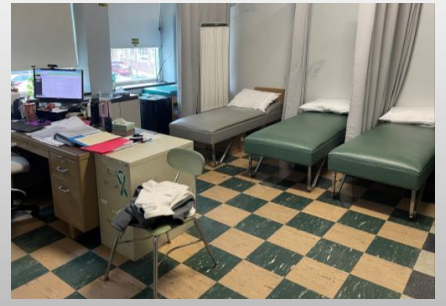
- Restroom renovations
  Expanding accessibility
- Ceiling and lighting upgrades
  Improving efficiency
- New windows
  Wall restoration as needed

PROPOSITION 2:
K-12 RENOVATIONS & INFRASTRUCTURE UPGRADES

AT MS/HS: BUILDING UPDATES & MODERNIZATIONS

- Modernize 3 HS Science Classrooms







- Renovate Nurses' Suite
  Improving privacy
- Address drainage at athletic grass fields
  Expanding accessibility
- Resurface track
  A community resource

PROPOSITION 1 FUNDING

SAVINGS PROJECTED TO EXCEED COSTS

Cost: $26.9 million
A bond is similar to a home mortgage

Paid by: State Aid and savings from Central Campus efficiencies

No increase in the tax levy.

EACH YEAR:

Bond payment: $2.4 million

State Aid revenue: $687,600

Savings: $3.2 million

PROPOSITION 2 FUNDING

NO BORROWING NEEDED FOR PROP 2 PROJECTS

Cost: $15 million

Paid by: State Aid, voter-approved Capital Reserve, and cash on hand

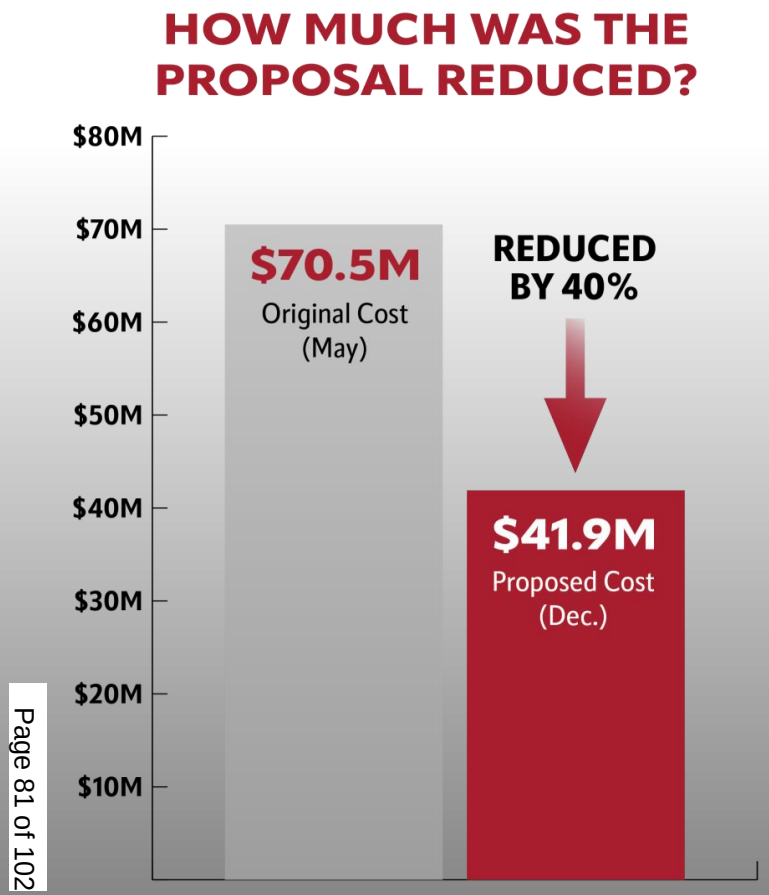
EACH YEAR:

State Aid revenue: $402,000

No bond = no payments, no interest, no increase to the tax levy

These kinds of "nuts and bolts" projects keep buildings in good operating condition and set a foundation for the future.

FISCAL SUSTAINABILITY



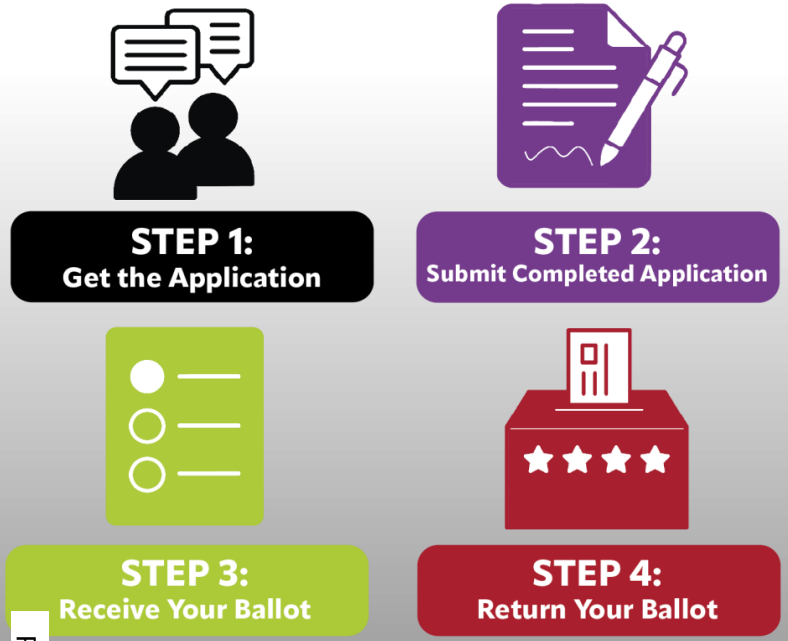
A CUSHION FOR THE FUTURE

Together: Savings after bond payments = more than $1.7 million *each year*

Savings projected to increase each year after factoring in inflation

Protection against future rising costs or government funding cuts

VOTE: EARLY MAIL BALLOT



DETAILS: onteora.k12.ny.us/VOTE

- Skip the lines on December 10
- Applications available online and throughout the community
- Apply by December 3 to get your ballot by mail
- Apply by December 9 to get your ballot in person
- **Return your ballot by December 10**

VOTE: IN PERSON ON WEDNESDAY, DECEMBER 10

TWO PROPOSITIONS THAT SHAPE ONTEORA'S FUTURE

Each ballot will include "Yes" or "No" options for two separate propositions.

	YES	NO
PROPOSITION 1	◯	◯
PROPOSITION 2	◯	◯

VOTE on Wednesday, December 10

- Onteora Middle/High School
- 7 AM to 9 PM

Special Vote Day Ballot Drop Box

- Only for Early Mail Ballots
- Woodstock Elementary School
- 7 AM to 5 PM

onteora.k12.ny.us/VOTE

STUDENTS. SAFETY. SUSTAINABILITY.

A Revised Path to Onteora's Future





onteora.k12.ny.us/REVISEDPATH

- FAQs
- Voting Directions
- Photos of current conditions
- Design concepts of Onteora's future

ONTEORA
CENTRAL SCHOOL DISTRICT

Onteora Central School District
Boiceville, New York 12412
2025 BOARD OF REGISTRATION
VOTING December 10, 2025 7:00 A.M.- 9:00 P.M.
Chairperson: Amanda Gates

	BOICEVILLE
Chief Registrars	Debra D'Aprile, Carol West
Key Masters	Melodie Whispell, Del Umbers
Key Master – substitute	Paul Escudero, Christina Himberger
Ballot Masters	Elisa Moses
Ballot Master – substitutes	Margaret Harkin, Alexandria Weir, Dawn Stevens
Assistant Clerk	Kimberly Cole

RATE OF PAY

Chief Registrars and Assistant Clerk	$200.00 / 7 hours
Keymasters on Voting Day, December 10, 2025	$150.00 / 7 hours
Ballot Masters	$150.00 / 7 hours

BOE approved:

ONTEORA CENTRAL SCHOOL DISTRICT

PO Box 300, 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

MEMORANDUM

TO: Victoria McLaren, Superintendent of Schools

FROM: Monica LaClair, Assistant Superintendent for Business

RE: Corrective Action Plan for Annual Audit Performed by West & Co.

DATE: October 10, 2025

CORRECTIVE ACTION PLAN

Response to Management Letter of September 30, 2025

Prior Year Findings:

With respect to **Prior Year Findings, Item #1 Disbursement Testing,** the external auditor noted that only 3 out of 40 purchase orders were dated after the date of the invoice. Effective 10/1/25, the district will continue to review diligently so that these errors do not occur.

With respect to **Prior Year Findings, Item #2 Extraclassroom Activity Fund**, this finding has been corrected.

With respect to **Prior Year Findings, Item #3, General Fixed Asset Group of Accounts**, it was noted that an asset was added twice. Effective 10/1/25, the district will continue to review diligently so that these errors do not occur.

With respect to **Prior Year Findings, Item #4 Extraclassroom Activity Fund**, this finding has been corrected.

Current Year Findings:

With respect to **Current Year Findings, Item #1, Extraclassroom Activity Fund,** it was noted that a club advisor used the District's sales tax exemption. Effective 10/1/25, the Treasurer ensured that all clubs received and signed off on copy of Pamphlet #2 and understood specifically that as a Club they are not exempt from sales tax.

With respect to **Current Year Findings, Item #2, Summer Handicap 4408,** it was noted that several years' worth of receivables remained on the books. Effective 10/1/25, these receivables have been written off.

With respect to **Current Year Findings, Item #3, Claims Audit Process,** it was noted that inconsistencies were found in some of the claim packets reviewed by the Claims Auditor. Effective 10/1/25, the district has created a streamlined process in order to minimize any future errors.

With respect to **Current Year Findings, Item #4, Unassigned Fund Balance,** it was noted that the District exceeded its 4% fund balance. The District intentionally maintained this excess fund balance to help offset any borrowing needed for an upcoming Capital Project that will be presented to voters. By June 30, 2026, the additional unappropriated funds will be applied toward a voter-approved Capital Project, transferred to a voter-approved Capital Reserve, or allocated to other reserve funds as determined by the Board of Education and our unappropriated will return to the 4%.

Personnel Agenda for BOE Meeting 11/18/2025

LEAVE OF ABSENCE: INSTRUCTIONAL

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
3900	10/29/25– 12/31/25*	Intermittent FMLA
3920	10/29/25 – 12/02/25	FMLA
4127	01/06/26 – 04/17/26	Parental Leave of Absence

pending return date

LEAVE OF ABSENCE: NON - INSTRUCTIONAL

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
3189	12/22/25 – 02/06/26	Medical Leave- Worker's Compensation
4007	10/29/25 – 11/14/25	FMLA

ADMINISTRATIVE LEAVE OF ABSENCE

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
040125	11/19/25 – 12/16/25	Extended leave and reassigned pursuant to Superintendent
111325	11/13/25 – 12/16/25	Paid Administrative Leave

TEMPORARY APPOINTMENT: INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	RATE
Garcia-McWhinnie, Elena	Teacher- Foreign Language/High School	11/19/25 – 12/31/25**	MA Step 22

anticipated dates

EXTRA DUTY STIPENDS

NAME	POSITION	AMOUNT
Bennett, Aaron	Basketball-Modified- Head Coach (boys)	RESCIND
Bennett, Aaron	Basketball-JV- Head Coach (boys)	$4,300.00
Burkhardt, Patrick	Track-Winter-Assistant Coach (Volunteer)	-$0-
Kleine, Kylie	Basketball-Modified- Head Coach (boys)	$2,850.00
Gallin, Anne	Spanish Club Advisor – HS	$2,000.00 (prorated)
Hadley, Karen	Chess Club	$1,350.00
Bruck, Jennifer	7th Grade Trip Coordinator	$1,118.00 (split 3 ways)
Hoyt-Friedman, Jacob	7th Grade Trip Coordinator	$1,118.00 (split 3 ways)
Matteson, Lori	7th Grade Trip Coordinator	$1,118.00 (split 3 ways)
Skrzesz, Ken	Musical Director	$4,442.00

Dizon, Marilyn	Musical- Orchestra Director	$926.00
Carroll, Brittany	Musical- Vocal Coach	$1,295.00
Wentland, Jennifer	Musical Coordinator	$555.00

APPOINTMENT: NON-INSTRUCTIONAL
PROBATIONARY APPOINTMENT

NAME	POSTION	EFFECTIVE DATE FROM -TO	REMARKS
Anderson, Paul***	Building Maintenance Worker II	12/01/25 – 05/31/26	Step 6

pending pre-employment processing

APPOINTMENTS: NON – INTRUCTIONAL
PART TIME

NAME	POSITION	EFFECTIVE DATE	REMARKS
Curtis, Krystle	Food Service Helper	11/19/25	From substitute to PT, Step 1

SUBSTITUTE

NAME	POSITION	RATE
Bitting, Dawn***	Teaching Assistant (uncertified)	$105.00/day
Bitting, Dawn***	Registered Nurse	$195.00/day
DeFelicis, Louis***	Custodial Worker	$16.00/hour
Demosthenes, Elizabeth***	Teacher (certified)	$155.00/day
Demosthenes, Elizabeth***	Teaching Assistant (certified)	$120.00/day
Kaufman, Jonathan***	Teacher (uncertified)	$120.00/day
Wright, Ryan***	Teacher (uncertified)	$120.00/day
Wright, Ryan***	Teaching Assistant (uncertified)	$105.00/day

pending pre-employment processing

RESIGNATION: NON - INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	REMARKS
Black, Breanna	Teaching Assistant/Middle School	11/26/25	Personal

RESIGNATION: NON - INSTRUCTIONAL

NAME	POSITION	EFFECTIVE DATE	REMARKS
Berryann, Julia	Food Service Worker, Part Time	10/21/25	Personal

ONTEORA CENTRAL SCHOOL DISTRICT

PO Box 300, Boiceville, NY 12412
ph. 845.657.6383x1032 • fax 845.657.8742
www.onteora.k12.ny.us

BUSINESS OFFICE
DEBRA D'APRILE
District Treasurer
ddaprile@onteora.k12.ny.us

Memo

To: District Clerk

From: Debra D'Aprile

Date: October 24, 2025

Re: State Aid JUUL Settlement and Budgetary Adjustment

The Superintendent recommends acceptance of a settlement payment to fund preventative and educational programs to combat youth vaping totaling $13,232.62, from Ulster BOCES. The Superintendent recommends approval to increase the 2025-2026 Budget per the following aid:

Ulster BOCES
A2110.430-01 JUUL ***$13,232.62***

Salary Advancements November 18, 2025 BOE Meeting, retroactive to September 1, 2025								
Name	Position	School	Current Step	Current Credit Hours	Current Salary	Added Credit Hours	Add'l Money	Salary After Advancement
Blake, Courtney	School Social Worker	WD	11	36	$92,350.00	6	$936.00	$93,286.00
Burch, Erin	Physical Therapist	District	9	10	$88,252.00	3	$468.00	$88,720.00
Constant, Geordana	ELA Teacher	MS	9	45	$88,252.00	6	$936.00	$89,188.00
Countryman, Kristina	Reading Teacher	BN	20	51	$113,843.00	3	$468.00	$114,311.00
Decker, Brandi	Special Educator	WD	7	34	$84,137.00	3	$468.00	$84,605.00
Downs, Kelly	Elementary Teacher	MS	22	54	$123,304.00	6	$936.00	$124,240.00
Evans, Phyllis	Elementary Teacher	WD	22	36	$123,304.00	6	$936.00	$124,240.00
Ferraro, Aubree	Math Teacher	HS	21	42	$118,576.00	3	$468.00	$119,044.00
Harkin, Alexandra	Speech Therapist	BN	8	42	$86,196.00	3	$468.00	$86,664.00
Heekin, Molly	Elementary Teacher	WD	19	21	$109,117.00	3	$468.00	$109,585.00
Heppner, Shandell	Elementary Teacher	BN	5	0	$80,006.00	3	$468.00	$80,474.00
Joslin, Rebecca	LOTE Teacher	HS	11	18	$92,350.00	3	$468.00	$92,818.00
Katz, Emily	ENL Teacher	MS	11	15	$92,350.00	6	$936.00	$93,286.00
Kovac, Amanda	Reading Teacher	BN	14	6	$98,388.00	3	$468.00	$98,856.00
Mernin, Rosalie	School Social Worker	District/HS	7	6	$84,137.00	6	$936.00	$85,073.00
Millman, Jacob	Special Educator	WD	10	36	$90,319.00	6	$936.00	$91,255.00
Mundy, Samantha	Special Educator	BN	10	24	$90,319.00	3	$468.00	$90,787.00
Parisian, Erika	Elementary Teacher	WD	10	9	$90,319.00	3	$468.00	$90,787.00
Petriski, Lauren	School Psychologist	BN	7	57	$84,137.00	3	$468.00	$84,605.00
Proietti, Shaina	Science Teacher	MS	6	3	$82,077.00	6	$936.00	$83,013.00
Quigley, Katrina	Special Educator	BN	4	12	$78,001.00	6	$936.00	$78,937.00
Reiten, Nina	Occupational Therapist	BN	22	54	$123,304.00	3	$468.00	$123,772.00
Rushford, Michael	Health Teacher	MS/HS	15	0	$100,601.00	6	$936.00	$101,537.00
Ryan, Matthew	PE Teacher	BN/WD	22	48	$123,304.00	6	$936.00	$124,240.00
Samuelsen-Grimm, Karen	Family/Consumer Science Teacher	MS	16	27	$103,072.00	3	$468.00	$103,540.00
Schupp, Alissa	Elementary Teacher	BN	9	24	$88,252.00	6	$936.00	$89,188.00
Sidler, Anita	Art Teacher	MS/HS	8	36	$86,196.00	6	$936.00	$87,132.00
Smith, Sam	School Counselor	MS/HS	8	0	$94,815.60	3	$514.80	$95,330.40
Sorace, Corinne	Music Teacher	BN/WD	10	6	$90,319.00	3	$468.00	$90,787.00
Stark, Kaila	English Teacher	MS	6	0	$82,077.00	6	$936.00	$83,013.00
Thomas, Elizabeth	School Social Worker	MS/HS	3	0	$76,064.00	6	$936.00	$77,000.00
Urciuoli, Natalie	Elementary Teacher	WD	14	48	$94,388.00	6	$936.00	$95,324.00
Wentland, Jennifer	Art Teacher	MS/HS	16	24	$103,072.00	3	$468.00	$103,540.00
Wiacek, Megan	Speech Therapist	MS	2	0	$73,756.00	3	$468.00	$74,224.00
Zacchio, Nicole	Occupational Therapist	WD	7	35	$84,137.00	3	$468.00	$84,605.00

INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT made and entered into this 8th day of October, by and between the **BOARD OF EDUCATION OF THE ONTEORA CENTRAL SCHOOL DISTRICT**, with offices at 5203 State Route 28, Boiceville, New York 12412 (hereinafter referred to as "Onteora"), and the **BOARD OF EDUCATION OF THE KINGSTON CITY SCHOOL DISTRICT**, with offices at 21 Wynkoop Place, Kingston, NY 12401 (hereinafter referred to as "Kingston").

W I T N E S S E T H:

WHEREAS, Onteora and Kingston are each duly organized as a school district under the laws of the State of New York, and as such are legally obligated to transport homeless students enrolled within their school district, but who may temporarily reside outside the district of origin, to and from the schools such students legally attend according to certain mileage limitations prescribed by law; and

WHEREAS, Onteora desires Kingston to transport its eligible homeless students who temporarily reside within Kingston's geographic boundaries, but who are legally enrolled in Onteroa, to and from the schools where those students legally attend; and

WHEREAS, Kingston desires Onteora to transport its eligible homeless students who temporarily reside within Onteora's geographic boundaries, but who are legally enrolled in Kingston, to and from the schools where those students legally attends; and

WHEREAS, Onteora utilizes district-owned buses operated by its own employees, as well as contracted transportation providers to transport students, and Kingston employs Ethan Allen, as well as other contracted transportation providers; and

WHEREAS, Onteora and Kingston each wish to memorialize this arrangement by entering into an Inter-Municipal Agreement, pursuant to the provisions of Section 1709[25][g] of the Education Law and Section 119-o of the General Municipal Law, pursuant to the terms and conditions hereinafter set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between Onteora and Kingston as follows:

1. Onteora agrees to transport any eligible homeless student, who enrolls in Kingston but temporarily resides within Onteora, to and from the schools such student legally attends, for such period as such student's temporary residence is located in Onteora, and does not exceed certain mileage limitations as prescribed by law.

2. Kingston agrees to transport any eligible homeless student, who enrolls in Onteora but temporarily resides in Kingston, to and from the schools such student legally attends, for such period as such student's temporary residence is located in Kingston, and does not exceed certain mileage limitations as prescribed by law.

3. In the event Onteora and Kingston mutually determine that transportation to and from such schools can be provided cooperatively in a safe and economical manner, they agree that the costs of providing such transportation will be either apportioned equally

among those districts participating in the cooperative run or billed to the District originating the route depending upon the cost savings that may be achieved

4. Onteora assigns to Kingston the right to claim any allowable aidable costs as a result of Kingston providing such transportation under this Agreement, to the maximum extent permitted by law.

5. Kingston assigns to Onteora the right to claim any allowable aidable costs as a result of Onteora providing such transportation under this Agreement, to the maximum extent permitted by law.

6. In the event of a delay or other emergency, which requires an early dismissal or delayed opening, it is agreed that the school district legally responsible for transporting children will provide transportation.

7. In the event of an accident, the parties agree that whichever school district originates the cooperative bus run will be responsible for communicating with the appropriate law enforcement authorities, preparing and filing all forms, and communicating with the other school district(s) participating in such cooperative run to ensure the parents/guardians of the students riding the bus are notified in a prompt and timely manner.

8. Onteora and Kingston will abide by federal and state confidentiality statutes, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), to the same extent that it must be complied with by the District. The obligation to preserve the confidentiality of student information shall survive the termination of this Agreement.

9. To the extent each school district is participating in a cooperative bus run, but is not the school district responsible for originating the run, such school district(s) will supply the school district responsible for originating the run with a certificate of insurance naming the school district responsible for originating the run as an additional insured party.

10. Each party shall defend, indemnify and hold harmless the other, its officers, employees and agents from and against any and all suits, judgments, claims, damages, losses or expenses including but not limited to attorneys' fees and litigation costs arising out of or relating to any act or omission or alleged act or alleged omission by the other party in connection with the transportation services described herein.

11. This Agreement is effective for the period September 2025 through June 2026.

12. Any modification of this Agreement must be in writing and executed with the same formality as the Agreement herein.

13. (a) Each party shall be responsible for all damages and/or injury to life and property due to, or resulting from, the activities or omissions of the other party, its agents or employees in connection with its work, activities or services under this agreement. Both parties represents and warrants that its agents and employees possess the

experience, knowledge, skills and independence necessary for the work/services to be performed in connection with this agreement. Both parties shall maintain insurance coverage including comprehensive general liability and such other insurance as is appropriate for the services being performed and furnished hereunder, in an amount not less than $1,000,000 per occurrence and $1,000,000 aggregate, and as will provide protection from and against claims for damages due to bodily injury, sickness, death, and/or property damage, including the loss of use resulting there from, which arises from the services being performed and furnished hereunder. Both parties shall, prior to performing services hereunder, deliver to the other a certificate of insurance that evidences that such insurance naming the other party as the insured party is in full force and effect, for the general liability insurance and shall maintain such insurance throughout the term of this Agreement. The Certificate or Certificates and insurance policies shall contain provisions that coverage afforded shall not be cancelled or allowed to expire until at least thirty (30) days prior to written notice having been given to the other party.

(b) To the extent each school district is participating in a cooperative bus run, but is not the school district responsible for originating the run, such school district(s) will supply the school district responsible for originating the run with a certificate of insurance naming the school district responsible for originating the run as an additional insured party.

14. This Agreement is subject to the approval of the Boards of Education of the Saugerties Central School District and Kingston City School District.

BOARD OF EDUCATION OF THE
ONTEORA CENTRAL SCHOOL DISTRICT

Dated: _____ BY: _____

BOARD OF EDUCATION OF THE
KINGSTON CITY SCHOOL DISTRICT

Dated: 10/22/2025 BY: Marie A. Cuda

WOODSTOCK

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: Daniel Young

Address: 20 Peak Rd Stone Ridge NY 12484

Telephone Number: 845-430-6844

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 Concert accompanist effective 10/21/25 to 6/26/26 at a rate of ~~Extra~~ 110/concert to a maximum of $ 8500 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.

Daniel Young
Signature

9/20/25
Date

Daniel Young
Print Name

[redacted]
Social Security Number or Federal Tax ID

FOR DISTRICT USE ONLY

Approved by: [signature]
Program Supervisor

10-3-25
Date

Concert Accompanist
Program

A2110.406-07
Budget Code

Approved by: _____
Superintendent of Schools

_____
Date

Updated 09/01/2023

ONTEORA
CENTRAL SCHOOL DISTRICT

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

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

INDEPENDENT CONTRACTOR RETAINER

Name: Early Interventions Licensed Behavior Analyst NY PLLC

Address: mail: PO Box 138, Salt Point, NY 12578 , 52 Hibernia Rd, Salt Point, NY 12578

Telephone Number: 845-723-4616 Fax: 877-226-0 6 9 1

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 BCBA/LBA effective 11/19/25 to 06/30/26 at a rate of 205.00 per day to a maximum of $30,000. with no fringe benefits or deductions. Onteora CSD or its designee reserves the right to monitor all contracts, including purchase orders, from commencement until completion and to certify satisfactory and timely performance/completion of the contract prior to the District's authorization of payment of the agreed contract amount to the contractor. You will be paid on invoices submitted by you, stating the dates and hours that the services you rendered and your total fee. 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.

Helene M. C.
Signature

11/03/2025
Date

Helene M Czech, President
Print Name

[redacted]
Social Security Number or Federal Tax ID

FOR DISTRICT USE ONLY

Approved by: C. Quinn
Program Supervisor

11/6/25
Date

Pupil Personnel Services
Program

A2010.449-09
Budget Code

Approved by: _____
Superintendent of Schools

_____
Date

Updated 08/31/2023

PUBLIC BE HEARD: ~~REGULAR BOARD MEETINGS/WORKSHOP SESSIONS~~ BOARD MEETING

All meetings of the Board of Education where members meet to conduct public business are meetings which are subject to the Open Meetings Law. The public will be given an opportunity to address the Board at the regular monthly business meeting or at any other meeting at the discretion of the Board.

To sign up for Public Be Heard, the public can contact the District Clerk prior to the meeting or put their name and topic on the sign-in sheet provided at each meeting. If members of the public cannot attend Public Be Heard, they may email the Board at OnteoraBOE@onteora.k12.ny.us . These comments will not be read publicly, but all emails are read by the Board Trustees. If a response is requested, it will be addressed promptly.

Any individual addressing the Board of Education will be asked to give their name at the outset of their comments. A time limit of 3 minutes per person may be set by the board unless otherwise indicated at the meeting.

The following statement of rules will be read by the President of the Board prior to the opening of a public session:

"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."

No action will be taken by the Board of Education at the same meeting on requests from the public which may necessitate either a new policy or a change in existing policy. It is requested that such requests be submitted in writing and preferably at least one (1) week prior to Regular Board Meetings.

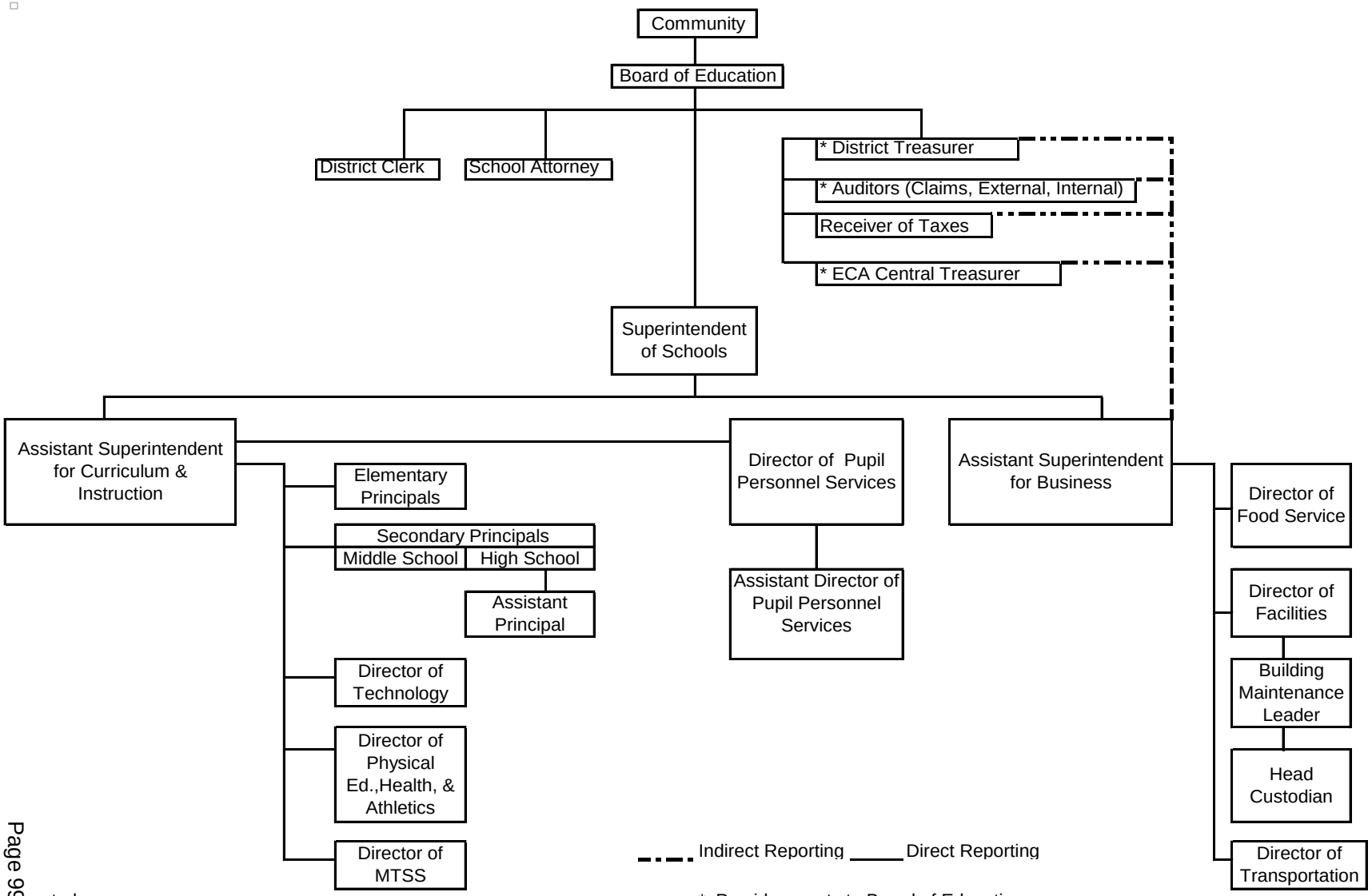
The purpose of a Board Workshop Session is to discuss some aspect of the governance of the school program.

Education Law Section 1708

Adopted: 10/25/22

Onteora Central School District

Organizational Chart Policy 4212



opted:

SUBJECT: AUDIT COMMITTEES

No later than January 1, 2006, an Audit Committee shall be established by Board resolution. The Audit Committee may consist of:

a) The Board of Education as a whole;

b) A subcommittee of the Board of Education; or

c) An Advisory Committee that may include, or be composed entirely of persons other than Board members if, in the opinion of the Board, such membership is advisable to provide accounting and auditing expertise.

The Audit Committee shall consist of at least three (3) members who shall serve without compensation, but shall be reimbursed for any actual and necessary expenditure incurred in relation to attendance at meetings. Employees of the District are prohibited from serving on the Audit Committee. Members of the Audit Committee shall be deemed School District Officers but shall not be required to be residents of the School District.

The role of the Audit Committee shall be advisory unless the Audit Committee consists of at least a quorum of Board members, and any recommendations it provides to the Board shall not substitute for any required review and acceptance by the Board of Education.

The responsibilities of the Audit Committee include the following:

a) Provide recommendations regarding the appointment of the External (Independent) Auditor for the District;

b) Meet with External (Independent) Auditor prior to commencement of the Audit;

c) Review and discuss with the External (Independent) Auditor any risk assessment of the District's fiscal operations developed as part of the Auditor's responsibilities under governmental auditing standards for a financial statement audit and federal single audit standards if applicable;

d) Receive and review the draft annual audit report and accompanying draft management letter and, working directly with the External (Independent) Auditor, assist the Board of Education in interpreting such documents;

e) Make a recommendation to the Board on accepting the annual audit report; and

(Continued)

SUBJECT: AUDIT COMMITTEES (Cont'd.)

f) Review every corrective action plan developed by the School District and assist the Board in its implementation.

Additional responsibilities of the Audit Committee include: assisting in the oversight of the Internal Audit Function including, but not limited to, providing recommendations regarding the appointment of the Internal Auditor; reviewing significant findings and recommendations; and evaluating the performance of the Internal Audit Function.

The Audit Committee may conduct an Executive Session pursuant to Public Officers Law Section 105 pertaining to the following matters:

a) Any matter which may disclose the identity of a law enforcement agent or informer;

b) Information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed; and

c) Discussions regarding proposed, pending or current litigation.

Any Board member who is not a member of the Audit Committee may be allowed to attend an Audit Committee meeting if authorized by a Board resolution. However, if such Board member's attendance results in a meeting of a quorum of the full Board, any action taken by formal vote may constitute official Board action.

It is not the intent of the Board of Education that the Audit Committee participate in or be responsible for the day to day operations of the school district or in the decisions that are the responsibility of the Superintendent of Schools or Assistant Superintendent for Business, or the other district administrators.

Education Law Sections 2116-c, and 3811-3813
Public Officers Law Sections 105(b), 105(c) and 105 (d)

Adopted: 6/29/09

Date: 7223
Students

I. Purpose

This policy governs participation in graduation ceremonies by students who have satisfied diploma, credential, or commencement credential requirements.

II. Policy

1. One Ceremony Only

A student shall be allowed to participate in only one graduation ceremony.

2. Eligibility to Participate

- The Board shall permit participation in the graduation ceremony by students who have earned, or will be awarded, a diploma, credential, or commencement credential, as recognized under state law.
- Students must also be eligible under applicable regulations for participation in the ceremony.

3. Notice to Parents/Guardians

-The district must annually notify students and parents/guardians about the policy and procedures for participation in graduation ceremonies.

Ref: This policy is adopted under the authority of Education Law §§ 3204(4-b) and 4402(9).

Adoption date:

Board Meeting - Dec 16 2025 Minutes

Tuesday, December 16, 2025 at 6:00 PM

Woodstock School

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, Rick Knutsen, Cindy Bishop

Not Present: Caroline Jerome, Clark Goodrich

Now Present: Caroline Jerome arrived at 6:03 pm

2. Welcome

2.01 Woodstock Principal, Scott Richards will welcome the Board (duration 10 min)

Mr. Richards reported that the most recent Superintendent's Conference Day was held within the Woodstock Elementary building for all K-5 teachers and teaching assistants (TAs). The day focused on professional development. Mr. Richards expressed gratitude to Ms. Laffin for her coordination of the event.

Highlights of the sessions included:

- Powerful Word Study: Led by two teachers from

Bennett, allowing staff to share ideas and collaborate.

- Numbers with Impact: Led by David Tranter, introducing staff to School AI.
- Behavior Management: All TAs participated in a session focused on effective behavior management techniques.

Mr. Richards also shared updates from classroom initiatives:

- Mr. Richards reported that Mrs. Denter, 5th grade teacher spent the first part of the year familiarizing herself with the curriculum. Their discussions included strategies to increase student motivation, which lead to the creation of "What's Up Woodstock" Episode 1 is finished and being circulated. The video creation us engaging students through creative content. Plans are underway for Episode 2, aimed at strengthening skills across multiple subjects and integrating the behind the scenes technology in the future.

Mr. Richards noted that these initiatives align with the Portrait of a Graduate framework, fostering student engagement, school pride, and collaborative learning. He then shared a student-created video in which students interviewed staff, reported on various topics, and included lighthearted content such as jokes, highlighting both learning and school community spirit.

3. Acceptance of Minutes

3.01 Acceptance of Minutes 22 - 41

Board Meeting - Nov 18 2025 - Minutes - Html

The Board of Education hereby accepts the minutes of the November 18, 2025 meeting 22 - 41

Moved by: Jenny Jared

Seconded by: Eric Knutsen

Motion Carries

4. Student Representative Report

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

MS. Albright, student representative, provided the following updates:

- The High School Student Government has ordered holiday decorations, which are expected to arrive soon.
- The Art Club held its holiday party today, December 16th. Other clubs, including French Club, LIP Magazine, and Newspaper, will hold their holiday parties later this week.
    - Club parties are scheduled to occur after school.
- Science Olympiad will have its first competition at Mt. Academy School on January 10th.
- Basketball teams are performing well this season.
- Winter Track has a meet scheduled for Friday.
- Five-week grades were released today.

5. Proposed Executive Session

5.01 Enter Executive Session

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

Moved by: Caroline Jerome
Seconded by: Jenny Jared

Motion Carries

5.02 Exit Executive Session

Motion to exit executive session and return to public session

Moved by: Rory Smith
Seconded by: Caroline Jerome

Motion Carries

6. Superintendent District News

6.01 The Superintendent will report District News

Vote Results

As I'm sure everyone has seen, we are accepting the vote results tonight. Proposition one passed 719 yes, to 400 no,

and Proposition two passed 765 yes, to 348 no.

I am truly grateful for the trust and approval that go with these vote results. With this vote, we can move forward to create a districtwide K–5 elementary school in Boiceville and make important infrastructure improvements across our K–12 buildings. This outcome reflects an extraordinary amount of hard work, thoughtful planning, and collaboration by so many people across our District and our broader school community. I want to acknowledge and thank every individual who contributed their time, energy, and perspective throughout this process. Our Board of Education demonstrated tremendous dedication and leadership, and their commitment to shaping a project they could all support unanimously, which also earned the support of our community, has been genuinely inspiring.

As we move into the next phase, we begin a thoughtful and creative journey. Over the coming months, we will work with our architectural team to develop detailed designs that will be submitted to the New York State Education Department for review and approval. Our teachers, staff, and students, who know the daily flow of our buildings better than anyone, will have meaningful opportunities to share their ideas and feedback as this work progresses. Throughout this process, we remain committed to careful planning, transparency, and minimizing disruption to teaching and learning as we plan toward 2028. We will continue to provide regular updates and look forward to building this remarkable campus—together.

We also recognize that the creation of a central campus intersects with the closure of Woodstock Elementary School, a reality that carries deep meaning for many in our community. We are committed to working closely with Woodstock students, families, and staff to ensure that the school's history and its lasting impact on generations of learners and educators are honored and celebrated with great care and respect. This transition will be approached thoughtfully, with time, support, and communication at the center of our work. This vote marks an important step forward, and together we will continue building a strong,

caring, and sustainable future for all students.

Throughout this process, we will work together with the Woodstock Town Supervisor and Board. Ms. Bishop and I met this morning with the Supervisor Elect and one of her staff members and had a very positive conversation. We all feel strongly that the way to make our community a better place is to remain in dialogue with each other and to actively look for ways to partner and support each other.

NYSCOSS Legislative Priorities

As I reported previously, I serve on the legislative committee for the NYS Council of School Superintendents. We met and discussed the priorities that our organization will work to advance this year.

They include advocating to create permanent changes that will positively impact school staffing, including lowering the age at which retirees can work without a limit on their earnings from 65 to 63 and expanding certification flexibility for special education teachers, easier pathways for teachers to acquire additional content area certification, and expanded pathways for out of state candidates to achieve NYS certification.

Another priority is related to the zero emission bus mandate. We are advocating for flexibility and the elimination of the 100% mandate, creating price caps so that bus manufacturers cannot artificially inflate the prices of these vehicles simple because they know that schools will be required to purchase them, and exempting districts from complying unless local utility companies affirm that they have the capacity and expertise to support a full fleet of zero emission vehicles.

There are a number of other priorities as well, but these are high on our list of items that we feel need to be addressed.

Annual Digital Resources Survey

We are required to survey our families regularly regarding their access to digital resources so that we can report to the NYSED. We are delivering this to our families using ParentSquare.

Snow Days/Delays/Early Dismissals

It would appear that this winter is a real winter. We have had a few years with little snow, but I think mother nature may be having a change of heart this year. You may have noticed that I have been posting our weather related schedule changes on ParentSquare. I hope that this additional information option is helpful for parents.

Middle School Social Media Parent Night

There is an independent contractor retainer on the agenda tonight that is for an internet safety speaker for our middle school students. The students will participate in an assembly during the school day, and the presenter will host a family discussion that evening that is open to all of our families.

NY Inspires - Portrait of a Graduate Work

Our team has been working, along with teams from all over Ulster County, on what this will mean for Onteora. We have noted that this work will dovetail with our policy on Culture, Climate, and Belonging. As you can see from the graphic of the NYS Portrait of a Graduate, the center of this entire initiative is the Culturally Responsive Sustaining Education (CR-SE Framework). This is not just a visual. As you can see from the Educator handout, the CR-SE is at the core. This is described as “affirming students’ identities and experiences through inclusive curricula and classroom practices. Recognizing and valuing students’ diverse identities, languages, and experiences as strengths”. The first county-wide meeting included Ms. Laffin and me; at the second meeting, we expanded and included Mr. Edelman; and at the next meeting, we will bring our District team, including Ms.

Turck, Ms. Grima, Ms. McGrath, and Mr. Richards. We recently met as a district team to prepare for the next county-wide meeting in January.

Superintendent Conference Day

We had a superintendent's conference day last week on Wednesday. As always, our conference day had a plethora of engaging opportunities for faculty and staff. Among other things, we had CPR and AED training to fulfill our newest requirements (which is another unfunded mandate, but is for the safety of our community so I'll not be overly negative), we had a K-5 word study workshop facilitated by our own reading teachers Amanda Kovac and Christina Countryman, a 3-5 math and AIS teacher math workshop with our BOCES specialist, our K-5 TAs and Monitors had a classroom behaviour workshop, our K-% instructional staff and related service providers participated in a demo for the platform we are piloting called School AI and an update on the work being done by our AI Circle.

Fall 2025 Scholar Athlete Teams:

We had nine fall sports teams achieve scholar athlete status and we are proud of all of their accomplishments in their sport as well as in their academic pursuits. To be designated as a scholar athlete team, 75% of the roster must maintain an average of 90 or higher for the marking period. The teams who earned this designation are:

Boys Cross Country

Boys Golf

Boys Soccer

Field Hockey

Girls Cross Country

Girls Soccer

Girls Swimming/Diving

Girls Tennis

Girls Volleyball

Concerts

Our Middle School concert was last week, and our High School concert is tomorrow! Our students never cease to amaze and impress with their talent and I'd like to thank the music department for all that they do to inspire and showcase these young musicians. Our elementary concerts are schedule for the new year so please keep an eye out for them as well. They are our future!

Winter Break

I'm sure everyone is looking forward to the winter break next week. I hope that everyone is able to spend time with their loved ones and appreciate all that we have. There are a number of families in our community who need some support during this time, and I would encourage anyone who is able, to provide what they can to these families, and keep them in your thoughts.

School AI Update

I'd like to pass the microphone over to Assistant Superintendent Laffin to provide a brief update on our AI work.

Ms. Laffin reported that since our November meeting, our District AI Circle team has recommended piloting SchoolAI for staff only. School AI is an education-focused platform designed to enhance both teaching and learning. Data security and safety are our utmost responsibility. Unlike ChatGPT and other open large language models, School AI is Ed Law 2D-compliant and provides district data security. Any information in School AI is stored within our district tenant and not shared with others, nor used to train other large language models.

Currently, this tool will be used exclusively by faculty as we

assess its potential impact. We do not have plans at this point to implement this on the student level, but if we decide to do so, SchoolAI has a student-facing side that could be used at the secondary level.

All teachers received an initial professional learning opportunity during last week's Superintendent Conference day and now have access to explore using their account for the next two months. AI Circle members will facilitate additional conversations and exploration at faculty meetings, and additional professional learning will be provided. Use of the platform is not required; it is an optional tool.

The district is committed to supporting instructional staff every step of the way as we pilot this tool and explore how it might support teaching and learning here in Onteora. Staff feedback and ideas will be pivotal in tailoring our next steps.

SchoolAI is using the OpenAI Model, particularly GPT 4.1

7. Board District News

7.01 The Board will report District News

Trustee Jared reported that the Middle School concert was well attended and showcased the students' talents. Trustee Bishop concurred and noted the strong abilities of students across music, athletics, and academics.

Trustee Jared also reported attending the Ulster County School Boards Association event virtually, during which districts discussed concerns related to foundation aid and the electric vehicle bus mandate.

Trustee Jared announced plans to attend Lobby Day alongside Trustees Bishop and Knutsen.

Trustee Mitchell-Marell reported that the Woodstock School hosted a successful book fair and holiday boutique, allowing students the opportunity to select gifts from a wide variety of items.

Trustee Knutsen reported that he was part of two concert

performances held last weekend. Trustee Knutsen highlighted that Mr. Boyer and Onteora students performed prior to him going on stage and they delivered outstanding performances.

8. Discussion and Possible Action

8.01 Approve Statement of the Chair

The Board of Education hereby approves the Statement of the Chair for the 2025 Special District Vote

Moved by: Jenny Jared

Seconded by: Caroline Jerome

Motion Carries

Statement of the Chair 2025 -2026 Special District Vote December 10, 2025.pdf

8.02 Ongoing Discussion of 2025–2026 District Goals (40 mins)

The Board of Trustees engaged in discussion regarding long-term ("forever") district goals, as well as goals the Board will actively work on in the near term. Superintendent McLaren requested that these goals be extended through the 2026–2027 school year.

The Board of Trustees agreed to continue to draft proposed goals for review and discussion at the January 13, 2026 Board of Education meeting.

9. Acknowledge Public Be Heard Comments

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

no one spoke

10. Public and Student Comment

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

no one spoke

11. **Break**

11.01 The Board will take a 5 minute break if needed

12. Consent Agenda

12.01 Approve Consent Agenda

The Board hereby approves item numbers 12.02 - 12.13

Moved by: Jenny Jared

Seconded by: Rory Smith

Motion Carries

12.02 Approval of Bond Resolution

WHEREAS, at the Special District Meeting duly called and held on December 10, 2025, in Onteora Central School District, in the Counties of Ulster and Greene, New York (the "District"), a majority of the qualified voters present and voting approved a bond proposition authorizing the construction of improvements and alterations to Bennett Elementary School and site; and such qualified voters then present and voting further authorized the board of education to levy and collect a tax to be collected in annual installments to pay the principal of and interest on the $26,900,000 serial bonds authorized to be issued;

Now, therefore,

THE BOARD OF EDUCATION OF ONTEORA CENTRAL SCHOOL DISTRICT, IN THE COUNTIES OF ULSTER AND GREENE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Board of Education) AS FOLLOWS:

Section 1. Onteora Central School District, in the Counties of Ulster and Greene, New York, is hereby authorized to construct improvements and alterations to Bennett Elementary School and site (the "Project"), substantially in accordance with a plan prepared by the District with the assistance of CPL Architecture, Engineering & Planning, such Project to include (as and where necessary): the construction of building additions to provide for additional classroom, library, lavatory, office, security and other space;

improvements to the heating, electrical and drainage systems; and site and recreational improvements including new drop off loop, the reconfiguration of outdoor play space, parking and the replacement of the below slab sanitary; all of the foregoing to include the original furnishings, equipment, machinery, apparatus and ancillary or related site and other work required in connection therewith. The estimated total cost thereof, including preliminary costs and costs incidental thereto and to the financing thereof, is $26,900,000 and said amount is hereby appropriated therefor. The plan of finance includes the issuance of $26,900,000 serial bonds of the District to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the District to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Serial bonds of the District in the amount of $26,900,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called “Law”) to finance said appropriation.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the purpose for which serial bonds are authorized to be issued pursuant to this resolution, within the limitations of Section 11.00 a. 97 of the Law, is thirty (30) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the District for expenditures made for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the District, payable as to both principal and

interest by general tax upon all the taxable real property within the District without limitation of rate or amount. The faith and credit of the District are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the District by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 of the Law, the powers and duties of the Board of Education relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of all bonds herein and heretofore authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the District is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately,

and the District Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in the District's official newspapers, each having a general circulation within the District and hereby designated the official newspapers of said District for such publication.

Carried

12.03 Approve Budget Development Calendar

The Board of Education hereby approves the Budget Development Calendar for 2026-2027 school year.

Carried

26-27 Budget Development Calendar DRAFT.pdf

12.04 Personnel Agenda

The Board of Education hereby approves the personnel agenda as attached

Carried

12-16-25 personnel agenda.pdf

12.05 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 list of out dated kitchen equipment from the Food Service Department as surplus and authorizes the sale or disposal of the equipment.

Carried

Immersion Blender.pdf Hotbox Bennett.pdf

12.06 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 $11,161.40.

Carried

Donation Spreadsheet for 25-26 BOE Approval 12.16.2025 $11161.40.pdf

12.07 School Supply Donations from Kids In Need Foundation

BE IT RESOLVED, that the Board of Education hereby accepts, with gratitude, the donation of school supplies valued at over $200.00 from the Kids In Need Foundation.

Carried

12.08 Stale Dated Check

As of December 16, 2025, the following stale dated check will be written off.

Check #53274 – Tax Overpayment, Payee: Sunny Blue Waters, LLC, Amount $16.02

Carried

12.09 Financial Report

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

Carried

12.10 Warrants

The Board of Education has reviewed and hereby accepts Warrant Schedule 5

Carried

12.11 Memorandum of Agreement #121225

The Board of Education, with the recommendation of the Superintendent of Schools hereby approves the Memorandum of Agreement #121225 to amend the deadline

for notifying the district of a member's intent to retire between the Onteora Central School District and the Onteora Teacher's Association, as attached

Carried

MOA - Retirement Date Change 121225.pdf

12.12 Memorandum of Agreement #121225A

The Board of Education, with the recommendation of the Superintendent of Schools hereby approves the Memorandum of Agreement #121225A to change the Community Mentor stipend between the Onteora Central School District and the Onteora Teacher's Association, as attached

Carried

MOA - Community Mentor 121225A.pdf

12.13 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, #12/25, Confidential, as reviewed by Trustee Caroline Jerome

Carried

13. Contracts and Independent Contractor Retainers

13.01 Approve all Contracts and Independent Contractor Retainers

The Board hereby approves item numbers 13.02 - 13.08

Moved by: Jenny Jared
Seconded by: Eric Knutsen

Motion Carries

13.02 Approval Schoolhouse Construction Services LLC Proposal

BE IT HEREBY RESOLVED on recommendation by the Superintendent of Schools that the Board of Education of the Onteora Central School District approves the proposal from Schoolhouse Construction Services LLC for the elevator upgrade and ceiling repairs for the proposal summary not to exceed $172,500.00 and authorizes the Superintendent to sign such proposal.

Carried

Onteora CSD CM Proposal Elevator Repair and Ceiling Upgrades - 11.17.2025.docx.pdf

13.03 Approve CPL Fee Proposal: 2026 Building Condition Survey (BCS)

13.04 BE IT HEREBY RESOLVED on recommendation by the Superintendent of Schools that the Board of Education of the Onteora Central School District approve the proposal to comply with NYS Education Regulations 155.4(a)(1) Five-Year Building Condition Survey from CPL Architecture Engineering & Planning for a lump sum fee of $40,572.00 for the BCS with additional services to include Roof Scans at BES and MSHS Buildings for a flat fee of $11,521.02 and Cleaning & CCTV Inspections at Boiceville Campus for an allowance of $25,000.00 and authorizes the Superintendent to sign such proposal. 62 - 76

Onteora CSD_2026 BCS Proposal_2025.11.18.pdf

13.05 D. Young - Concert Accompanist, Bennett

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 Daniel Young retained as Concert Accompanist effective November 24, 2025 to June 26, 2026 at a rate of $55 per rehearsal and $110.00 per concert to a maximum rate of $330.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

13.06 C. Gordon - Presenter

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 Charlotte Gordon retained as Presenter effective February 11, 2026 (snow date February 12, 2026) at a maximum rate of $350.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

C. Gordon - ICR presenter.pdf

Charlotte Gordon's *Romantic Outlaws: The Extraordinary Lives of Mary Wollstonecraft and Her Daughter Mary Shelley* won the National Book Critics Circle award in biography. Earlier works include Mistress Bradstreet: The Untold Story of America's First Poet - a Massachusetts Honor book for non-fiction — and The Woman Who Named God: Abraham's Dilemma and the Birth of Three Faiths. In 2012, she was selected as the Rose Thering Fellow by the Lubar Institute for the Study of Abrahamic Religions at the University of Wisconsin, Madison. Her new book project on the 19th century women's movement has won an award from The National Endowment for the Humanities.

Her essays have appeared in *The New York Times*, *The Wall Street Journal*, *Slate*, *The Washington Post*, *The Cambridge Companion to Early American Poetry*, and *Harvard Magazine*. She has also published two books of poetry: *When the Grateful Dead Came to St. Louis* and *Two Girls on a Raft*.

A graduate of Harvard College, she received a master's degree in creative writing and a Ph.D. in history and literature from Boston University. She has been a frequent guest on NPR and

the CBC, including spots on *Weekend Edition* and *The Current*. From 1999-2002 she was Elie Wiesel's teaching assistant at Boston University. Currently, she is the Distinguished Professor of Humanities at Endicott College.

13.07 M. Nogueira - BMX Shows LLC

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 Mannie Nogueira, BMX Shows LLC retained as Motivational Speaker effective January 23, 2026 at a maximum rate of $1,149.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

M. Nogueira BMX Shows LLC.pdf

13.08 NY's Finest Speakers LLC

BE IT HEREBY RESOLVED on recommendation by the Superintendent of Schools that the Board of Education of the Onteora Central School District approve the Agreement between the Onteora Central School District and New York's Finest Speakers LLC for two internet awareness presentations effective January 8, 2026 at a maximum rate of $1,275.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

Speaking Agreement - Two Internet Awareness Presentations.pdf

14. Policies

14.01 Second Reading and Adoption of Policy 1512 Public Be Heard: Board Meetings 83 - 84

Policy 1512 Public Be Heard .pdf

The Onteora Board of Education hereby adopts policy 1512 as written 83 - 84

Moved by: Rory Smith
Seconded by: Caroline Jerome

Motion Carries

15. Committee Reports

15.01 Updates from Board Committees

Trustee Jared reported that the Safety Committee met. Mr. James Stoothoff, Environmental Compliance Coordinator from Ulster BOCES, commended the District's Building Safety Plans, referring to them as the "jewel in the crown of the district."

Trustee Jared also reported that the Audit Committee met and reviewed the District's financials. The meeting was described as very positive.

Trustee Mitchell-Marell reported that the Facilities Committee met several weeks ago at Woodstock Elementary School. The committee was shown the location for early ballot placement. No concerns surrounding the building were identified.

Trustee Bishop reported that the Communications Committee was very active in approving communications related to the vote and remained on call as needed. Trustee Knutsen expressed appreciation to Holly and Renee from Ulster BOCES for all of their hard work in preparation of the special vote.

Trustee Knutsen further reported that the propositions were well communicated to the community.

Trustee Mitchell-Marell announced that the Meet, Greet, and Eat event is scheduled for April 20, 2026, to be held in the Middle School/High School cafeteria. The time will be announced at a later date.

16. Unfinished Business

16.01 The Board will discuss Old Business

Nothing discussed

17. New Business

17.01 The Board will discuss New Business

Nothing discussed

18. Request for Information

18.01 Board Members will Request Information of the Superintendent

Nothing requested

19. Adjournment

19.01 Adjourn the Meeting. Next meeting is January 13, 2026 at Bennett Elementary. Happy Holidays!

The meeting is adjourned at 8:14 pm .

Moved by: Rory Smith

Seconded by: Caroline Jerome

Carried

_____

District Clerk

Onteora Special District Election December 10, 2025

PROPOSITION #1 To Create a District Wide K-5 Elementary School

	Machine		Absentee		Affidavit		Early Mail		TOTALS	
	Yes	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**
TOTAL	454	261	61	49	1	1	203	89	719	400

PROPOSITION #2 K-12 Renovations and Infrastructure Upgrades

	Machine		Absentee		Affidavit		Early Mail		TOTALS	
	Yes	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**
TOTAL	476	236	66	41	1	1	222	70	765	348

ULSTER AND GREENE COUNTY REGISTERED VOTERS **TOTAL** **13,092**

STATEMENT OF THE CHAIRPERSON - SPECIAL DISTRICT MEETING – December 10, 2025

Date: 12/11/25

Signed: Amanda Gates

Amanda Gates, Chairperson

Approved by BOE _____

Onteora Central School District 2026-2027
Budget Development Calendar

DECEMBER 2025	
December, 2025	District Administration review of general budget parameters / guidelines
December 10, 2025 - Wed	Capital Project Proposition Vote; School Closed
December 16, 2025 - Tue	BOE Meeting - WD - Board approve Budget Calendar
DECEMBER 24 2025- JANUARY 4, 2026	*WINTER RECESS*

DECEMBER 2025

S	M	T	W	T	F	S
	DEC 1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	**16**	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2026	
January, 2026	Develop Building and Department level budgets; Review Capital needs
January 7, 2026 - Wed	Release of CPI-U, basis for Allowable Levy Growth Factor - "2%" portion of Tax Levy Limit formula (Date Approximate)
January 13, 2026 - Tue	BOE Meeting - BN - Budget Overview
January 28, 2026 - Wed	Governor's Budget released. Includes initial state aid estimates (Date Approximate)

JANUARY 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	**7**	8	9	10
11	12	**13**	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2026	
February 10, 2026 - Tue	BOE Meeting - MS/HS - Present Rollover Budget, Budget Assumptions

FEBRUARY 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	**10**	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

Onteora Central School District 2026-2026
Budget Development Calendar

MARCH 2026	
March 2, 2026 - Mon	Deadline for Tax Cap submission to NY State Comptroller
March 03, 2026 - Tue	BOE Meeting - WD - Present Preliminary 2026-2027 Budget Forecast and Tax Levy Limit
March 16, 2026 - Mon	NEWSLETTER - Develop draft budget info (tentative)
March 17, 2026 - Tue	BOE Meeting - BN -Presentation of 2026-2027 Revenue and Expenditure budgets
MAR 28 - APRIL 5, 2026	*SPRING RECESS*

MARCH 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2026	
MAR 28 - APRIL 5, 2026	*SPRING RECESS*
April 07, 2026 - Tue	BOE Meeting - MS/HS - Present 2026-2027 Superintendent's Recommended Budget
April 19, 2026 - Sun	Property Tax Report Card / Salary Disclosure filed with SED *(must be filed no later than **Monday, 4-27-26***)
April 20, 2026 - Mon	Submission of petitions for BOE Candidates 5pm Deadline for Propositions to be placed on the Ballot
April 21, 2026 - Tue	BOE Meeting - WD -Adoption of 2026-2027 Budget; Approval of Property Tax Report Card (Statutory deadline April 24, 2026)
April 29, 2026 - Wed	Final Budget as Public Document - Bound Copies to all buildings & posted on web site

APRIL 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2026	
May 5, 2026 - Tue	BOE Meeting - BN - Public Hearing on proposed budget - Budget statement available, including required attachments, plus posted on web site *(7-14 days before budget vote)*
May 8, 2026 - Fri	Budget Newsletter mailed - 11 days prior to vote *(must be after Public Hearing but not later than 6 days prior to vote)*
May 19, 2026 - Tue	ANNUAL MEETING - MS/HS - 2026-2027 BUDGET VOTE - BOARD OF EDUCATION ELECTION - VOTER PROPOSITIONS
	BOE Meeting - Ratify Election Results
June 16, 2026 - Tue	Budget Re-vote, if needed

MAY 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Personnel Agenda for BOE Meeting 12/16/2025

Be it hereby resolved that the Board appoints: **Decker, Connor** certified Teaching Assistant, to a 4-year probationary period in the tenure area of Teaching Assistant at a salary of Step 2 (replacing resignation) commencing on December 22, 2025 and ending on December 21, 2029.

LEAVE OF ABSENCE: INSTRUCTIONAL

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
3920	12/03/25 – 12/09/25	FMLA
4230	03/20/26 – 06/30/26*	FMLA

approximate effective date

LEAVE OF ABSENCE: NON - INSTRUCTIONAL

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
4007	11/15/25 – 04/01/2026	FMLA – intermittent
4261	11/25/15 – 12/31/25	Medical Leave

ADMINISTRATIVE LEAVE OF ABSENCE

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
040125	12/17/25 – 01/13/26	Extended leave and reassigned pursuant to Superintendent

RESIGNATION: INSTRUCTIONAL

NAME	POSITION	EFFECTIVE DATE	REMARKS
Brown, Philip	Wrestling Coach	11/24/25	Personal
King, Thomas	Track-Winter-Assistant Coach	12/3/25	Personal
Carroll, Brittany	Musical Vocal Coach	12/9/25	Personal
Dizon, Marilyn	Musical Orchestra Director	12/9/25	Personal
Skrzesz, Ken	Musical Director	12/9/25	Personal
Wentland, Jennifer	Musical Coordinator	12/9/25	Personal
Buono, Gabriel	Principal/ Bennett	06/30/26	Retirement
Gustafson, Amy	AIS Reading Teacher/Bennett	06/30/26	Retirement
Solimene, Don	Interim Principal/Middle School	08/11/25	NYS Retirement-(OCSD contract updated, documentation purposes only)
Wunderlich, Brian	Psychologist/High School	06/30/26	Retirement

RESIGNATION: NON - INSTRUCTIONAL

NAME	POSITION	EFFECTIVE DATE	REMARKS
Davis, Loretta	Food Service Worker, Part Time	12/01/25	Retirement
Weir, Alexandria	Head Bus Driver	12/16/25	To accept the School Bus Dispatcher position
Weir, Linda	Part Time School Bus Driver	06/30/25	Personal

APPOINTMENT: NON-INSTRUCTIONAL
PROBATIONARY APPOINTMENT

NAME	POSTION/SCHOOL	EFFECTIVE DATE FROM -TO	REMARKS
Warren, Leo	Head Bus Driver	12/29/25 – 06/28/26	Step 14, 60,109.00
Weir, Alexandria	School Bus Dispatcher/Transportation	12/17/25 – 06/16/26	Step 14, 63,447.00

APPOINTMENTS: NON – INTRUCTIONAL
PART TIME

NAME	POSITION	EFFECTIVE DATE	RATE
Weir, Linda	Monitor (Bus Attendant)	12/08/25	Step 8

TEMPORARY APPOINTMENT: INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	RATE
Millman, Michelle	Elementary Teacher/ Bennett	01/07/26 – 04/20/26**	MA Step 1 – extended

anticipated dates

EXTRA DUTY STIPENDS

NAME	POSITION	AMOUNT
King, Halle	Track-Winter-Assistant Coach	$3,100.00 (prorated)
King, Thomas	Track- Winter- Assistant Coach (volunteer)	-$0-
Lugo, Jonathan*	Wrestling - Varsity - Head Coach (girls)	$5,700.00 (prorated)
Parete, Lauren	Wrestling-Modified- Assistant Coach	$2,850.00
Katz, Emma	Regents Prep (ENL-ELA)	$1,676.00 (split w/ R. Osswald)
Osswald, Robin	Regents Prep (ENL-ELA)	$1,676.00 (split w/ E. Katz)
Staiger, Jessica	Community Mentor Program Coordinator	$10,000.00 (split with C. Goho)
Goho, Colette	Community Mentor Program Coordinator	$10,000.00 (split w/ J. Staiger)

Pending pre-employment processing

SUBSTITUTE

NAME	POSITION	RATE
Henry, Ann*	Food Service	$16.00/hour
Jabs, Madelyn	Monitor	$16.00/hour
Zygmunt, Andrew	Custodial Worker	$16.00/hour

Pending pre-employment processing

ONTEORA
CENTRAL SCHOOL DISTRICT

PO Box 300, Boiceville, NY 12412
ph. 845.657.2373 • fax 845.657.8430
www.onteora.k12.ny.us

FOOD SERVICES
CHRISTINE DOWNS
Director
cdowns@onteora.k12.ny.us

December 8, 2025

To: Monica LaClair, Assistant Superintendent for Business

Subject: Surplus of Immersion Blender

The food service department would like to recommend to the Board of Education to surplus the Immersion Blender that was located in the Middle School/High School kitchen (#26317). We tried to get a new “arm” for it that rusted out, but the process of trying to order the part from Kitchen Aid was taking more time and money then to purchase a new one.

The Immersion Blender can be offered up for auction and sold to the highest bidder. If it doesn’t receive bids, it can then be recycled or disposed of.

Thank you

ONTEORA
CENTRAL SCHOOL DISTRICT

PO Box 300, Boiceville, NY 12412
ph. 845.657.2373 • fax 845.657.8430
www.onteora.k12.ny.us

FOOD SERVICES
CHRISTINE DOWNS
Director
cdowns@onteora.k12.ny.us

December 8, 2025

To: Monica LaClair, Assistant Superintendent for Business

Subject: Surplus of Hotbox

The food service department would like to recommend to the Board of Education to surplus the Hotbox that was located in the Bennett Elementary kitchen (#001291/#10507). The Metro Flavor Hold Hot box has been repaired a few times and is unreliable.

The Hotbox can be offered up for auction and sold to the highest bidder. If it doesn't receive bids, it can then be recycled or disposed of.

Thank you

Donations Received for Board of Education Approval, December 16, 2025			
Donor:	***Amount:***	***Purpose:***	***Appropriation:***
Leonard Chodosh & Stacey Savage Brooks	$200.00	To Support the music program	A2110.431-01
Onteora Faculty	$1,500.00	Kaleigh Griffin Memorial Award	CM2989.400-36
Melanie Ahouse	$50.00	Kaleigh Griffin Memorial Award	CM2989.400-36
Hannaford 295 State Route 375 West Hurley, NY 12491	$31.00	To Support the PBIS Owl Store at Woodstock Elm.	A211043107
Catskill Watershed Corp.	$8,250.00	To Support the 5th Grade BN Field Trip to the Ashokan Center	A211043107
Facilities USA 420 Lexington Avenue Suite 601 New York, NY 10170	$530.40	To Support a Book Order: Sea Creature Books	A211043102
Barbara O'Brien	$600.00	Levon Helm Scholarship	CM2989.400-10
Total	**$11,161.40**		

MEMORANDUM OF AGREEMENT

#121225

ONTEORA CENTRAL SCHOOL DISTRICT AND THE

ONTEORA TEACHER'S ASSOCIATION

It is hereby agreed by and between the Onteora Central School District and the Onteora Teachers' Association that Article XVII, Section 1 of the OTA Collective Bargaining Agreement shall be amended to change the deadline for notifying the District of a member's intent to retire from January 3 of each year to the first Monday following the District's December Winter Break.

This agreement will be effective beginning with the 25-26 school year upon approval of the Onteora CSD Board of Education.

Accepted and Agreed

For the Association:

Scott Via
OTA President

12/3/25
Date

For the District:

Victoria McLaren
Superintendent

Date

Memorandum of Agreement #121225A
Between the
Onteora Teachers' Association and the
Onteora Central School District

It is hereby agreed by and between the Onteora Central School District and the Onteora Teachers' Association as follows:

1. The stipend titled Community Mentor for $28,330 in Schedule H of the OTA agreement shall be changed to the amount of $10,000
    a. As part of this stipend compensation reduction, the following additional parameters will be included for the advisor(s):

        i. A certified secondary teacher who is appointed as a Community Mentor advisor will be provided with one free instructional period or one 6th teaching assignment. A certified school counselor who is appointed as a Community Mentor advisor will be compensated at a rate equivalent to a 6th teaching assignment.

        ii. Should a certified secondary teacher and certified school counselor serve as Co-Community Mentor advisors, the certified secondary teacher will be provided with at least one-half of a free instructional period or one-half of a 6th teaching assignment. The certified school counselor will be compensated at a rate equivalent to half of a 6th teaching assignment.

        iii. Both the teacher and counselor will each receive half of the stipend amount for the position.

This MOA will sunset on June 30, 2026, and is not precedent-setting.

Dated: 12/3/25

M. Scott Via
President OTA

Victoria McLaren
Superintendent of Schools

REQUEST FOR PROPOSAL

Construction Management Services

FOR

Onteora Central School District
Elevator Upgrade and Ceiling Repair

November 17, 2025

Schoolhouse Construction Services, LLC
20850 State Highway 28
Delhi, New York 13753

Eric P. Robert
President & Project Executive
Phone: (607) 437-6971
Email: Eric.Robert@Schoolhouse.Construction

Proposal Summary

November 17, 2025

Schoolhouse Construction Shall Provide Professional Construction Management Services, per the Outline of this Proposal Summary, for the Upcoming 2026 Elevator Upgrade and Ceiling Project at Onteora Central School District.

I. Base CM Proposal: From November 2025 up to December 2026

A. Pre-Construction Services

- November 2025 – May 2026

B. Construction Services

- June 2026 – September 2026

C. Project Closeout

- October 2026 – December 2026

D. Building Construction Period Staffing

- On-Site Service Periods – During Active Periods of Construction
  - *Site visits shall be 3–5 days per week, depending on specific installations*
  - *This proposal includes on-site weekend inspections, if required due to critical work and weather conditions.*
- Includes As Needed Support Provided by Project Manager and other Resource Team Members

E. Pre-Construction and Closeout Phases Staffing

- Service Period as Needed During Pre-Construction and Project Closeout
- As-Needed Support by all CM Team Members

F. Includes Travel Expenses, Cell Phones, Computer Resources, and Personal Protective Equipment (Hard Hats, Safety Glasses, Ear Protection, etc.)

G. It is Assumed that the Design Team and/or District Will Provide Necessary Reproductions of the Drawings, Specifications, and Other Documentation that is Needed to Support Schoolhouse's Services throughout the Project.

H. Includes Insurance Policies and Terms as Outlined in the Enclosed Certificates of Insurance (COI).

I. It Is Understood that the CM Will be Provided a Temporary On-Site Office Space and that Office Supplies/Resources, Computer Equipment, and Applicable Project Management & Computer Software for Schoolhouse's Usage in Support of the Capital Project shall be Included within Specification Section 015000B – Exhibit B (Field Office Requisition) and Supplied by the General Contractor.

SCHOOLHOUSE CONSTRUCTION SERVICES LLC

Proposal Summary

November 17, 2025

II. CM Proposal Fee/Amount and Breakdown

Below is a Breakdown of Construction Management Costs per the Identified Categories.

I. Professional Base CM Fee

Pre-Construction Services	**$26,750**
Construction Services	**$107,750**
Project Closeout	**$18,750**
Base Proposal Amount	**$153,250**

II. Professional Estimating Services by Upstate Estimating

Professional Estimating Services	**$6,750**

- Includes One (1) Estimate for the Construction (SED) Submission Set.

III. Allowance Reserves for Additional CM Services

- Schoolhouse Shall Provide Overtime CM Services, As Required to Support the Base Scope Needs of the Project. Compensation for Actual Overtime Hours Worked Shall be Provided from an Overtime Allowance with a Maximum Not-to-Exceed (NTE) Amount. Any Time for Additional Scope Directed by the District Shall be Handled Outside of this Allowance.
- Overtime is Defined as the Following Conditions for Schoolhouse Representatives:
  - *Time Beyond 8 Hours per Day or 40 Hours per Week, per NYS Dept. of Labor*
- Base Labor Rate = $135.00 per Hour with Overtime Compensated at Time and a Half (1.5 Multiplier). Schoolhouse will Attempt to Rotate Assigned Clerks for 2nd Shift, Weekend, and Holiday Overtime Coverage Periods, to Apply Base Rate Compensation (1.0 Multiplier) Instead of Overtime Premiums.
  - **Suggested Allowance for Overtime CM Services = $12,500 (NTE)**

Schoolhouse Construction: _____ **Date:** **11/17/2025**

Eric Robert, President & Project Executive

Proposal Accepted by Onteora CSD: _____ **Date:** _____

SCHOOLHOUSE CONSTRUCTION SERVICES LLC

Summary of Professional Services

Construction Management Services

Onteora Central School District

1. Develop delivery plan for the Elevator Upgrade and Ceiling Repair Project, including the development of a phased milestone schedule, evaluation of project logistics, and other related preliminary preconstruction services that are needed.
2. Provide suggestions and recommendations to the Project Team regarding the delineation of bidding Prime Contracts and other forms of acceptable procurement, including state contract and cooperative purchasing options.
3. Provide one (1) detailed SED cost estimate of anticipated project costs as needed.
4. Assist in the development of the Master Project Schedule with valuable input and support from the various prime contractors and other relevant project parties.
5. Post-bid review of apparent low responsible bids with Design Team. Confirm project scope and requirements with bidders.
6. Tracking and expediting of critical submittals with prime contractors, in particular for those items that have long-lead times.
7. Verification of items received on-site in accordance with proper storage, correct materials, finishes, functionality, etc.
8. On-site inspection and supervision of all work in progress 3-5 days per week. Coordinate and comply with directives of the District on phasing of the Project for work at night, on weekends and/or holidays. Overtime (OT) CM services shall be delivered under the OT Allowance. Any unused OT funding shall remain with the District at the conclusion of the capital project.
9. Maintain a log of all daily activities including daily progress, verbal instructions and interpretations given to the Contractor and specific observations, weather conditions, sub-contractors on site, nature and location of work performed. Prepare daily field reports that record all pertinent aspects of the project and includes date/time/location stamped photographs of project installations.
10. Review and scrutinize change order and field directive authorization proposals submitted by Prime Contractors throughout the duration of the capital project. Work with the Design Team towards reaching fair and reasonable terms for change order proposals requested on behalf of the Project Team.
11. Review, log and validate any T&M (Time and Materials) work that is directed on the project.
12. Provide support to Design Team when updating the Capital budget throughout the duration of the project.
13. Review pertinent areas of construction prior to the commencement of project activities and take pre-construction photographs of the areas to document the conditions prior to contractors working in the facilities.

14. Receive, review, and maintain all prime contractor safety programs on-site.
15. Solicit, review, and coordinate Prime Contractors construction project schedule, develop into a master construction schedule. Update and maintain schedule for life of project. Alert the Owner to conditions that may affect the Contractor's ability to complete the work in accordance with the schedule. Note: Monitor construction schedule and initiate corrective actions with contractors to remain on schedule.
16. Ensure that contractors follow all laws, statutes, codes and regulations during construction and maintain required exit pathways.
17. Coordinate all site-stored material locations and contractor staging.
18. Solicit, review, and make recommendations on the Prime Contractors Schedule of Values. Forward comments and recommendations to the Architect.
19. Receive and review all requests for payment from the Prime Contractors and forward to the Architect with recommendations for disposition.
20. Attend all project meetings as the Owner's Representative. Develop and submit written meeting minutes / reports to the Owner / Prime Contractors / Architect following each project meeting.
21. Greet and escort authorized visitors to the site. Maintain a list of visitors, their titles, and time and purpose of their visit. Prevent unauthorized visitors from entering the site.
22. Coordinate any utility interruptions with the District in advance.
23. Keep/Guard Owner's personnel from issuing instructions to the Prime Contractors or their employees / subcontractors.
24. Act as liaison between Owner / Prime Contractors / Architect.
25. Schedule and lead necessary pre-installation conferences to promote timely deliverables and quality installations.
26. Carefully coordinate and monitor any occupation of the facility by the Owner prior to final completion of work. Be especially alert to any conditions which may lead to claims for damage.
27. Advise the Contractors against the installation of any materials and equipment for which Shop Drawings are required unless such drawings have been duly approved and issued by the Architect.
28. Assist the Architect in determining field conditions with photographs and on-site measurements when discovered field conditions differ with contract documents.
29. Coordinate and direct the work of any separate Owner's contractors (i.e. Hazardous Materials Surveyors / Monitors, Special Inspectors, Geotechnical Engineer, etc.).
30. Coordinate scheduling and observe tests as required by the contract documents. Notify Architect in advance of required construction and testing observations to be witnessed by Architect / Engineers.
31. Coordinate training of the Owner's staff on equipment operations and maintenance as required by the contract documents.

32. Develop a thorough familiarity with the purpose of the project scope, with the Owner's requirements, with the design, and with the contract documents.
33. Assist in the coordination of Owner furnished equipment and/or materials.
34. Review, validate and confirm the need for a request for information (RFI's) from any prime contractor.
35. If the project is in an occupied facility, assist in the coordination of access to various parts of the facility by the contractors and by the occupants.
36. Immediately notify the builder's superintendent of any unsafe conditions observed. Notify the Owner / Prime Contractor / Architect of the unsafe conditions and corrective measures taken.
37. Immediately notify the Owner /Prime Contractors / Architect of any conditions which may delay completion of the total project or of major parts of the project.
38. Immediately notify the Owner / Prime Contractors / Architect of any work which, in the opinion of the Representative's, is substandard or otherwise not in accordance with the contract documents. Document with photographs, measurements etc. as appropriate.
39. Maintain continuous communication with the Owner / Prime Contractors / Architect.
40. Maintain records, in coordination with Design Team, of pertinent project documentation, including copies of correspondence concerning the project, contract documents, supplementary drawings, construction schedule, applications for payment, change orders, directives, test results, permits, inspection reports, insurance policies, minutes or summaries of meetings, shop drawings, product data, Owner's separate contractors, and principal material suppliers, invoices, lien releases, and any other applicable documentation.
41. Post all addenda from Architect / Engineers on Owner's contract documents at project field office.
42. Record names, address, and telephone numbers of all Contractors and Subcontractors. Maintain emergency telephone numbers of all Contractors and Subcontractors in the format of a Project Directory that is regularly updated and shared with the Project Team.
43. Meet, verify identification, and accompany any inspectors from local, state, or federal agencies having jurisdiction over the project. Immediately report the results of such inspections to the Owner / Prime Contractor / Architect. Monitor any corrective actions.
44. Consider and evaluate suggestions or modifications which may be submitted by the Contractor to the Architect and report them with recommendations to the Architect for final decisions.
45. Observe materials delivered to the site and used by the sub-contractors to ensure that materials used are those specified or approved substitutes, and that materials are in good condition and free of defects. Document and report problems immediately to the Architect and Prime Contractor and as soon as possible to the Owner.
46. Observe the quality and progress of construction to determine, in general, that it is proceeding in accordance with the contract documents. Maintain documentation and photographs of project

progress. Perform regular examinations of the work on-site and comparing completed work with drawings and specifications to ensure accuracy.

47. Be alert to the completion date and to conditions which may cause delay in completions, and report same to the Architect.
48. Report any variances, conflicts, or potential problems to the Architect immediately.
49. Review the list of items to be completed or corrected which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. Review the Work. If the list is accurate, forward it to the Architect for final disposition; if not, so advise the Architect and return the list to the Contractor for correction.
50. Assist the Architect in conducting inspections to determine date / dates of Partial or Substantial Completion and date of final completion.
51. Assist the Design Team in the development of work to complete and punch-lists. Promote timely completion of punch-list items by the responsible contractors and inspect final installations and corrective work.
52. Observe all systems and equipment testing required in the specifications and report test results to the Owner / Architect. Participate in final inspections and commissioning.
53. Receive and review as-built drawings for transfer to the Owner. Note: Monitor the progress of record drawings and initiate corrective actions with contractors to keep record drawings current.
54. Receive, log, and review technical manuals, operator's manuals, manufacturer's instructions, attic stock material, inventory keys, special tools, filters, spare parts, warranties and similar items / documents for transfer to the Owner's staff.
55. Address any warranty issues with the responsible contractor and assist in coordinating resolution of any concerning conditions.
56. Review all field reports from Architects / Engineers. Monitor and report on corrective actions.
57. Assist the Owner / Architect in the preparation of final State Education Department paperwork and project closeout documentation.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2024

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

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

PRODUCER	CONTACT NAME: Tess Dempsey	
Aversa Agency Inc 265 Genesee Street P. O. Box 796 Auburn NY 13021	PHONE (A/C, No, Ext): (315) 255-2200	FAX (A/C, No): (315) 253-9712
	E-MAIL ADDRESS: tdempsey@aversaagency.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Schoolhouse Construction Services, LLC 20850 State Highway 28 Delhi NY 13753	INSURER A : Colony Insurance Company	39993
	INSURER B : National Liability & Fire Insurance Company Admitted	20052
	INSURER C : Accident Fund Insurance Company Of America Admitted	10166
	INSURER D : Argonaut Insurance Company	19801
	INSURER E : National Fire & Marine Insurance Company	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL248203385 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			600 GL 0178711-04	07/28/2024	07/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			73APB008429	04/03/2024	04/03/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 100,000 $ $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			GXL0002232 02	07/28/2024	07/28/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	AUTOMOBILE LIABILITY X SCHEDULED AUTOS			72AXB010075	04/03/2024	04/03/2025	$900,000 CSL Excess Of	

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

D Miscellaneous Errors & Omissions 121AE020186902 07/21/2024-07/28/2025 $2,000,000 Each Claim $2,000,000 Aggregate

CERTIFICATE HOLDER

Onteora Central School District
4166 Route 28
Boiceville NY 12412

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Cynthia M. Bailey

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 471439675
AMWINS INSURANCE BROKERAGE LLC
200 ELWOOD DAVIS ROAD
SUITE 200
LIVERPOOL NY 13088

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
SCHOOLHOUSE CONSTRUCTION SERVICES, LLC 20850 STATE HIGHWAY 28 DELHI NY 13753	ONTEORA CENTRAL SCHOOL DISTRICT 4166 ROUTE 28 BOICEVILLE NY 12412

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
Z2456 884-2	376483	05/01/2024 TO 05/01/2025	11/18/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2456 884-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 908085507

U-26.3

SCHOOLHOUSE
CONSTRUCTION
SERVICES LLC

Schoolhouse prides itself in delivering high quality services that ensure success for New York State School Districts.

Eric Robert
President and Project Executive
(607) 437-6971
eric.robert@schoolhouse.construction

November 18, 2025

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

Re: CPL FEE PROPOSAL: 2026 Building Condition Survey (BCS)

Dear Ms. LaClair,

In accordance with our discussions, we are pleased to submit a proposal for Architectural and Engineering services to conduct facilities inspections and create a comprehensive Building Condition Survey for the use in forming future capital projects.

The following represents our recommended Scope of Work for the project. The scope includes a multidiscipline survey of all the existing facilities, any related committee, BOE and Administration Meetings and design cost estimates per the NYSED format. A more detailed description of our scope is outlined below. The project is generally described as follows:

- The Onteora Central School District (OCSD) consists of 5 District owned and operated educational and administration buildings totaling approximately 312,089 square feet.
- The OCSD has the need to conduct a comprehensive Building Condition Survey of these facilities, building upon the basic information contained within the 2021 BCS.
- The final results of this survey will be a highly detailed 5 Year Master Plan that will identify building deficiencies and opportunities for use in planning future capital projects and normal building maintenance. This information gathered and presented will be formally known as the "Master Plan" for the District.
- CPL will submit all appropriate and required BCS forms to the NYSED portal upon received login credentials from the OCSD.

Scope of Work:

Analysis of Existing Components and Systems

CPL's team of Architects, MEP and Civil Engineers will conduct a building by building survey of each building and site. These observations will be formalized in a report by building on NYSED forms.

Visual Analysis of Components and Systems to include:

- Roofing
- Storm Drainage
- Interior and Exterior Finishes
- Interior and Exterior Doors and Windows
- Parking Lots, Sidewalks and Curbing
- Mechanical Systems (Boilers, RTU's, UV's, Pumps etc)

- Plumbing Systems
- Electrical Panels, Transformers and associated items
- Building Façade and Envelope
- Fire Alaram and Egress Lighting

BCS Report, Priority Listing and Review

CPL will provide a formal report indicating comments relative to the useful life for materials and equipment. Supplementary floor plans and site plans will be used to identify locations, including photos of observed items to further explain conditions. All noted items will be assigned a unique identifier that will later be assigned a probable design cost.

Formally this report is known as a 5 Year Master Plan. The majority of this Master Plan will be able to be used for this most recent BCS to eliminate duplicate effort.

Documentation of Results from Roof Scans & CCTV Inspection

CPL will provide roof plans for BES and the MSHS building based on results from infrared roof scans. Roof plans will identify locations requiring restoration or full replacement as well as indicate recently restored or replaced roof areas. CPL will also provide roof plans for PES and WES based on visual inspection. CPL will also provide a site plan of the Boiceville Campus indicating locations of existing drainage structures and explaining their conditions based on results from CCTV Inspections.

Fee Proposal:

CPL will provide the Scope of Work described above for the lump sum fee of **$40,572.00** to be billed monthly based on a percentage completeness.

Additional Services:

Roof Scans at BES and MSHS Buildings: CPL with contract with our sub-consultant Tremco / Weatherproofing Technologies, Inc. (WTI) to perform infrared roof scans at BES and the MSHS for a flat fee of **$11,521.02.** See attached proposals from Tremco / WTI.

Cleaning & CCTV Inspections at Boiceville Campus: CPL will contract with our sub-consultant Arold Construction Co., Inc. to perform cleaning & CCTV inspections of existing drainage structures at the Boiceville Campus for an allowance of **$25,000**.

The above-mentioned additional services will be invoiced to the district through CPL as a reimbursable expense in addition to the Fee Proposal amount indicated above.

Assumptions:

- Work Scope Excludes:
  - Design Development and/or Construction Documents
  - Hazardous Material Testing
  - Destructive Demolition or Testing for investigative purposes
  - Drafting CAD Floor Plans (these are to be provided by Owner)
  - Prints, reproductions and postage.
  - GPR or other Scans of subsurface or other hidden conditions.

Thank you for the opportunity to submit this proposal, and please indicate if this proposal is acceptable by signing below. Contact me to discuss the proposal at (845) 522-5781 or cladanyi@cplteam.com, if you have any questions or concerns.

Very truly yours,
CPL

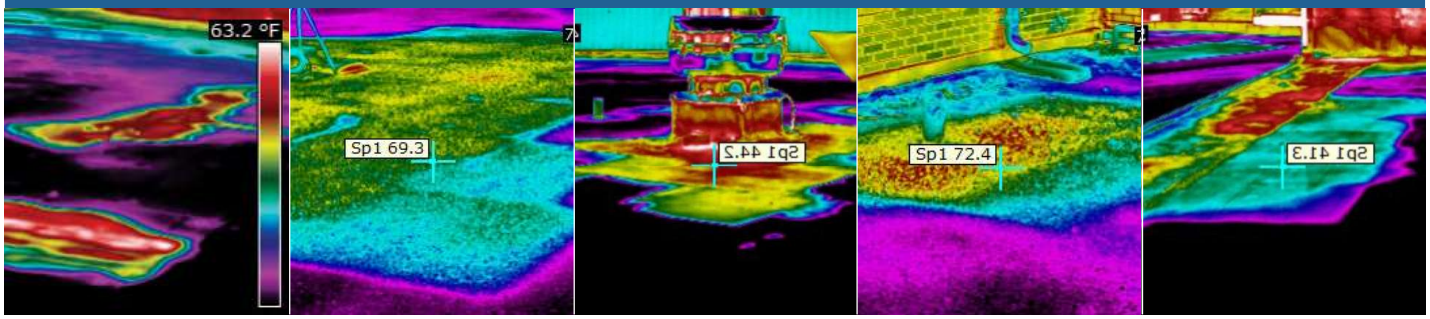


Christopher Ladanyi, AIA
Senior Architectural Project Manager

Authorization to Proceed:

Monica LaClair, CPA, Assistant Superintendent for Business Date:
Onteora Central School District

WTI DIAGNOSTICS PROPOSAL



SUBMITTED TO

Stephanie Wisniewski
Architectural Team

CPL

WTI DIAGNOSTICS PROPOSAL

Date: 11-11-2025

RE: Onteora CSD- Bennett Elementary

Customer: CPL Architecture

Building Location: 4166 State Route 28, Boiceville, NY 12412

Contract Price

$ 4,150.92

☑ Plus Tax ☐ Tax Included

☐ Tax Exempt ☐ No Tax

Dear Stephanie,

Scope of Work

Full Service Infrared Scan

1. Project size. (18,440 ft² - 1 Buildings, 4 Roof Sections, 1 Site.)

2. Scan all accessible roof sections with a MID-WAVE Infrared Camera.

3. Take infrared pictures (thermograms) of suspected wet roof area(s).

4. Measure, illustrate, and label all serviced corresponding roof sections.

5. Physically verify all suspected wet roof areas with core cuts and utilize a non destructive, portable moisture density gauge - taking density readings of suspected anomalies identified from the Infrared Camera.

6. Identify and record roofing system construction and moisture content percentage using a moisture probe on all applicable membrane(s), insulation(s), and decking during core sample verifications.

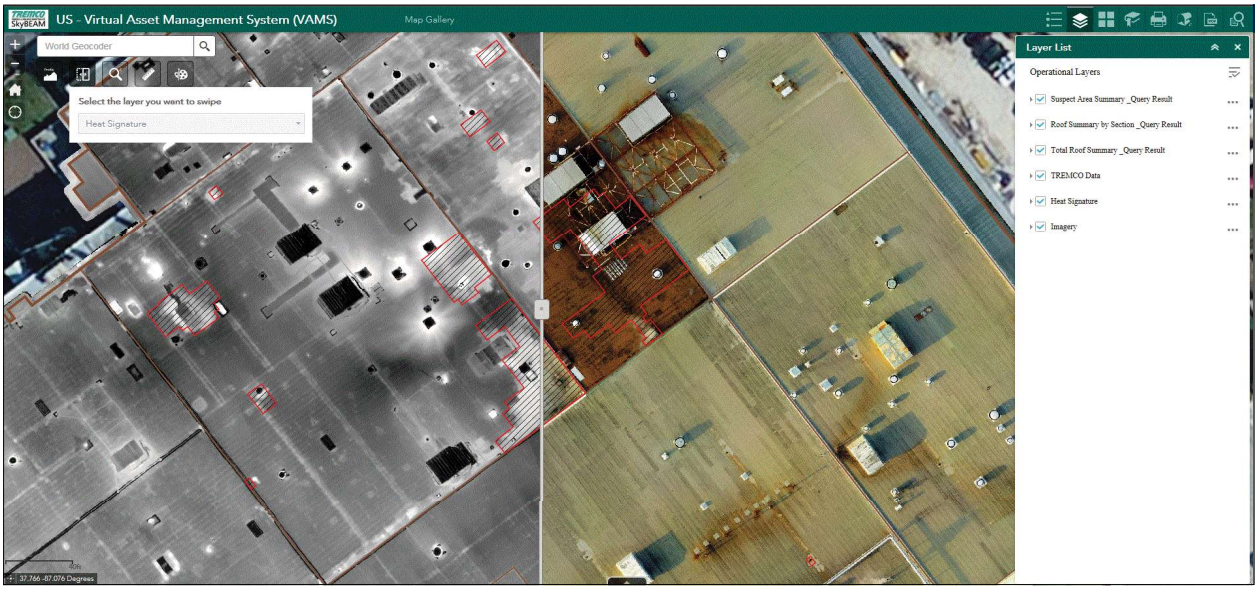
7. Mark all verified wet areas on roof surface with visible paint outlines.

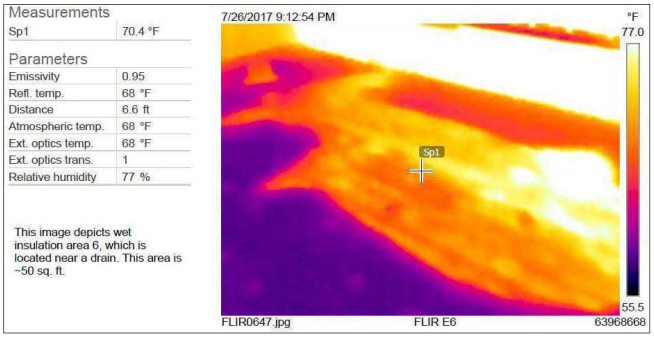
8. Take corresponding photographs of wet roof areas.

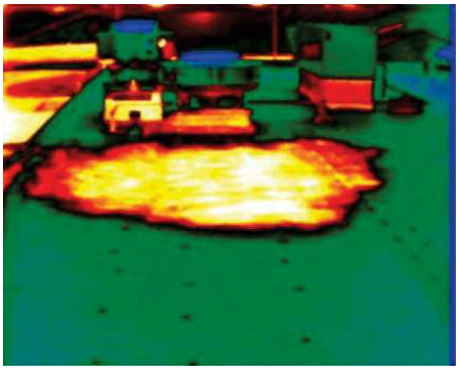
9. Plot all service related information on a scaled drawing with appropriate identifications to be drafted into a Tremco/WTI branded formal report.

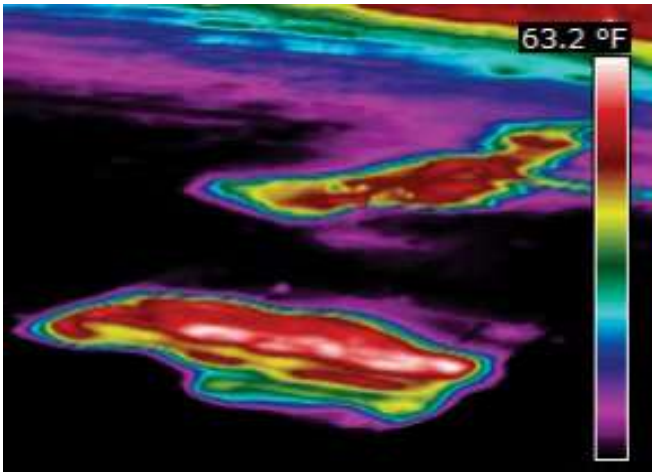
WTI DIAGNOSTICS PROPOSAL

SAMPLE IMAGES











WTI DIAGNOSTICS PROPOSAL

TERMS AND CONDITIONS:

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Customer at the end of each calendar month for the amount due for the portion of the Work completed during that month. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed. Customer shall pay WTI in full within thirty (30) days after receipt of each invoice.

This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions*, which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Please confirm your acceptance either by return e-mail to the representative identified below or by having an authorized representative of Customer sign in the space provided below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work. We appreciate your business and look forward to working with you at your facility

Sincerely, Justin Frye

Weatherproofing Technologies, Inc.

By: Justin Frye

Title: Senior Field Advisor

Phone: 908-910-4394

E-mail: jfrye@tremcoinc.com

*Press the following hyperlink button for a copy of our Terms and Conditions. T&C

WTI DIAGNOSTICS PROPOSAL

Acknowledgement Regarding Prevailing Wage Requirements:

Please check ONE of the below:

☐ The work described to be performed by Weatherproofing Technologies, Inc. ("WTI") at customer's facilities is not subject to federal, state or local prevailing wage requirements, other than the Fair Labor Standards Act's minimum wage provisions (29 U.S.C. § 206) and similar state minimum wage laws of general application.

☑ The work to be performed by WTI at customer's facilities is subject to prevailing wage requirements, and the customer agrees to provide WTI with all applicable wage schedules for such work before a purchase order is generated for this work.

Customer further acknowledges that if customer is a public entity or agency, or the project is funded in whole or in part with federal funds, the price quoted by WTI for work performed on customer's facilities is based on the assumption that the work is covered by a prevailing wage law (applicable state or local prevailing wage law or the Davis Bacon Act). If the customer indicates above that this project is not subject to any federal, state or local prevailing wage requirements the quoted price may be reduced.

Customer Name:	
P.O. # (if required)	
Customer Representative (print name):	
Signature:	
Title:	
Date:	



THANK YOU

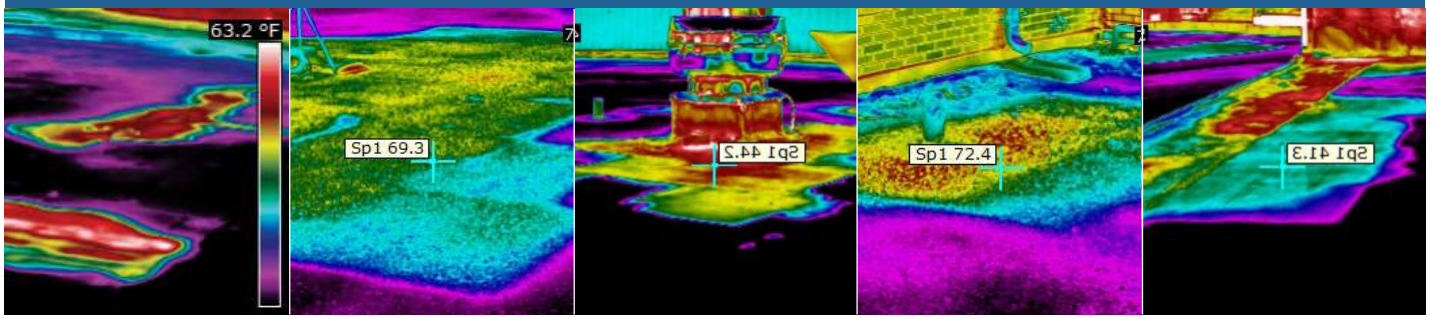
FOR THE OPPORTUNITY TO PROPOSE ON THIS PROJECT

3735 GREEN ROAD, BEACHWOOD, OH 44122 • www.tremcocpg.com

TREMCO Construction Products Group | wti

WTI is part of Tremco Construction Products Group

WTI DIAGNOSTICS PROPOSAL



SUBMITTED TO

Stephanie Wisniewski
Architectural Team

CPL

WTI DIAGNOSTICS PROPOSAL

Date: 11-11-2025

RE: Onteora CSD- Middle/ High School

Customer: CPL Architecture

Building Location: 4166 State Route 28, Boiceville, NY 12412

Contract Price

$ 7,370.10

☑ Plus Tax ☐ Tax Included

☐ Tax Exempt ☐ No Tax

Dear Stephanie,

Scope of Work

Full Service Infrared Scan

1. Project size. (107,532 ft² - 1 Buildings, 8 Roof Sections, 1 Site.)

2. Scan all accessible roof sections with a MID-WAVE Infrared Camera.

3. Take infrared pictures (thermograms) of suspected wet roof area(s).

4. Measure, illustrate, and label all serviced corresponding roof sections.

5. Physically verify all suspected wet roof areas with core cuts and utilize a non destructive, portable moisture density gauge - taking density readings of suspected anomalies identified from the Infrared Camera.

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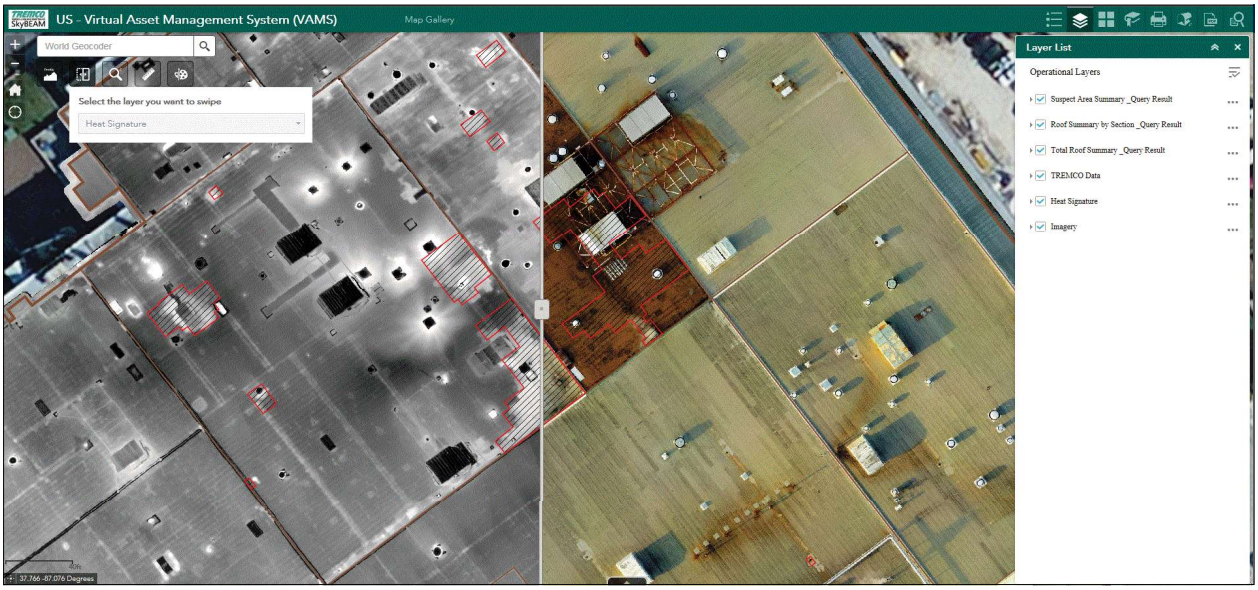
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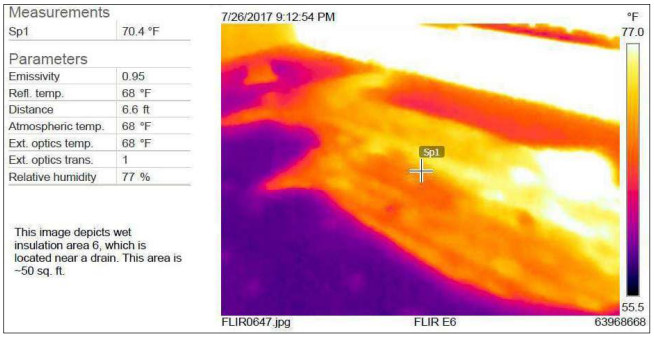
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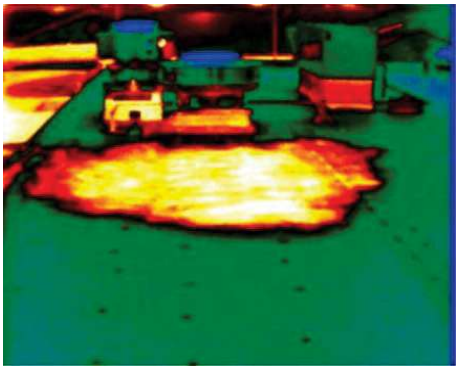
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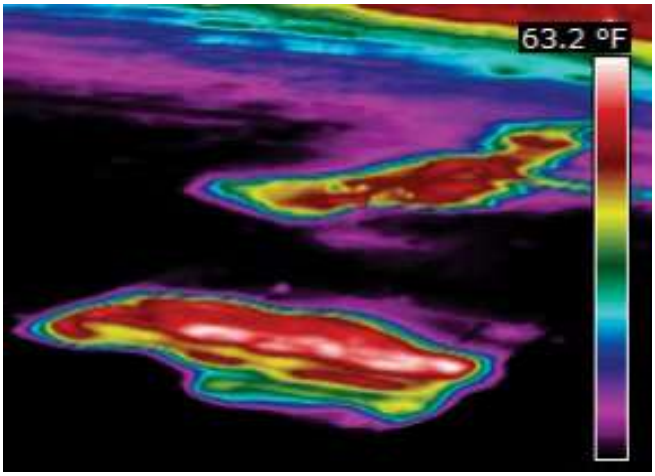
WTI DIAGNOSTICS PROPOSAL

SAMPLE IMAGES











TERMS AND CONDITIONS:

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Sincerely, Justin Frye

Weatherproofing Technologies, Inc.

By: Justin Frye

Title: Senior Field Advisor

Phone: 908-910-4394

E-mail: jfrye@tremcoinc.com

*Press the following hyperlink button for a copy of our Terms and Conditions. T&C

WTI DIAGNOSTICS PROPOSAL

Acknowledgement Regarding Prevailing Wage Requirements:

Please check ONE of the below:

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☑ The work to be performed by WTI at customer's facilities is subject to prevailing wage requirements, and the customer agrees to provide WTI with all applicable wage schedules for such work before a purchase order is generated for this work.

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Customer Name:	
P.O. # (if required)	
Customer Representative (print name):	
Signature:	
Title:	
Date:	



THANK YOU

FOR THE OPPORTUNITY TO PROPOSE ON THIS PROJECT

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TREMCO Construction Products Group | wti

WTI is part of Tremco Construction Products Group

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: Charlotte Gordon

Address: 6 Hodgkins St. Gloucester, MA 01930

Telephone Number: 978-771-9694

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 presenter effective 2/19/26 (snow day 2/20/26) to 2/19/26 (snow day 2/20/26) at a rate of $350 per day to a maximum of $350 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 11/26/25

Charlotte Gordon
Print Name

[redacted]
Social Security Number or Federal Tax ID

FOR DISTRICT USE ONLY

Approved by: _____ Date 12/04/25
Program Supervisor

HS ELA
Program

A2110.449.01
Budget Code

Approved by: _____ Date _____
Superintendent of Schools

Updated 09/01/2023

Onteora Central School District

Phone (845) 657-3320
BOICEVILLE, NEW YORK 12412 Fax (845) 657-8742

INDEPENDENT CONTRACTOR RETAINER

Name: Mannie Nogueira BMX Shows LLC
Address: 46 Victoria Lane, Templeton, MA 01468
Telephone Number: 978-855-6998

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 Motivational Speaker effective 01/23/26 to 01/23/26 at a rate of $1,149.00 per day to a maximum of $1,149.00 with no fringe benefits or deductions. You will be paid on invoices submitted by you, stating the dates and hours that the services you rendered and your total fee.

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

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

Signature _____ Date 12/04/25

Mannie Nogueira
Print Name

[redacted]
Social Security Number or Federal Tax ID

FOR DISTRICT USE ONLY

Approved by: Don Solimene
Program Supervisor

Date 12/04/2025

A2110.402-02
Budget Code

Approved by: _____
Superintendent of Schools

Date _____

Updated 07/26/22



Mannie Nogueira BMX Shows LLC

General Contract

HIRER: Onteora Middle School

ADDRESS: 4166 State Route 28, Boiceville, NY 12412

DATE OF PERFORMANCE: January 23rd, 2026

TIME OF PERFORMANCE: Afternoon TBD

TERMS OF CONTRACT

PAYMENT: Full amount due on date of performance. Payment due within 90 days of a signed P.O. Please make check to **Mannie Nogueira BMX Shows LLC**. Late payment may result in a $100 fee.

CONFIRMATION OF PERFORMANCE: The booking is confirmed when both parties agree and sign to the proposed contract and at that time the date will be reserved.

CANCELATION OF PERFORMANCE: Mannie Nogueira BMX Shows LLC has the right to cancel anytime before the show date due to high winds, rain, snow, sleet, OR high likelihood of any of the weather conditions stated. The Hirer has the right to cancel the performance up to 30 days before the scheduled date. Cancellation under 30 days will result in a 500$ cancelation fee. Cancellation due to snow will result in no cancellation fee.

PERSON OF CONTACT: The Person of Contact will be required to sign this document on behalf of the Hirer booking the performance. This person of contact will relate any relative and useful information to Mannie Nogueira BMX Shows.

ENGAGEMENT: Mannie Nogueira BMX Shows LLC will follow all reasonable instructions relating to the proper and lawful conduct of the Hire's business.

POWER SUPPLY: The Hirer will provide safe and adequate power supplies for the purpose of the powering equipment for the performance.

DAMAGES: Mannie Nogueira BMX Shows LLC is not responsible for any damages to flooring or any other equipment used in the performance.

PERSONAL RESPONSIBILITY: Mannie Nogueira, sole owner of Mannie Nogueira BMX Shows LLC is fully responsible if injured during the performance and will not sue if an accident would occur.

SPECIAL CONDITIONS:
Indoor show requirements: The performance requires a FLAT and SMOOTH surface to perform on such as a gym or cafeteria. Hardwood and tile floors work best. Please have the floor swept prior to my arrival.
Outdoor show requirements: The performance requires a FLAT and SMOOTH surface. Some locations that may work are a basketball court, tennis court, blacktop pavement, or parking lot. Mannie Nogueira has or will have the opportunity to inspect the premise prior

to performing these services. The location must be free from all debris such as wood chips, pebbles, or leaves. Mannie Nogueira BMX Shows LLC has the right to refuse the location if it does not meet the requirement stated above. A back up indoor location is required.

PAYMENT DETAILS

Payment Total: $1,149.00 for one, 40 minute BMX show. Payment of **$1,149.00** is due on the day of the event.

SIGNED BY (Hirer) ... Monica LaClair ..... 12 / 4 / 25
PRINT NAME DATE

Monica LaClair ..... SIGNATURE

(The signatory of the Hirer warrants that they have authority to enter this agreement on behalf of the Hirer)

SIGNED BY (Sole Owner of LLC) ..... Mannie Nogueira ..... 12 / 04 / 25
PRINT NAME DATE

..... SIGNATURE

SPEAKING AGREEMENT / INVOICE

NEW YORK'S FINEST SPEAKERS LLC
A LAW ENFORCEMENT PUBLIC SPEAKERS BUREAU

DATE	CLIENT	DESCRIPTION OF SERVICE	COST/FEE
01-08-26	Onteora Middle School	TWO INTERNET AWARENESS PRESENTATIONS (LIVE) (STUDENTS)	$1275.00
			$1275.00

AGREEMENT MADE AS OF THE **20TH DAY OF NOVEMBER 2026** BETWEEN **NY FINEST SPEAKERS ("COMPANY")** AND **ONTEORA MIDDLE SCHOOL ("CLIENT"), WHEREAS** COMPANY PROVIDES PRESENTATIONS TO CLIENT AND CLIENT DESIRES TO RETAIN COMPANY TO PROVIDE SUCH SERVICES ON THE TERMS AND CONDITIONS SET FORTH HEREIN, NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

SCOPE OF SERVICES COMPANY SHALL PROVIDE CLIENT WITH ABOVE LISTED PRESENTATION.

1. **SERVICES** WILL BE PERFORMED AT CLIENTS LOCATION. CLIENT ACKNOWLEDGES THAT THE SUBJECT MATTER OF THE SERVICES ARE SENSITIVE AND CLIENT HAS BEEN ADVISED BY THE COMPANY OF THE CONTENT.
2. **COMPENSATION**. CLIENT SHALL PAY COMPANY ABOVE "FEE" FOR THE SERVICES. SUCH AMOUNT SHALL BE DUE PRIOR TO OR ON THE DATE OF SERVICES BY CHECK/CASH PAYABLE TO COMPANY.
3. **COMPANY PROPERTY**. IN PERFORMING SERVICES, COMPANY MAY UTILIZE COMPANY'S OWN PROPRIETARY MATERIAL INCLUDING BUT NOT LIMITED TO, SLIDE PRESENTATION, VIDEO, IDEAS, OR TRADE SECRETS (COMPANY PROPERTY), COMPANY SHALL AT ALL TIMES RETAIN ALL OWNERSHIP RIGHTS INCLUDING COPYRIGHTS, IN AND TO THE COMPANY PROPERTY; HOWEVER, COMPANY GRANTS CLIENT (IF FORMALLY REQUESTED) THE RIGHT TO RECORD AND/OR REPRODUCE THE PRESENTATION AND TO REPLAY THEM SOLELY WITHIN CLIENT FOR (A LIMITED TIME) SO LONG AS CLIENT PROMPTLY PROVIDES A COPY OF SUCH TO COMPANY, THESE TERMS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
4. **LIMITATION OF LIABILITY**. EXCEPT AS SET FORTH HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, IN RESPECT OF THE SERVICES EXCEED THE FEE. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD COMPANY AND ITS MEMBERS HARMLESS FROM ANY LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY ANY OF THEM IN CONNECTION WITH CLAIMS BY THIRD PARTIERS RELATING TO THE SERVICES.
5. **SEVERABILITY**. IF ANY PROVISION HEREOF IS HELD INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, INVALIDITY SHALL NOT AFFECT THE VALIDITY OR OPERATION OF ANY OTHER PROVISION AND SHALL SUCH BE DEEMED TO BE SEVERED FROM THE AGREEMENT.
6. **APPLICABLE LAWS**. THIS AGREEMENT IS BEING EXECUTED AND DELIVERED IN AND SHALL BE CONSTRUCTED AND ENFORCED FOR ALL PURPOSES AND IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. VENUE FOR ANY DISPUTE HEREUNDER SHALL BE IN PUTNAM COUNTY, NEW YORK.

THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES AND NO ALTERATION OR MODIFICATION HEREOF SHALL BE EFFECTIVE EXCEPT IN A SUBSEQUENT WRITTEN INSTRUMENT EXECUTED BY BOTH PARTIES. NEITHER PARTY MAY ASSIGN THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY. THIS AGREEMENT MAY BR SIGNED IN TWO COUNTERPARTS, EACH OF WHICH SHALL BE AN ORIGINAL AND ALL OF WHICH WHEN TAKEN TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. ANY SIGNATURE DELIVERED BY A PARTY VIA FACSIMILE OR DELIVERED ELECTRONICALLY IN PDF FORMAT SHALL BE DEEMED TO BE AN ORIGINAL SIGNATURE HERETO THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE SET FORTH.

COMPANY- DATE/SIGNED 11-20-25 THOMAS GRIMES

CLIENT-DATE/SIGNED _____

PAYABLE TO: NY FINEST SPEAKERS LLC 77 MERIDIAN DRIVE BREWSTER, NY 10509 | PHONE: 646-269-8861

PUBLIC BE HEARD: ~~REGULAR BOARD MEETINGS/WORKSHOP SESSIONS~~ BOARD MEETING

All meetings of the Board of Education where members meet to conduct public business are meetings which are subject to the Open Meetings Law. The public will be given an opportunity to address the Board at the regular monthly business meeting or at any other meeting at the discretion of the Board.

To sign up for Public Be Heard, the public can contact the District Clerk prior to the meeting or put their name and topic on the sign-in sheet provided at each meeting. If members of the public cannot attend Public Be Heard, they may email the Board at OnteoraBOE@onteora.k12.ny.us . These comments will not be read publicly, but all emails are read by the Board Trustees. If a response is requested, it will be addressed promptly.

Any individual addressing the Board of Education will be asked to give their name at the outset of their comments. A time limit of 3 minutes per person may be set by the board unless otherwise indicated at the meeting.

The following statement of rules will be read by the President of the Board prior to the opening of a public session:

"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."

No action will be taken by the Board of Education at the same meeting on requests from the public which may necessitate either a new policy or a change in existing policy. It is requested that such requests be submitted in writing and preferably at least one (1) week prior to Regular Board Meetings.

The purpose of a Board Workshop Session is to discuss some aspect of the governance of the school program.

Education Law Section 1708

Adopted: 10/25/22

Board Meeting - Jan 13 2026 Minutes

Tuesday, January 13, 2026 at 6:00 PM

Bennett School

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

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.

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) 17 - 20

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 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) 21 - 30

January 13 Budget Presentation.pdf

7. Acceptance of Minutes

7.01 Acceptance of Minutes 31 - 51

Board Meeting - Dec 16 2025 - Minutes - Html

The Board of Education hereby accepts the minutes of the December 16, 2025 meeting 31 - 51

Moved by: Jenny Jared

Seconded by: Caroline Jerome

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 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

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 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.

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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

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
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

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

SCHOOLHOUSE CONSTRUCTION SERVICES LLC

Onteora Central School

Centralization Project - Draft 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	

SCHOOLHOUSE CONSTRUCTION SERVICES LLC

Onteora Central School

Centralization Project - Draft 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)	4-5 Months	4-5 Months	$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	3-4 Months	3-4 Months	$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					

Onteora Central School

Centralization Project - Draft 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	5-6 Months	5-6 Months	$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					

Onteora Central School

Centralization Project - Draft Milestone Schedule – 1/7/2026

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.

2026-2027
Budget Development

Monica LaClair, CPA – Assistant Superintendent for Business

January 13, 2026
Bennett Elementary

ONTEORA CENTRAL SCHOOL DISTRICT



Developing the annual school budget is a year-round process.

ONTEORA CENTRAL SCHOOL DISTRICT

Budget Development Timeline

September
- Review current year
- Review Reserve funds
- Review estimated vs. actual expenditures

October
- Review current programs
- Begin work on rollover budget

November
- Review history of expenditures
- Review trends/mandates
- Continue work on rollover budget

December
- Review enrollment
- Review impact of current year budget
- Assess non-instructional needs
- Initial discussions with Administrators

ONTEORA CENTRAL SCHOOL DISTRICT

Budget Development Timeline

January

- Building/Dept. budgets due
- Staffing needs discussions
- Assess needs for new/adjusted programs
- First draft of budget
- Governor's budget released
- Review BOCES Budget with staff

February

- Finalize BOCES budget
- Revenue budget
- Submission of Tax Cap calculation
  - By March 1, 2026
- Presentations to the Board
  - February 10

March

- Finalize health insurance rates
- Fund Balance analysis
- Finalize Revenue
- Present Final Draft to BOE
- Resolution for capital project propositions

April

- Review IEPs
- Out of District transportation projections finalized
- Fine tune budget as information changes
- Board adopts budget (April 21)
- Board adopts Property Tax Report Card (April 21)

ONTEORA CENTRAL SCHOOL DISTRICT

Budget Development Process

- ❑ Review the current budget to see what changed versus what was budgeted
  - Class size (enrollment)
  - High Needs students
  - Private School Transportation requests (April 1)
  - Repairs/Maintenance
- ❑ Staffing needs discussions
- ❑ Review the impact of instructional program changes
- ❑ Review facilities needs for projects covered by Transfer to Capital
- ❑ Review of long-range initiatives
  - Technology, textbooks, equipment, maintenance

ONTEORA CENTRAL SCHOOL DISTRICT

Budget Development Process

- ❑ Salaries
  - By Building
- ❑ Supplies & Contractual Expenses
  - By Building
- ❑ BOCES
- ❑ Special Education
- ❑ Transportation
- ❑ Retirement Costs
  - TRS & ERS
- ❑ Insurance
  - Health Insurance (active employees and retirees)
  - Liability
  - Workers Compensation

NTEORA CENTRAL SCHOOL DISTRICT

Budget Development Goals

- ❑ Ensure the highest quality teaching and learning for all students
- ❑ Continue to maintain financial stability
- ❑ Continue refinement of budget to accurately reflect expenses
- ❑ Allocate funds to reflect Board and District goals and vision
- ❑ Maximize efficiencies where possible
- ❑ Minimize Tax Levy increase
- ❑ Maintain Reserve Funds at appropriate levels
- ❑ Continue Long term planning for Technology, Maintenance, and Capital Projects

ONTEORA CENTRAL SCHOOL DISTRICT

Current Budget Facts

- Contractual Costs
  - ONTEA expired 6/30/2025
  - OAA expires 6/30/2026
- Inflation
- Stable rates for Retirement Costs (ERS & TRS)
- Teacher Shortage
  - Decline in enrollment in Teacher Education Programs after 2009
  - Fewer benefits in Tier 6 for new teachers
  - 33% of active TRS members could retire within the next 5 years
- Anticipated 16% increase in Health Insurance expense from current year
  - Currently cover 240 active employees, 320 retirees
  - Active employees account for approx. 55.5%, retirees account for approx. 44.5%
- Uncertainty for State Aid (Governor's budget will be released soon, and NYS budget adoption by April will include final state aid numbers)
- Reduction in Federal Grant allocation for both Title and IDEA

ONTEORA CENTRAL SCHOOL DISTRICT

Appropriated Fund Balance

Reserve Balance 6/30/25	
* Capital Reserve 2023	$9,666,625
* Unemployment Reserve	$748,565
* ERS Retirement Reserve	$3,842,325
* Repair Reserve	$33,340
* TRS Retirement Reserve	$2,037,787
* Employee Benefits Reserve	$1,678,105
Total Reserves	**$18,006,747**
Total Unappropriated 6/30/25	$6,218,468
Total Reserves/Unappropriated	**$24,225,215**

ONTEORA CENTRAL SCHOOL DISTRICT

Questions?

Personnel Agenda for BOE Meeting 01/13/2026

LEAVE OF ABSENCE: NON - INSTRUCTIONAL

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
4261	01/01/26 – 01/29/26	Medical Leave – extended

ADMINISTRATIVE LEAVE OF ABSENCE

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
040125	01/14/26 – 02/10/26	Extended leave and reassigned pursuant to Superintendent

TEMPORARY APPOINTMENT: INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	RATE
Darling, Michele	Occupational Therapist	04/01/26 – 06/27/26**	$90/hr as needed

anticipated dates

SUBSTITUTE

NAME	POSITION	RATE
Burns, Kyla*	Teacher (uncertified)	$120.00/day
Burns, Kyla*	Teaching Assistant (uncertified)	$105.00/day
Burns, Kyla*	School Monitor	$16.00/hour
Godduhn, Anna*	Teacher (uncertified)	$120.00/day
Godduhn, Anna*	Teaching Assistant (uncertified)	$105.00/day
Guiditta, Dawn*	Teaching Assistant (uncertified)	$105.00/day
Guiditta, Dawn*	School Monitor	$16.00/hour
Guiditta, Dawn*	Clerical	$16.00/hour
Wagner, Debra*	Teacher (uncertified)	$120.00/day
Wagner, Debra*	Teaching Assistant (uncertified)	$105.00/day
Wagner, Debra*	School Monitor	$16.00/hour

pending pre employment processing

	2025-2026 Onteora Capital Project Change Orders:					
PROJECT	-		BOE Date	VENDOR	Change Order Amount	New Total
	Original Budget					
RENO A	$21,500.00	CO #003 - CE #022 - Door 2-001 Threshold	1/13/26	Transitional Builders, Inc.	-$2,379.00	$19,121.00
RENO B	$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
RENO A	$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
RENO	$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
RENO	$1,360,320.00	CO #008 - CE #031 - IB-17 Gap at Ranges	1/13/26	Transitional Builders, Inc.	$998.00	$1,361,318.00
RENO	$515,984.00	CO #004 - CE #034 - Card Reader Credit	1/13/26	Stone Creek Electric, LLC	-$608.00	$515,376.00
RENO	$476,810.00	CO #002- CE #033 - C&C Allowance Reconciliation	1/13/26	C&C Unliited, Inc.	-$3,553.00	$473,257.00

Print name and post office address of Collector:

Kimberly Cole
Onteora CSD
PO Box 300
Boiceville, NY 12412

If there is a separate Treasurer, print Name and post office address:

Debra D'Aprile
Onteora CSD
PO Box 300
Boiceville NY 12412

Date of Tax Warrant

11/17/2025

Date of posting Collector's Notices:

9/1/25 & 10/1/25

SUMMARY OF UNPAID TAXES

Town of Hurley	$ 437,321.42
Town of Marbletown	$ 30,106.81
Town of Olive	$ 661,198.49
Town of Shandaken	$ 816,144.28
Town of Woodstock	$ 1,503,282.17
	$

TOTAL $ 3,454,053.17

INSTRUCTIONS

List all the unpaid taxes on the School District Collector's Return of Unpaid Taxes. If the school district is in more than one town, the unpaid taxes, for each town are to be listed on separate sheets.

Complete the Affidavit of Collector on the attached sheet. Only one affidavit required for all unpaid taxes in the school district.

Give the return of unpaid taxes to the trustee or trustees so that they can complete their certificate.

The return of unpaid taxes must be made to the Ulster County Commissioner of Finance on or before November 15, 2025, following the levy of the tax

Date received in the Ulster County Commissioner of Finance Office _____

CERTIFICATION

RELEVIES, DELINQUENCIES, CHARGES OR FEES

I hereby certify that the attached list which represents School relevies,
(School Relevies, Village Relevies, Delinquent Water or Sewer Charges, Unsafe Building Ordinance Fees, Etc.)
has been duly authorized by the Onteora CSD (School, Village or Town Board)
to be included on the Tax Rolls for the current year.

The Grand Totals from the list are:

Original Amount: $ 231,548.17

Interest: $ 4,630.99

Amount to be returned to School/Village/Town: $ 236,179.16

Date: 11/17/2025

Authorized Signature: Marce Zaul-

Title: Assistant Superintendent for Business

Phone: 845-657-8499

Greene County reserves the right to reject all submissions for levy that do not include a valid and complete Tax Map I.D. Number obtained from the latest Final Town Assessment Roll. Please review the parcels contained on the list with the town assessor prior to submitting it to the Greene County Real Property Tax Service.

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: January 2, 2026

To: Monica LaClair, Assistant Superintendent for Business
Cc: Amanda Gates

From: Kyle Harjes

Subject: Surplus Truck

Truck # 102 a 2011 Chevrolet pick-up truck has reached the end of their useful life along with the plow and sander that was purchased for the truck. It is in poor condition and is no longer road worthy. Our office recommends that the Board of Education declare it as surplus property, after which it will be sold to the highest bidder at Auction.

Thank You,

ONTEORA
CENTRAL SCHOOL DISTRICT
4166 Route 28, Boiceville, NY 12412
ph. 845.657.8499 • fax 845.657.6742
www.onteora.k12.ny.us

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

INDEPENDENT CONTRACTOR RETAINER

Name: Kitty Jones - Kits Interactive Theatre

Address: 19 West Wind Dr Monroe, NY 10950

Telephone Number: 570 350 3738

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 Kits Interactive Theatre effective Mar 5 2026 to Mar 6 2026 at a rate of $1400.00 per day to a maximum of 2 days 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: Kitty J — Date: 12/8/25

Kitty Jones — Print Name

[redacted] — Social Security Number or Federal Tax ID

FOR DISTRICT USE ONLY

Approved by: [signature] — Program Supervisor — Date: 12/9/25

Kits Interactive Theater — Program

A2110 449 03 — Budget Code

Approved by: _____ — Superintendent of Schools — Date: _____

Updated 09/01/2023

Mother Nature Study Guide

Interactive Plays
...are theatrical presentations where audience members - teachers and students - portray the key characters and historical figures. Great sensitivity is used when involving participants, as some folks would prefer to simply watch the antics of their comrades.

Teachers: in order to set good examples of theatre etiquette, it is respectfully requested that teachers attend programs without papers or homework in hand.

Planet Earth (Present Day)
The program introduces young students to a variety of environmental issues including preservation and recycling. Emphasis is placed on how humans impact various ecosystems and how conservation is our responsibility. Northeast habitats such as a pond, a forest and the sea shore are depicted using both indigenous animals and imaginary "fairy life". Messages of protecting our environment are whimsically yet poignantly explored.



Mother Nature
The mythological Mother Nature passionately strives to maintain a balance in nature. Combining ecology with mythology, she is connected to the "fairy-world" and can see, hear and talk with water sprites, fairies etc. who inhabit the forests in which we live.

Performance Objectives
To create a supportive environment wherein students' participation results in a positive, self-affirming experience that allows them to co-create the show with the character by

- Inviting students to depict the animals in their natural environment and demonstrating how humans affects their lives - both positively and negatively
- Illustrating how young people can participate in caring for our local natural resources e.g. picking up their litter, being careful with fire and respecting all species, especially those that are endangered.

info@kitsinteractivetheatre.com www.kitsinteractivetheatre.com

Pre-Show Preparation

- Discuss with students the importance of respecting the plants and animals that live among us so that we maintain a healthy food chain and help to ensure the survival of the planet.

Post-Show Activities

- Create a recycling system in the classroom or at home. • Take a nature walk around the school and identify the various natural plants and animals that live right on the property. • Discuss how the presence of people affects these animals. • What can the students do to preserve the habitats of the plants and animals that share their immediate world?

Curriculum Standards

Kit's Interactive Theatre meets curriculum standards in both the Arts and Social Studies as programs combine history, dance, music, improvisation, acting and continual student participation. Throughout the programs, students and teachers are invited on stage to perform, interact, dance and co-create the show with the performer. All performances contain a period dance which is taught to then performed by the students. Dances are all accompanied by correlating period music.

The goal of each program is to ignite students' imaginations and enable them to immerse themselves in the time period in which the show is set. This is achieved as the students enter the performance space. They are addressed in proper dialect and language, hear period music, and interact using period props and costume pieces pertaining to a specific time period or literary theme.

The Artist



Having developed her unique style of interactive theatre since 1987, Kitty Jones combines her passion for history with her love of theatre to create 16 different high-energy shows.

Ms. Jones brings 4000 years of history and literature to life in programs ranging from *The Mysteries of Ancient Egypt* to *Women's Rights*. Since 1996, she has written, choreographed, produced and performed her own original material for Kit's Interactive Theatre. Kitty Jones has appeared on TV, Film and the stages of New York.

In addition to her prolific stage work, Kitty is quite proud to have provided one of the original voices for *League of Legends,* one of most widely played video games in the world.

The American Revolution Study Guide

Interactive Plays
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Teachers: in order to set good examples of theatre etiquette, it is respectfully requested that teachers attend programs without papers or homework in hand.

Philadelphia (1776)
The show depicts the major events that led up the Revolution including the taxes imposed after the French and Indian War. The participants then re-enact the March 5, 1770 Boston Massacre, the Boston Tea Party of 1773 and Paul Revere's historic ride to Lexington where the first shot of the Revolution was fired. 18th Century values and customs are also demonstrated, including an aristocratic formal dance led by the character and performed by students and teachers.



Abigail Datchery
Miss Datchery is a fictitious character patterned after the colonial aristocracy in the late 18th Century. Her exquisite custom made dress is complete with a bum-roll and farthingale to extend the skirt. She also sports a matching hat and powdered wig, as was the fashion of the colonial period.

Performance Objectives
To create a supportive environment wherein students' participation results in a positive, self-affirming experience that allows them to co-create the show with the character by

- Enabling students to begin to think like a colonist
- Recreating injustices that were thrust upon the colonists before the war
- Creating a dialogue with students (as though they were colonists) and allowing them to respond to the situations as they develop

Pre-Show Preparation

- Familiarize students with key patriots and their contributions, such as
  - Samuel Adams John Adams • John Hancock Thomas Paine • Benjamin Franklin George Washington • Thomas Jefferson Paul Revere
- Discuss how King George III influenced the lives of those living in the colonies
  - 1764 Sugar Tax 1765 Stamp Tax • 1765 Quartering Act 1767 Townsend Act
- Discuss how unlikely it would be for the colonists to win the war

Post-Show Activities

- Have students set up a mock town meeting with half the townspeople siding with the revolutionaries and half remaining loyal to the crown
- Have each student choose an occupation/trade and then debate whether it is in their best interest to go to war with the most powerful country on Earth
- Let each student describe what life would be like for them if the colonists had lost

Curriculum Standards

Kit's Interactive Theatre meets curriculum standards in both the Arts and Social Studies as programs combine history, dance, music, improvisation, acting and continual student participation. Throughout the programs, students and teachers are invited on stage to perform, interact, dance and co-create the show with the performer.

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info@kitsinteractivetheatre.com www.kitsinteractivetheatre.com

Women's Rights Study Guide

Interactive Plays
...are theatrical presentations where audience members - teachers and students - portray the key characters and historical figures. Great sensitivity is used when involving participants, as some folks would prefer to simply watch the antics of their comrades.

Teachers: in order to set good examples of theatre etiquette, it is respectfully requested that teachers attend programs without papers or homework in hand.

Nashville, TN (1920)



The show focuses on the ways women had been oppressed during the 19th and early 20th centuries and the men who came to their aid. The program opens with the Tennessee legislature voting on the Nineteenth Amendment. The story then shifts to the 1840 World Anti-Slavery Convention in London, England. Susan B. Anthony arrives and her contribution to the movement is celebrated. As the 19th century waned, the social and economic climate changed dramatically for women. The exploitation of women in the workplace is then re-enacted. Women did gain some freedoms throughout their 72-year struggle. This is demonstrated by a free-spirited dance in a dance hall. The program concludes with the announcement of the legislative voting results.

Siga Schoennwolf

Miss Schoennwolf is a fictitious working class woman, living in New York City. She emigrated from Lithuania years ago. After witnessing first-hand the exploitation of women, she joined the fight for women's suffrage in spite of all the difficulties.

Performance Objectives

To create a supportive environment wherein students' participation results in a positive, self-affirming experience that allows them to co-create the show with the character by

- Sharing the challenges and frustrations women endured in order to obtain their rights, particularly with little power to execute changes
- Demonstrating the various ways key men supported women's rights

Pre-Show Preparation

- Familiarize students with 19th century events: slavery, the abolitionists & the passage of the 14th Amendment giving all men the right to vote
- Discuss the myriad of rights denied to women e.g. the right to attend college, own property, keep children in cases of divorce, keep wages, address the public, testify in a court of law, etc.
- Discuss with students the Industrial Revolution underway at the turn of the century and the numerous new opportunities available to women to leave the home and work in factories (sweatshops), bakeries, schools, etc.

Post-Show Activities

- Discuss with students the ways our modern life differs from their great-grandmothers. What freedoms and rights do we take for granted?
- Have each student choose a powerful woman living between 1820 and 1920.
- Assign a report an historic woman who pursued her dreams despite the obstacles

Curriculum Standards

Kit's Interactive Theatre meets curriculum standards in both the Arts and Social Studies as programs combine history, dance, music, improvisation, acting and continual student participation. Throughout the programs, students and teachers are invited on stage to perform, interact, dance and co-create the show with the performer.

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info@kitsinteractivetheatre.com *www.kitsinteractivetheatre.com*

Special Meeting in Central Administration - Jan 23 2026 Minutes

Friday, January 23, 2026 at 8:00 AM

Central Administration

1. Meeting Opening

1.01 Call to Order 8:00 am

1.02 Tobacco Policy Statement

1.03 Pledge of Allegiance

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

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

2. Contracts and Independent Contractor Retainers

2.01 Approve all Contracts and Independent Contractor Retainers

The Board hereby approves item numbers 2.02 and 2.03

Moved by: Clark Goodrich

Seconded by: Rory Smith

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

Motion Carries 4-0

2.02 Agreement to Close Between Onteora Central School District

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

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

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

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

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

Carried

Agreement to Close OCSD and Cedar Development East LLC.pdf

2.03 ICR- Yoga and Meditation with HariPrakaash

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

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

Carried

Yoga and Meditation- ICR.pdf

3. Adjournment

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

The meeting is adjourned at 8:06 am.

Moved by: Eric Knutsen

Seconded by: Clark Goodrich

Carried

District Clerk

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

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

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

NOW THEREFORE, the parties agree as follows:

1. Time of the Essence Closing Date.

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

2. Fencing.

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

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

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

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

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

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

3. Door Locks, Furniture, Concrete Blocks.

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

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

4. Post-Closing Consultation.

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

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

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

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

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

5. Documents.

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

6. Miscellaneous.

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

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

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

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

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

Appendix A
Insurance Requirements

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER

Onteora Central School District
PO Box 300
Boiceville NY 12412

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ONTEORA
CENTRAL SCHOOL DISTRICT

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

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

INDEPENDENT CONTRACTOR RETAINER

Name: Jamie Reilly / DBA HARIPRAKAASH

Address: 190 albany ave Kingston NY 12401

Telephone Number: 9174500548

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

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

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

Signature — Date: 1/15/26

Jamie Reilly — Print Name

[redacted] — Social Security Number or Federal Tax ID

FOR DISTRICT USE ONLY

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

YOGA INSTRUCTOR — Program

A2110.449-01PE — Budget Code

Approved by: _____ — Superintendent of Schools — Date

Updated 08/31/2023

Class Name:

Chill Time at Onteora High School

Yoga and Meditation with HariPrakaash

Class Description:

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

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

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

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

Dates proposed:

February 2026… exact dates TBD

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

Rate: entire week $2000

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

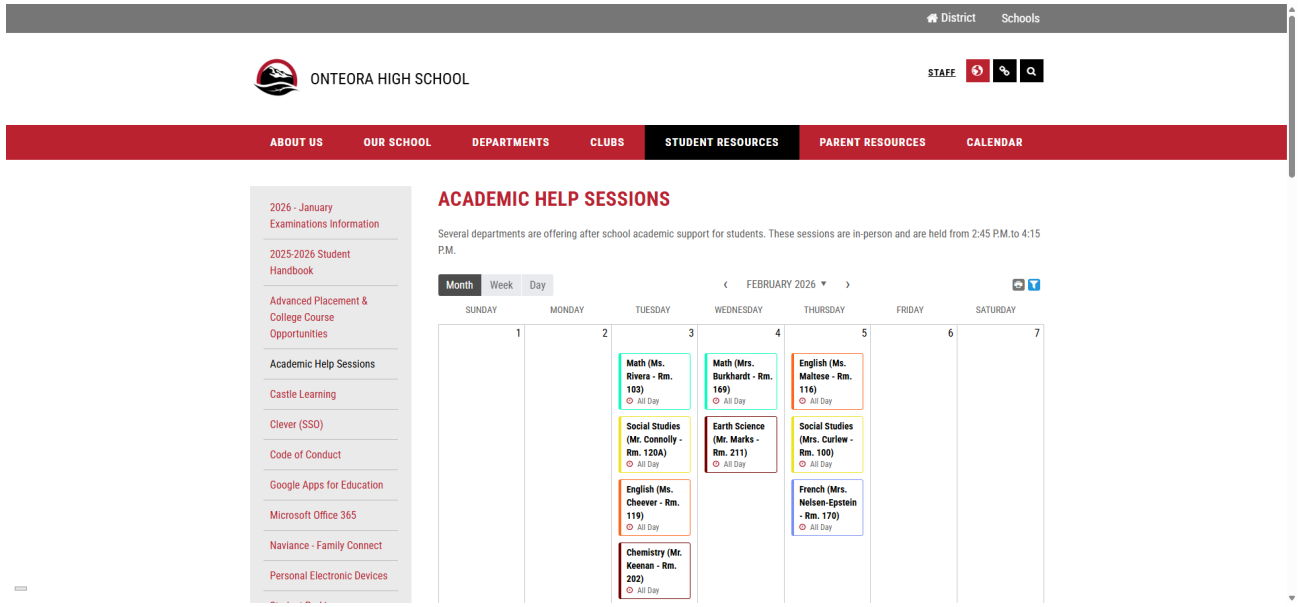
Board of Education Welcome Onteora High School

FEBRUARY 10, 2026

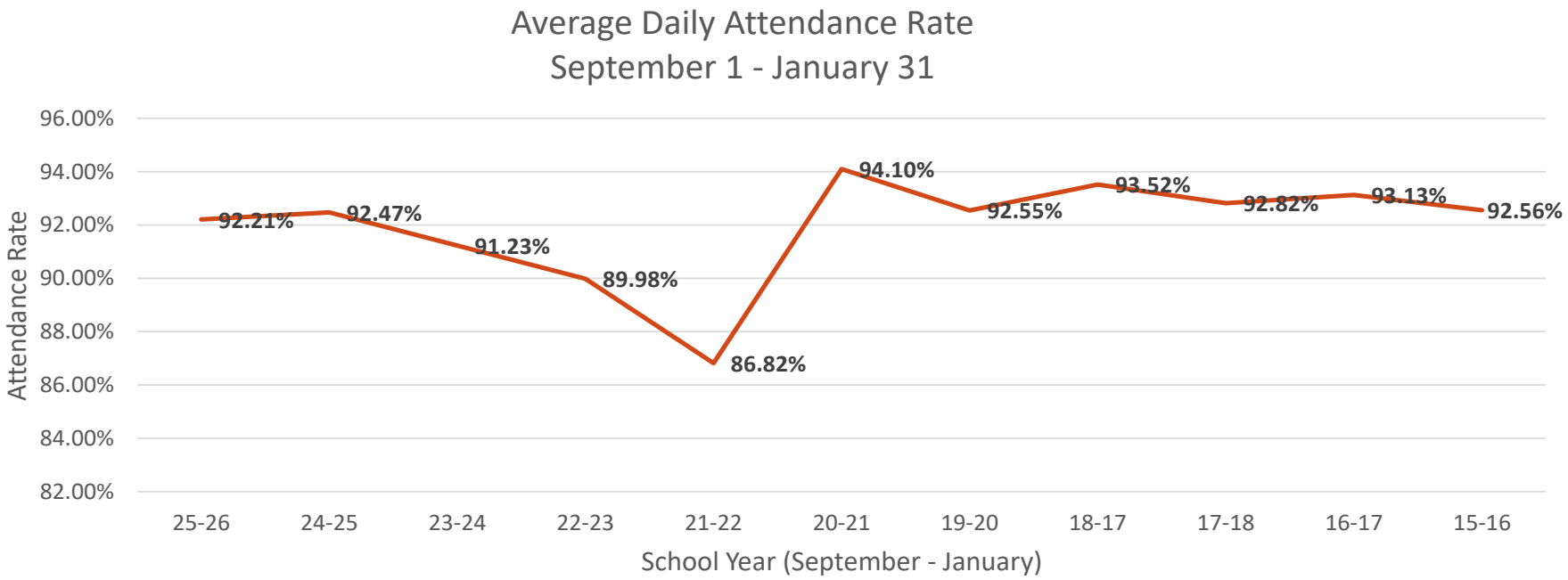
2025-26 Mid-Year Update

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

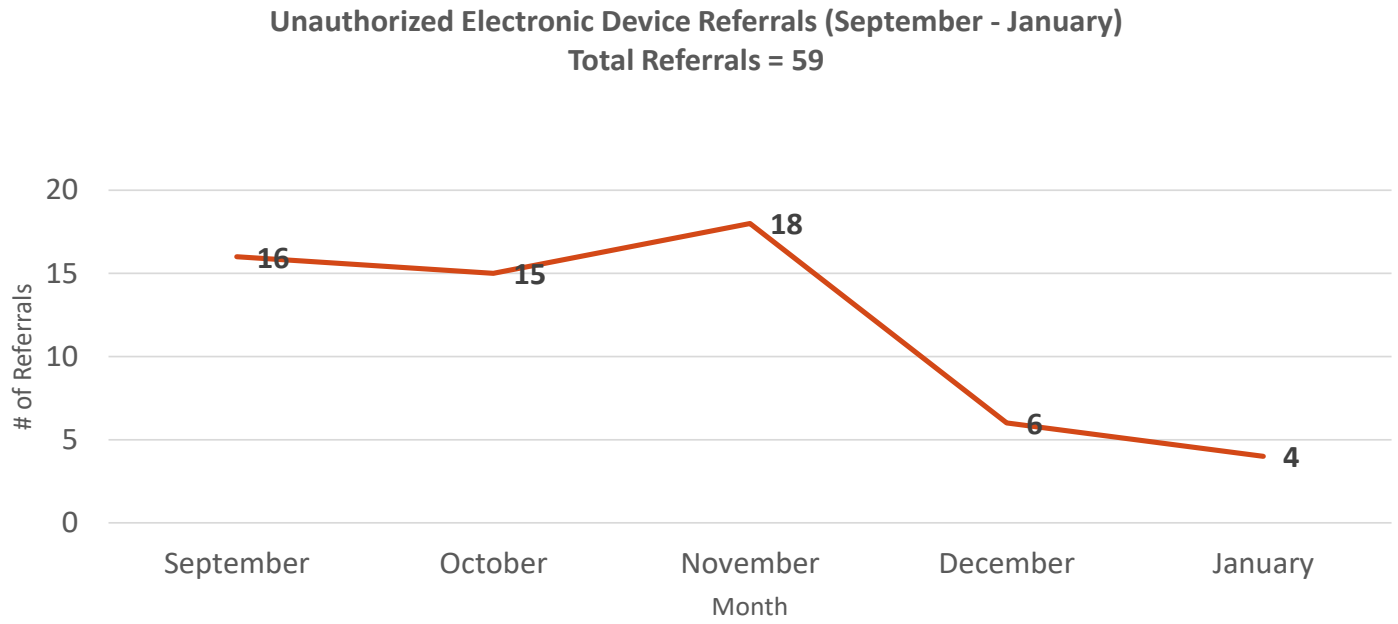
- Extra Curricular Activities
  - 27 Clubs
  - 8 Winter Sports



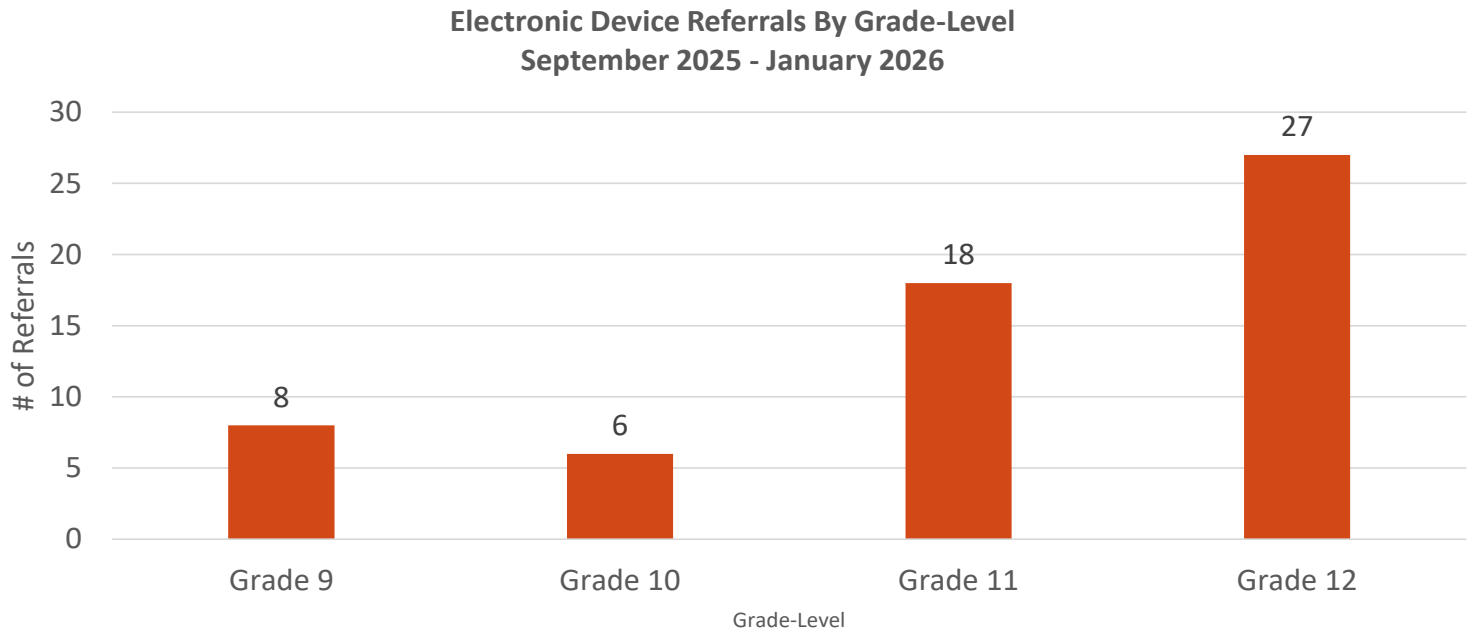
Student Attendance



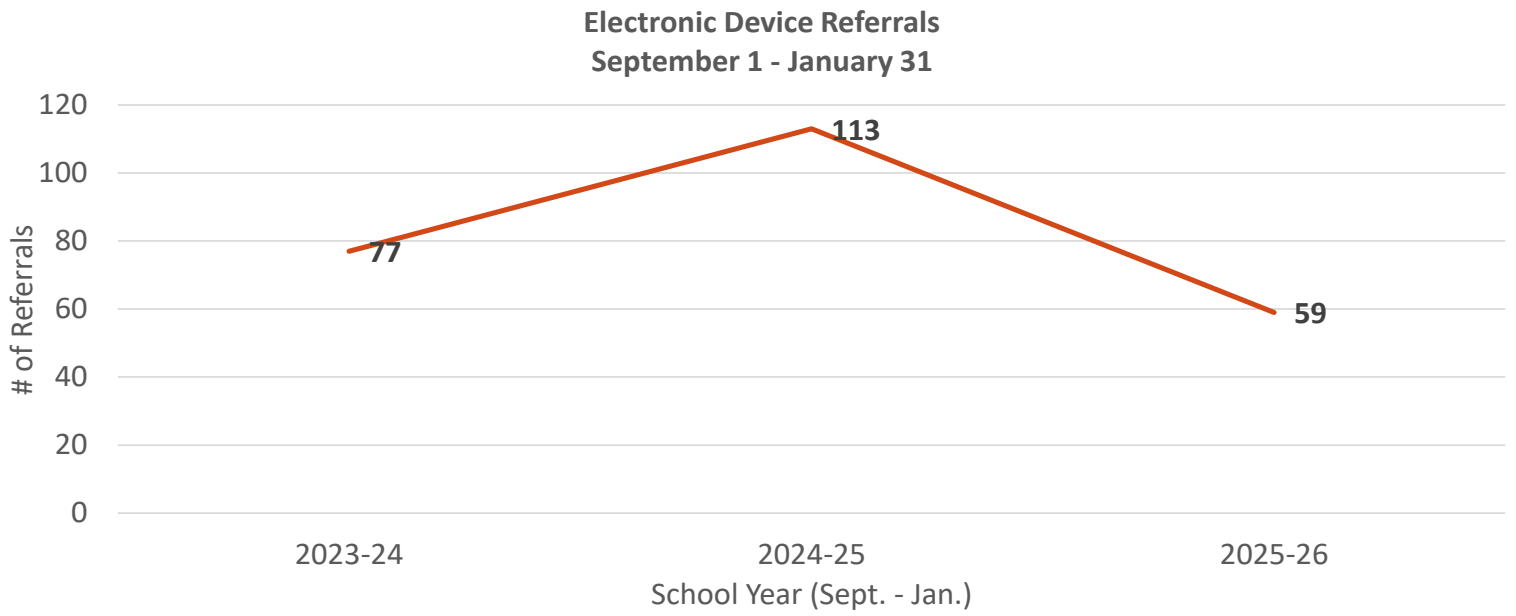
Electronic Device Referrals



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

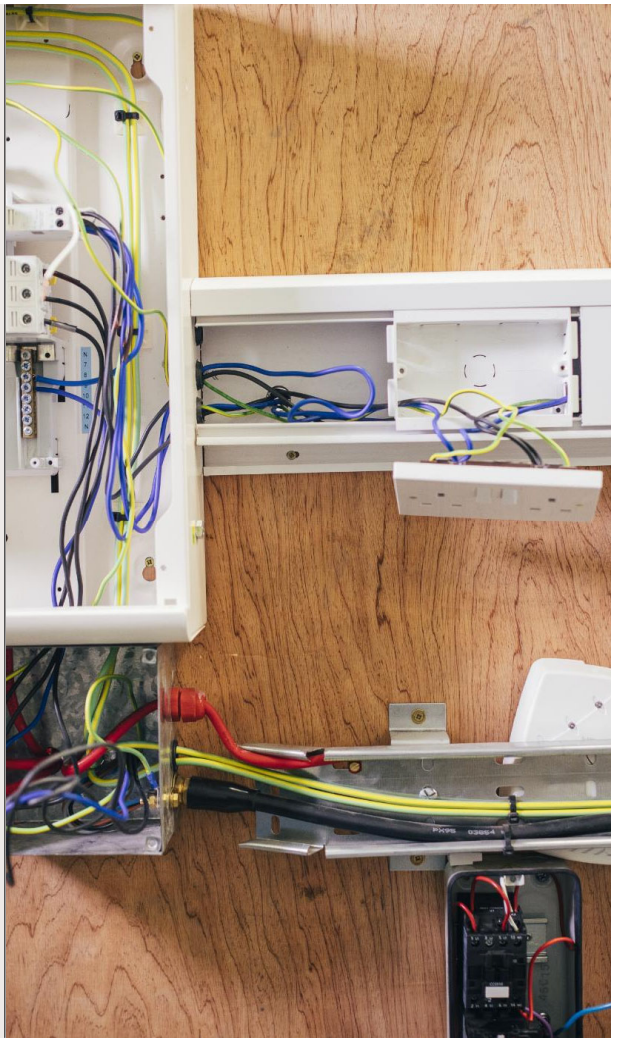
- *Replaced all legacy security cameras at the MS\HS. (Before this project even took place the MS\HS was the only building with cameras)*
- *Added 100 new cameras to eliminate blind spots and expand coverage*
- *Improved video quality, reliability, and system integration*

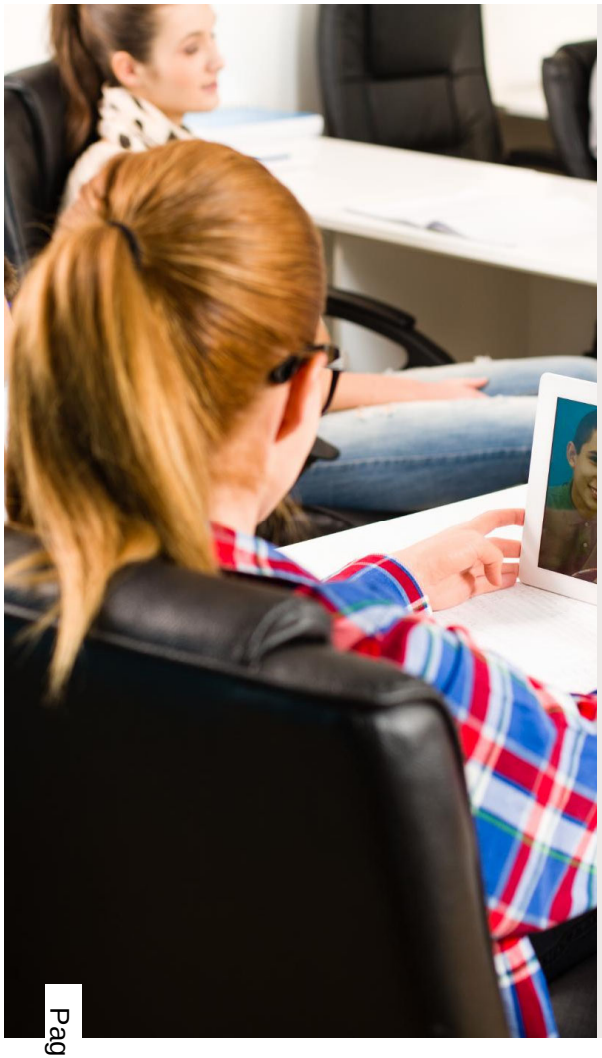
Enhanced Door Access Controls

- *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

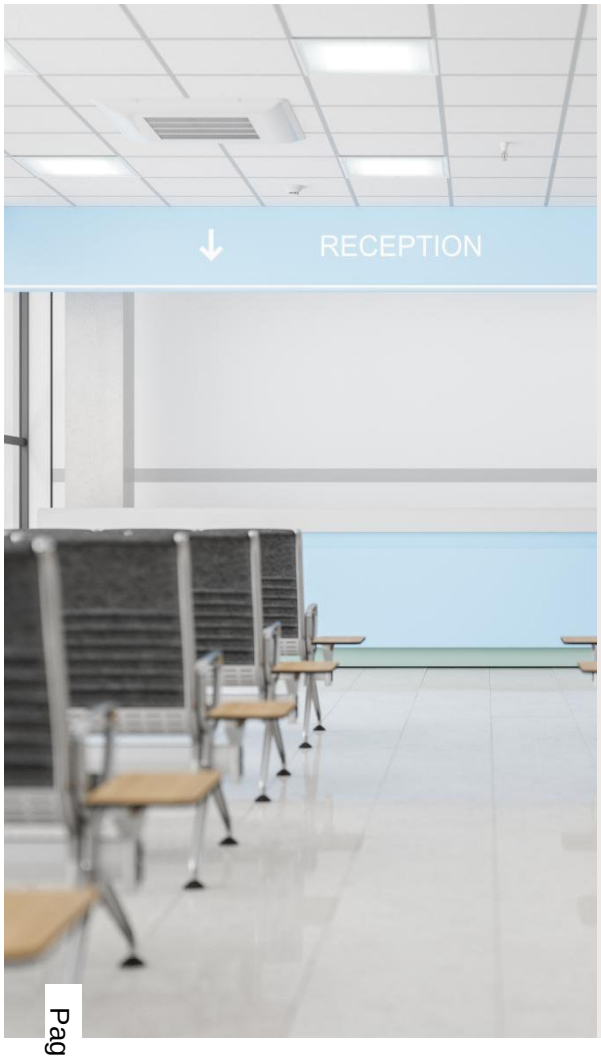
Laptops for teachers and staff facilitate efficient instructional and administrative task management.

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

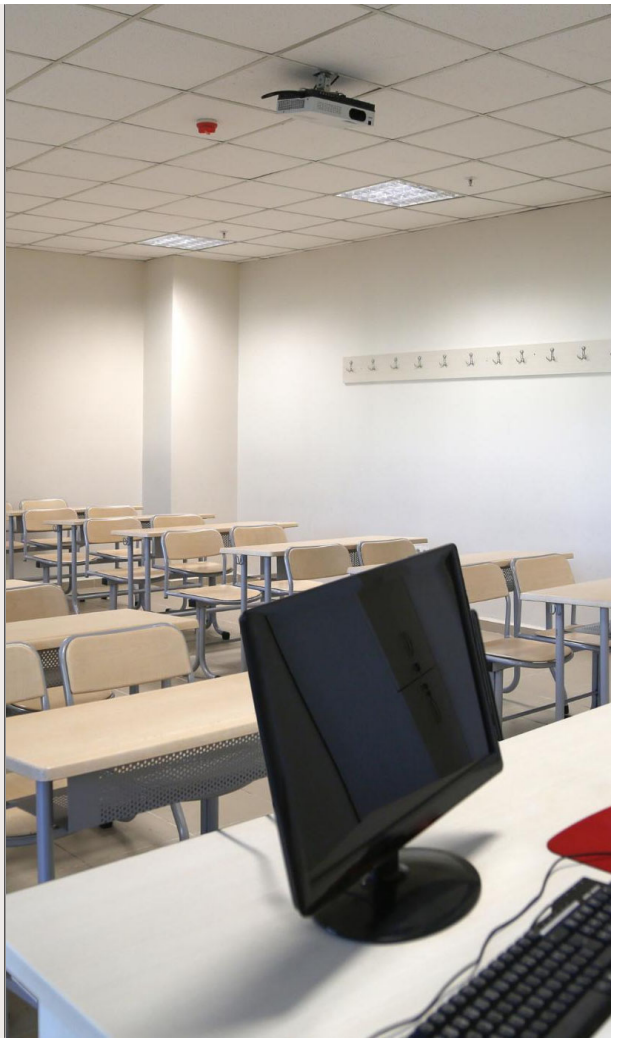
Chromebooks provide 1:1 digital access, supporting personalized and inclusive learning opportunities.

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.

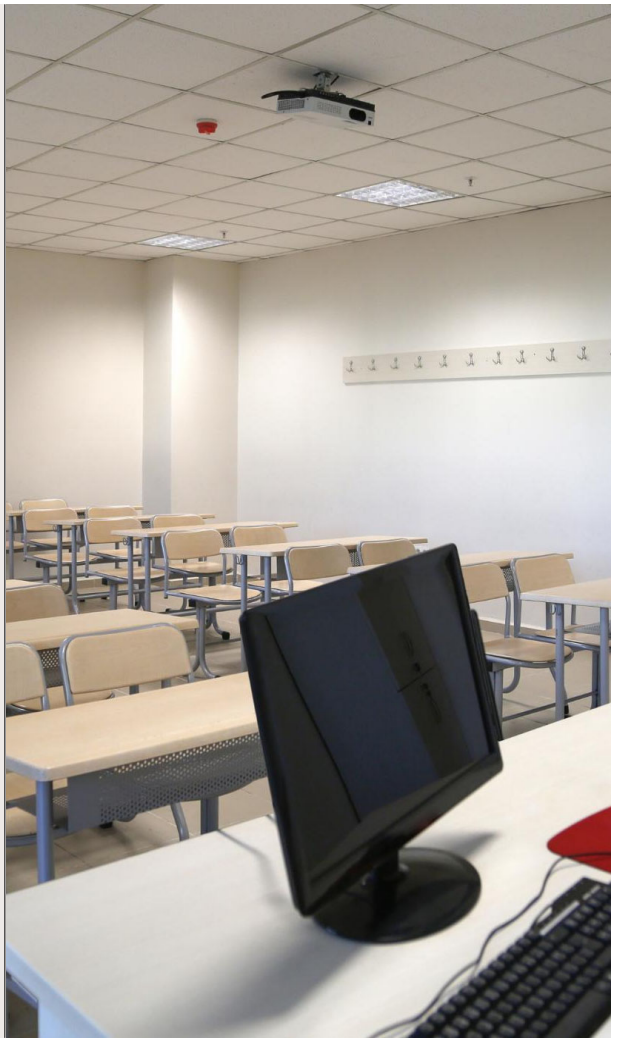
Board Support and Impact

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?

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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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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§ 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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.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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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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.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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User Notes:

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

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, 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

Special Meeting in Central Administration - Mar 10 2026 Minutes

Tuesday, March 10, 2026 at 4:00 PM

Central Administration

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, Rick Knutsen, Cindy Bishop

Not Present: Caroline Jerome, Clark Goodrich

2. Contracts and Independent Contractor Retainers

2.01 Approve all Contracts and Independent Contractor Retainers

The Board hereby approves item number 2.02

Moved by: Jenny Jared; seconded by: Emily Mitchell-Marell

Carried

2.02 Combination of Athletic Teams for Varsity Softball

BE IT HEREBY RESOLVED on recommendation by the Superintendent of Schools that the Board of Education of the Onteora Central School District approve the Combining of Athletic Teams between the Onteora Central School District and the Rondout Valley Central School District for Varsity Softball. Rondout Valley is the host school with Onteora being the Combining School effective March 11, 2026; and authorizes the Superintendent, Board of Education President, and Athletics Director to sign such an agreement.

Carried

3. Adjournment

3.01 Adjourn the Meeting. Next meeting is March 17, 2026 at 6:00 pm at Bennett School.

The meeting is adjourned at 4:03 pm.

Moved by: Emily Mitchell-Marell; seconded by: Jenny Jared

Carried

District Clerk

Board Meeting - Mar 17 2026 Minutes

Tuesday, March 17, 2026 at 6:00 PM

Bennett School

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, Clark Goodrich, Rick Knutsen, Cindy Bishop

Not Present: Emily Mitchell-Marell, Caroline Jerome

Now Present: Emily Mitchell-Marell, Caroline Jerome arrived at 6:02 pm

2. Welcome

2.01 Bennett Principal, Gabriel Buono will welcome the Board (duration 15 mins)

Ms. Jolie Moorhus, Administrative Intern, provided an update on behalf of Mr. Buono regarding recent activities and upcoming events at Bennett Elementary School.

She reported that students and family members attended the Sweetheart Breakfast, including parents, grandparents, aunts, and uncles. The Kool Skool program for grades K–5 began on March 10th, and students also participated in a performance by KIT's Interactive Theatre.

All grade levels celebrated the 100th Day of School, and fifth grade students recently attended a trip to Ashokan. Kindergarten students attended a performance at the Ulster Performing Arts Center (UPAC). The school also recognized Read Across America Week with literacy-focused activities. Students celebrated St. Patrick's Day by creating traps throughout the school to try and catch the Leprechaun. Staff and students are looking forward to upcoming spring activities.

Ms. Corsitto, Math Liaison, provided an update on mathematics initiatives. She discussed the use of the First in Math program, which helps students build strong math skills, increases engagement across all ability levels, improves confidence, and supports

the development of problem-solving skills. Bennett students will participate in an online math tournament on March 19th, with fourth grade piloting the event. There is potential to expand participation next year. Students are also regularly practicing math skills through the Game 24 card game. If students advance to the championship round, they will have the opportunity to compete in Albany.

Ms. Corsitto also noted recent professional development focused on the five instructional practices of anticipating, monitoring, selecting, sequencing, and connecting. Additionally, a monthly math-focused book club continues.

Ms. Kovac, ELA Liaison, announced the Second Annual Literacy Family Night, scheduled for Thursday, March 26th at 5:30 p.m. The event will celebrate literacy and art and is being organized in collaboration with the PTA, which has sponsored a book for every student.

3. Award Tenure

3.01 The Board of Education will Award Tenure

The following named INSTRUCTIONAL PERSONNEL, having served a period of probationary status consistent with the Education Law of the State of New York and provisions of the Commissioner's Regulations, and having received continuing satisfactory evaluations of performance, is hereby recommended by the Superintendent of Schools for APPROVAL for TENURE STATUS.

With a probationary period of 3/23/2023 to 3/22/2026, certified Reading Teacher, **Amanda Kovac** hereby receives tenure on 3/23/2026

Moved by: Caroline Jerome; seconded by: Eric Knutsen

Carried

4. Presentations

4.01 Director of Pupil Personnel Services, Carol Grima will present the 2025-2026 Special Education Services Plan (duration 20 mins) 13

PPS Presentation to the BOE 3_17_2026.pdf

4.02 Assistant Superintendent for Business, Monica LaClair will provide a presentation of 2026-2027 Revenue and Expenditure Budgets (duration 20 mins) 24

3-17-26 Presentation.pdf

5. Student Representative Report

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

Student Representative Ms. Albright reported that the spring sports season has begun. She also shared that the newest (third) edition of *The Talen* has been released.

Students recently attended an assembly presented by the Ulster County District Attorney's Office titled "Breaking the Cycle," which focused on the topic of forgiveness. Faculty members followed the event by providing ice cream for students the next day.

Ms. Albright also raised concerns regarding a strong sulfur odor in parts of the school, which students report is becoming increasingly difficult to tolerate. Ms. LaClair noted that Buildings and Grounds staff have been actively working to identify the source of the

odor and believe it may be originating underground. It was further reported that without a major construction project, there may be limited options to fully resolve the issue at this time. However, pouring water down drains has appeared to help improve the odor.

6. Proposed Executive Session

6.01 Enter Executive Session

Motion to enter into executive session to discuss OAA negotiations (20 mins)

Moved by: Rory Smith; seconded by: Caroline Jerome

Carried

6.02 Exit Executive Session

Motion to exit executive session and return to public session

Moved by: Rory Smith; seconded by: Caroline Jerome

Carried

7. Acceptance of Minutes

7.01 Acceptance of Minutes 40

Board Meeting - Mar 05 2026 - Minutes - Html

Special Meeting in Central Administration - Mar 10 2026 - Minutes - Html

The Board of Education hereby accepts the minutes of the March 5, 2026 and March 10, 2026 meetings

Moved by: Jenny Jared; seconded by: Rory Smith

Carried

8. Superintendent District News

8.01 The Superintendent will report District News

Parent Square Snapshot

Last week we had 61 posts and 418 direct messages in the platform. Since the inception, we have had 1,985 posts and 12,372 direct messages. 92% or 1,210 parents have opted to receive and 105 or 8% have opted to receive texts. 46% or 608 parents have the app, and 486 of those parents are receiving notifications through the app. 558 parents have interacted with ParentSquare through comments, appreciations on posts, direct messages, or forms or permission slip completions.

Athletic Recognition

We had some incredible achievements from the winter sports season. Our Interim Athletic Director will come to the April 7th Board meeting to share and recognize the athletes, so I don’t want to steal her thunder, but I can tell you that we had some truly incredible outcomes.

Music Recognition

We will have a recognition of all of our student musicians who participated in All-County or went to the state level at our next meeting.

Snow Days

As of right now, it appears that we may escape the clutches of winter with our entire Spring Break intact. We exceeded our snow day calendar allotment by one day, but NYSED will waive that day due to the statewide state of emergency. They have said that it will not require an application or additional paperwork because it was a statewide travel ban with the state of emergency.

Calendar

We have both the current school year calendar and next year's calendar on the agenda this evening. The modification to the current calendar is in recognition of the central voting location, which will allow our elementary students to remain in school for the full day on the day of the budget vote.

Next year's calendar is also on the agenda this evening. After receiving feedback from our instructional cabinet, we have split the elementary and secondary parent-teacher conferences for the 2026-2027 school year. We expect this will allow families with students at both levels to attend both events and not feel rushed or have to choose which to attend. We also have six snow days in the calendar for next year, and we hope to have a milder winter than we have just experienced.

Shokan Sewer Project

Starting in April, the Town of Olive will begin work on their sewer project which will impact traffic on Rt 28 and possibly some of our side roads. Our Director of Transportation has made contact with the project manager and has asked to be included in the kick off meeting so that he can make the necessary adjustments to our bus routes and so that he is aware of what types of traffic and delays to expect.

Bennett Principal

We are in the process of hiring for the new Principal of the Bennett Elementary. The position has been posted and we have had a number of qualified candidates. The interviews will be held in the near future.

8.02 Central Campus Design Update

We have hosted our first user group meeting, in which representatives from the general education classrooms, kindergarten classrooms, and the library met with the architects and designers to ensure that the people designing the spaces understand what the

needs of the people who work in these spaces daily really are. Our next meeting will be on Wednesday and will include Principals, the office staff, and the art teachers. The architects and designers will then take that information and work on refining the designs, and we will bring everyone back together for a second round of meetings in April to share what is being created and get feedback.

We will have property surveyors on the campus later next week and over spring break in support of this project. There will also be a drill rig taking soil samples in the area of the BN addition over spring break.

9. Board District News

9.01 The Board will report District News

Trustee Mitchell-Marell reported that the Woodstock Elementary talent show was held this past Friday. She described it as an especially fun evening that concluded with a dance party in the cafeteria.

Trustee Knutsen shared information regarding the Al Held Foundation. Over the past six of the last ten years, Onteora art students have had the opportunity to visit the late artist Al Held's large studio. Students responded to his artwork through their own projects, which were displayed gallery-style. Each student also delivered a brief presentation explaining how Al Held inspired their work. Trustee Bishop and Superintendent McLaren attended the event. Trustee Bishop expressed pride in the students' accomplishments. Additional information is featured on the front page of *The Talon*.

Trustee Jerome noted that Onteora students consistently demonstrate confidence, sharing that she has repeatedly observed students feeling comfortable speaking up and expressing themselves.

Trustee Jared highlighted recent achievements within the music department, including participation in the All-County Orchestra, which she described as spectacular. She also noted a recent trip to Albany that included a jazz band mash-up performance. Trustee Mitchell-Marell added her appreciation for the opportunities available in the District despite its small size.

Trustee Bishop reported on the March 7 Woodstock Housing Committee meeting, which lasted approximately two hours. The committee discussed narrowing the search for potential sites for affordable workforce and senior housing within the Town of Woodstock. The second hour included table discussions on these topics.

10. Acknowledge Public Be Heard Comments

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

- Amy Suozzo

11. Public and Student Comment

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

- Steve Suozzo

12. Discussion and Possible Action

12.01 Approve Polling Location and Voting Hours for District Votes

WHEREAS, the Board of Education has the authority to designate polling locations and establish voting hours for District votes; and

WHEREAS, the Board finds it appropriate to consolidate and update the polling location and hours for all future District votes;

NOW, THEREFORE, BE IT RESOLVED, that the polling location for all future District votes shall be the Middle/High School, replacing the prior locations at Bennett Elementary School and Woodstock Elementary School; and

BE IT FURTHER RESOLVED, that for all future District votes the polls shall be open at the Middle/High School from 7:00 a.m. to 9:00 p.m.

Moved by: Jenny Jared; seconded by: Rory Smith

Carried

12.02 Approve Updated 2025-2026 School District Calendar

The Onteora Board of Education hereby approves the updated 2025-2026 school calendar as attached

Moved by: Caroline Jerome; seconded by: Eric Knutsen

Carried

25.26 Calendar update.pdf

12.03 Approve Updated 2025-2026 Board of Education Meeting Schedule

The Onteora Board of Education hereby approves the updated 2025-2026 Board of Education calendar as attached

Moved by: Clark Goodrich; seconded by: Emily Mitchell-Marell

Carried

proposed update - 2025-2026 BOE Meeting Schedule FINAL.pdf

12.04 Approve 2026-2027 School Calendar

The Board of Education hereby approves the School Calendar for the 2026-2027 school year, as attached

Moved by: Emily Mitchell-Marell; seconded by: Jenny Jared

Carried

DRAFT 26.27 School Calendar.pdf

13. **Break**

13.01 The Board will take a 5 minute break if needed

14. Consent Agenda

14.01 Approve Consent Agenda

The Board hereby approves item numbers 14.02 - 14.10

Moved by: Caroline Jerome; seconded by: Jenny Jared

Carried

14.02 Personnel Agenda

The Board of Education hereby approves the personnel agenda as attached

Carried

14.03 Approve Cooperative Bidding with BOCES

WHEREAS it is the desire of the participating school districts of the Board of Cooperative Educational Services, Ulster County, adopting this resolution to jointly request bids for certain commodities to be determined by the Superintendent of this school district from time to time for the 2026-27 school year,

NOW, therefore, be it RESOLVED that the Onteora Central School District hereby agrees to participate with other school districts of the Board of Cooperative Educational Services, Ulster County, New York, in the joint bidding of commodities to be requested by the school district Purchasing Agent and approved by the Superintendent; and be it further

RESOLVED that the specifications as prepared by a Committee of participating school districts and presented to this Board of Education will be used and that this Board, if it desires to purchase these commodities agrees to purchase said commodities at the lowest bid price recommended by the Committee of the joint school districts; provided, however, that each participating Board of Education in exercising its legal responsibilities, has the right to reject and/or modify the recommendation of the Committee in the awarding of the bid; and be it further

RESOLVED that the invitation to bid will be advertised by BOCES in the Kingston Daily Freeman, the Middletown Times Herald Record and the Poughkeepsie Journal in accordance with the provisions of Section 103 of the General Municipal Law.

Carried

2026-2027 Cooperative Bidding.pdf

14.04 Change Orders

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 or the current projects

Carried

Change Order Spreadsheet - 25-26 3.17.26 BOE.pdf

KER #011 CO.pdf

KER #012 CO.pdf

KER #013 CO.pdf

KER #014 CO.pdf

KER #015 CO.pdf

TBI #002 CO.pdf

14.05 Budget Transfer

The Superintendent recommends the transfer of $250,000 from retiree to active employee health insurance budget codes based on D.E.H.I.C. billing for the remainder of the school year.

Amount $ 250,000.00 from budget code A9060.875-10 to budget code A9060.800-10

Carried

14.06 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 $1,400.00.

Carried

Donation Spreadsheet for 25-26 BOE Approval 3.17.2026 $1,400.00.pdf

14.07 Financial Report

The Board has reviewed and hereby accepts the Financial reports from January 2026

Carried

14.08 Warrants

The Board of Education has reviewed and hereby accepts Warrant Schedule 9

Carried

14.09 Surplus Library Books from Woodstock Elem.

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

Carried

Woodstock Library Books- Surplus List.pdf

14.10 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, #03/26, Confidential, as reviewed by Trustee Cindy Bishop

Carried

15. Contracts and Independent Contractor Retainers

15.01 Approve all Contracts and Independent Contractor Retainers

The Board hereby approves item numbers 15.02 - 15.08

Moved by: Jenny Jared; seconded by: Caroline Jerome

Carried

15.02 Approve Polling Services Agreement

The Board of Education hereby approves the Polling agreement between the Onteora Central School District and the Ulster County Board of Elections for the use of their voting machines for the 2025 Special Vote on December 10, 2025

Carried

Ulster County Board of Elections Contract for 12.10.25 vote.pdf

15.03 ICR- EMS Mentor

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 Melissa Dupree retained as an EMS Mentor effective March 18, 2026 through June 30, 2026 at a maximum rate of $250.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

15.04 ICR- Empowered Montessori LLC - Academic Tutor

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 Empowered Montessori LLC retained as an Academic Tutor effective March 18, 2026 through June 30, 2026 at a rate of $150.00/hour to a maximum rate of $3,204.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

Empowered Montessori LLC.pdf

15.05 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 Nutty Scientists Hudson Valley retained providing an "Ice Age" Assembly effective April 17, 2026 at a maximum rate of $375.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

ICR- Nutty Scientists.pdf

15.06 Lease Agreement with Woodland Playhouse

BE IT RESOLVED, that the Board of Education of the Onteora Central School District approves a Lease Agreement with Woodland Playhouse LLC for the use of classroom space and shared areas at the former Phoenicia Elementary School for Universal Pre-K programming, at a monthly rate of $900 per instructional classroom, with one office classroom included, for a term ending June 30, 2027, with a start date to be determined; and authorizes the Superintendent to execute the agreement.

Carried

LEASE AGREEMENT FINAL Woodland Playhouse.pdf

15.07 Liberty Resources Psychology, Physical, Occupational and Speech Therapy, PLLC

BE IT RESOLVED, that the Board of Education of the Onteora Central School District hereby approves an agreement with Liberty Resources Psychology, Physical, Occupational and Speech Therapy, PLLC for the provision of consultant teacher and related services for the period April 2026 through June 2027 at the following rates: Speech/Language Pathology – $35.00 per 15-minute unit; Occupational Therapy – $35.00 per 15-minute unit; Physical Therapy – $35.00 per 15-minute unit; Home Instruction/ABA – $25.00 per 15-minute unit; Psychological Evaluations – $650.00 per evaluation; Related Service Evaluations – $350.00 per evaluation; Social Work Counseling – $25.00 per 15-minute unit; and Staff Training – $125.00 per person per day; and

BE IT FURTHER RESOLVED, that the Superintendent of Schools is hereby authorized to execute such agreement on behalf of the District.

Carried

Liberty Resources Psychology Physical Occupational - Provision of Consultant Teacher Services.pdf

15.08 Mid-Hudson Interpreter Services

BE IT RESOLVED, that the Board of Education of the Onteora Central School District approve the contract between Onteora Central School District and Mid-Hudson Interpreter Services for Interpreter Services from July 1, 2026 through June 30, 2027 and authorizes the Superintendent to sign such an agreement.

Carried

Onteora Central School District 2026-2027 MHIS.pdf

16. Committee Reports

16.01 Updates from Board Committees

Trustee Jared reminded the community about the upcoming *Meet, Greet and Eat* event scheduled for April 20, 2026.

Trustee Knutsen reported on the recent Audit Committee meeting. Noting that Assistant Superintendent for Business, Monica LaClair provided updates on her progress in preparing for the District audit. Community members are always invited to attend the Audit Committee meetings.

Trustee Bishop reported on the Policy Committee meeting, noting that several policies were reviewed and will be brought forward for consideration at the next Board meeting.

Trustee Knutsen also reported on the Communications Committee meeting, mentioning that the committee reviewed the first draft of the budget newsletter. Trustee Goodrich shared seeing an example table used by the Saugerties Central School District to help explain budget components. The board expressed interest in incorporating a similar infographic into the District's newsletter to better explain how the budget is allocated.

Trustee Smith reported that the Facilities Committee meeting is scheduled for March 19.

17. Unfinished Business

17.01 The Board will discuss Unfinished Business 236

A-New-Direction-for-Students-in-an-AI-World-SUMMARY.pdf

The Board reviewed and discussed the attached eight-page summary document regarding student experiences with artificial intelligence (AI) in educational settings. The study referenced included participation from 50 counties and spanned one year. Trustees shared their individual takeaways and discussed how the findings relate to the District's emerging AI goals.

Trustees emphasized the importance of maintaining a "human-first" approach to education, noting the need to thoughtfully integrate AI while preserving critical thinking skills, hands-on learning, and meaningful student-teacher interactions. While recognizing that AI technology is difficult to avoid and may offer both positive and negative impacts, trustees expressed hesitation and uncertainty

about the future role of AI in schools. It was noted that AI should be viewed as an educational tool and a partner in learning rather than a replacement for human interaction. Trustees also discussed the importance of ensuring that both parents and teachers are informed about the benefits and potential risks associated with AI use.

Assistant Superintendent Laffin reported that she is supporting professional development opportunities for teachers to build understanding of AI and its appropriate use in the educational setting. She noted that many educators are currently grappling with how to effectively integrate AI and will share the referenced article with staff.

The Board discussed the possibility of hosting future "World Café" style community discussions to include parents, students, staff, administrators, and community members, potentially with the support of a facilitator. Trustee Knutsen recommended continuing Board-level discussions over the next two meetings to allow trustees additional time to review materials and build knowledge before planning a broader community event. Trustees agreed to read approximately 25 pages of the article prior to the next meeting to further inform discussion.

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

Trustee Mitchell-Marell requested information regarding student screen time usage at the elementary level, including the approximate number of minutes per week students are engaged with devices.

Trustee Jared inquired whether the District currently has a policy governing internet and device usage in schools.

Trustee Jared also requested an update regarding the sulfur odor reported in a school hallway and asked what measures are being taken to address the issue.

20. Adjournment

20.01 Adjourn the Meeting. Next meeting is April 7, 2026 at the MS/HS in the Auditorium at 6:00pm.

The meeting is adjourned at 9:25pm.

Moved by: Eric Knutsen; seconded by: Rory Smith

Carried

District Clerk

ONTEORA CENTRAL SCHOOL DISTRICT

SPECIAL EDUCATION SERVICES PLAN 2025-2026

Presented by Carol Grima, Director of Pupil Personnel Services & Ariel McGrath Interim Director of Pupil Personnel Services

March 17, 2025

Recap of Services Provided Under Pupil Personnel

- Universal PreKindergarten (UPK)
- Committee on Preschool Education (CPSE)
- Committee on Special Education (CSE)
- McKinney Vento
- Foster Care
- Section 504

Preschool Special Education Programming

- Related Services including Occupational Therapy, Physical Therapy, Speech/Language Therapy, Counseling
- Special Education Itinerant Teacher (SEIT)
- Special Education Programs
- Special Class
- Special Class Integrated Setting

-Onteora related service providers servicing Preschool students in Speech, OT, PT, and counseling

**Services are fully paid through the county*

An Overview of Elementary Special Education Programming

- Related Services including Occupational Therapy, Physical Therapy, Speech/Language Therapy, Counseling and TOD/HH services

- Special Class Reading (Multisensory Reading)

- Integrated Co-Teacher /Direct Consultant Teacher

- Special Class 12:1:1

- Management Attention Program Special Class (MAPS) 8:1:2

Elementary Special Education Programming by School

Bennett Elementary School	**Woodstock Elementary School**
Grades K-5	Grades K-5
Integrated Co-Teach K-5 (ELA & Math)	Integrated Co-Teach K-5 (ELA & Math)
Special Class 12:1:1	MAPS (Management Attention Program) 8:1:2
	Kindergarten Special Class @ Woodstock shifting to Bennett

Middle School Special Education Programming

Related Services including Occupational Therapy, Physical Therapy, Speech/Language Therapy, Counseling and TOD/HH services

Grade 6	**Grade 7**	**Grade 8**
Consultant Teacher- Direct (English, Math, Social Studies, Science)	Consultant Teacher- Direct (English, Math, Social Studies, Science)	Consultant Teacher- Direct (English, Math, Social Studies, Science)
Special Class 12:1:1 (English, Math, Social Studies, Science)	Special Class 15:1:1 (English, Math, Social Studies, and Science)	Special Class 15:1:1 (English, Math, Social Studies and Science)
**Special Class Reading Grades 6,7, and 8*		

High School Special Education Programming

Related Services including Occupational Therapy, Physical Therapy, Speech/Language Therapy, Counseling and TOD/HH services

Grade 9	**Grade 10**	**Grade 11**	**Grade 12**
Integrated Co-Teach (English, Math, Social Studies, Science)	Integrated Co-Teach (English, Math, Social Studies, Science)	Integrated Co-Teach (English, Math, Social Studies, Science)	Integrated Co-Teach (English, Math, Social Studies, Science)
Regents Intensive 15:1:1 (English, Math, Social Studies, Science)	Regents Intensive 15:1:1 (English, Math, Social Studies, Science)	Regents Intensive 15:1:1 (English, Math, Social Studies, Science)	Regents Intensive 15:1:1 (English, Math, Social Studies, Science)
		Shared school day with BOCES	Shared school day with BOCES

Special Education Data Points

As of **February 27, 2026**:

Total number of students attending Onteora School Buildings 1,002.

- There are currently 175 (in district) & 19 Out of District (OOD) school age students served by Individualized Education Programs (IEPs), which translates to a classification rate of 17.5% 2025/2026 school year
- (18% in 2024-2025) (19% in 2023-2024)
- 19 students are placed in OOD programs (24 in 2024-2025) (34 in 2023-2024)
- 89 school age students have Section 504 Accommodation Plans (85 2024-2025)(107 in 2023-2024)
- 10 elementary special education teachers, 12 secondary special education teachers, and 16 district-wide related service providers support our students with IEPs.
- 20+ special education teaching assistants and monitors support instruction in co-taught or self-contained classrooms district-wide

Special Education Successes

- Continuing to provide Multisensory reading support 2nd-8th grade

- Ongoing training and consultation for our special classes to create an explicit and systematic learning environment

- Certified Occupational Therapy Assistant has successfully supported our Universal Pre-kindergarten (UPK) sites

- Related Service and Clinical staff will continue to receive training in psychoeducational evaluations and behavior management support

- Onteora related service providers servicing Preschool students in Speech, OT, PT, and counseling

- Branching Minds platform allows us to streamline intervention and progress monitoring data to help provide interventions rather than direct referrals to CSE

-Continued work in building supports around Assistive Technology

Future Considerations

1. Lack of Committee on Preschool Education (CPSE) providers state and county wide
2. Teacher shortage- Difficulty filling vacancies @ Out of District (OOD) schools
3. Decreased enrollment increases the challenges to create specialized classes

Questions

2026-2027
Revenue & Expenditure Budget

Monica LaClair, CPA
Assistant Superintendent for Business

March 17, 2026
Bennett Elementary School

TAX LEVY LIMIT CALCULATION (FINAL)

		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
UPDATED PROJECTED REVENUES

	2025-2026 Actual	2026-2027 Updated	$ 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	$1,112,000	$ 76,000	7.3%
Total	**$61,070,252**	**$62,519,015**	**$1,448,763**	**2.37%**

2026-2027
UPDATED PROJECTED EXPENSES

	2025-2026 Actual	2026-2027 Updated	$ Difference	% Difference
General Support	$ 2,366,712	$2,483,628	$ 116,916	4.9%
Operations & Maint	$ 3,479,412	$ 3,864,266	$ 384,854	11.1%
Instruction	$ 28,987,697	$29,716,169	$ 728,472	2.5%
Transportation	$ 6,093,969	$ 6,110,414	$ 16,445	0.3 %
Employee Benefits	$ 21,412,268	$22,103,421	$ 691,153	3.2 %
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%
Sub - Total	**$ 63,588,660**	**$65,481,500**	**$ 1,892,840**	**2.98%**
Additional Transfer	$ 0	$1,000,000		
Grand Total	**$63,588,660**	**$66,481,500**	**$ 2,892,840**	**4.55%**

2026 - 2027
Drivers of Budget Increase

- General Support
  - Insurance - Increased by 10%
    - Not a reflection of our claims, but of the industry as a whole
  - BOCES Admin - Increased by 6%
- Operations & Maint
  - Safety and Security
    - Arrow Security - Vestibule security added during 2025-2026
    - Utilities
      - Electric costs have increased dramatically (approximately 30%)
- Instruction
  - $22,303,322 or 75% of Instruction budget is salaries
  - $ 3,284,450 or 11% of Instruction is for Out of District Placement of Special Education students. This increased by 13.7%
  - Non-salary portion of instruction budget went up by 6.74%
  - Salary part of instruction budget increased minimally (1.18%) due to retirees not being replaced

2026 - 2027
Drivers of Budget Increase

- Transportation
  - First Student Contract
    - 3% increase per contract
  - Equipment Purchases
    - Bus cost increased by 20%
    - Analyzing the option of leasing versus buying
- Employee Benefits
  - Health Insurance cost increased 11% for Active employees, and between 4-6% for Retirees
  - TRS budget decreased by 4.4% for the District contribution to the pension system
- Community Service
  - Supports our local libraries
- Debt Service
  - Bus Garage lift lease
- Interfund Transfers
  - Supports Cafeteria, Summer School and Capital work

2026-2027
EQUIPMENT REQUESTS

$359,100 Budgeted

- Buildings and Grounds
  - Gym Floor Refinish Machine - $30,000
  - WD Ventrac Tractor - $40,000
  - Softball/Soccer Scoreboard - $12,000
- Athletics
  - Wrestling Mats - $11,665
  - Outdoor Throwing Platform - $8,335
- Transportation
  - One (1) large bus - $189,600
  - One (1) van - $40,000

2026-2027
TRANSFER TO CAPITAL

$1,750,000 Budgeted

- Additional $1 million funding for Elevator+ project
  - Includes MS/HS Elevator, HS Hallway Asbestos removal & ceiling replacement, and MS gym floor demolition and replacement
- Refurbish flooring in School Counseling suite
- Refurbish flooring in Learning Center
- Repairing Server Room
- Paving & roof repairs, where possible

BUDGET HAS TO BALANCE



Revenue
$62,519,015

Expenditures
$65,481,500

UPDATED PROJECTED DIFFERENCE

	2025-2026 Adopted	2026-2027 Updated (3/17/2026)
Projected Revenues	$61,070,252	$62,519,015
Projected Expenditures (Subtotal)	$63,588,660	$65,481,500
Projected Difference		**$2,962,485**
Additional Transfer to Capital		1,000,000
Appr. Fund Balance *	$2,518,408	$3,962,485

* When we don't expend all the money in the budget or we receive more revenue than budgeted, that money goes into Fund Balance. Appropriated Fund balance is the utilization of the prior year's fund balance to offset the current year's expenses. 2024-2025 FUND BALANCE and RESERVE PLAN

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**

ONTEORA CENTRAL SCHOOL DISTRICT

Prior Year Fund Balance

Reserve Accounts Balances 6/30/25	
* Capital Reserve 2023	$9,666,625
* Unemployment Reserve	$748,565
* ERS Retirement Reserve	$3,842,325
* Repair Reserve	$33,340
* TRS Retirement Reserve	$2,037,787
* Employee Benefits Reserve	$1,678,105
Total Reserves	**$18,006,747**
Total Unappropriated 6/30/25	$6,218,468
Total Reserves/Unappropriated	**$24,225,215**

Proposition for Capital Reserve

- The District's voters approved use of the current Capital Reserve to fund the recently (December 2025) approved Capital Project.
- We are recommending a proposition to establish a **new Capital Reserve**.
- The proposed reserve would allow funding **up to a total of $10 million over a 10-year period**.
- The reserve would be funded through **year-end budget savings when available**.
- This proposition would be presented to voters **as part of the May budget vote**.
- Establishing this reserve will allow the District to **plan for future capital needs without relying on borrowing**.
- It is required that this proposition be included in the first legal notice which will be published April 3, 2026. We can publish and approve the resolution on April 7, 2026 or have a special meeting.

State Budget Update

One House budgets were released Tuesday March 10, 2026.

Both the Assembly and Senate would raise the Foundation Aid minimum increase from 1% to 2%. Both would also increase the weight assigned to English Language Learners in the Pupil Needs.

The Senate would increase the limit for Capital Outlays from $100,000 to $250,000 and allow the limit to cover multiple projects.

The Senate calls on the Governor to provide funding to support school districts in providing free appropriate public education to students with disabilities to age 22.

Both houses would expand the 30% farm-to-school reimbursement to include breakfast and snacks.

Both houses also support reforms to Tier 6 to provide improved benefits, but did not include specific changes.

Budget is due 4/1/26, but is expected to be delayed.

WHAT'S NEXT?

- April 7, 2026
  - Superintendent's Recommended Budget
  - Capital Reserve Resolution
- April 20, 2026
  - Board candidate nominating petitions due
- April 21, 2026
  - Board of Education budget adoption
- April 26, 2026
  - Last date legally allowable for Board of Education to adopt budget
- May 5, 2026
  - Budget Hearing
- May 19, 2026
  - Budget Vote

ONTEORA
CENTRAL SCHOOL DISTRICT

QUESTIONS?

Onteora Central School District

2025-2026 School Calendar

July 2025

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

School Closed
For Students and 10-month staff

No School for Students
Superintendent's Conference Day

District Closed
For Student and All Staff, All Offices Closed

First and Last Day of School

BOE Approved */**/****

Not for Contractual Purposes

Emergency Closing Days = 6
Emergency Give Back Days = 5/22/26, 5/26/26, 4/06/26, 5/21/26, 6/05/26, 6/08/26
Make up Days = 3/30/26, 3/31/26, 4/01/26, 4/02/26

IMPORTANT DATES	
Sep 1	Labor Day
Sep 2	Superintendent's Conference Day
Sep 3	Superintendent's Conference Day
Sep 4	Students Return
Sep 23	Rosh Hashanah
Oct 2	Yom Kippur
Oct 13	Indigenous People's Day
Oct 23	Superintendent's Conference Day
Nov 3	PM Parent-Teacher Conferences
Nov 4	Parent-Teacher Conference Day
Nov 6	*Emergency Evacuation Day – Dismiss 15 min Early
Nov 11	Veteran's Day
Nov 26-28	Thanksgiving Recess
Dec 10	Superintendent's Conference Day
Dec 24-Jan 2	Winter Vacation
Jan 19	Martin Luther King, Jr. Day
Jan 20-23	Regents Exams
Feb 16	President's Day
Feb 17	Lunar New Year
Mar 30-Apr 3	Spring Vacation
Apr 6 – May 22	Window of NYS ELA, Math, Science Written Assessments Grades 3-8
May 19	School Budget Vote Day
May 25	Memorial Day
Jun 9	ELA and Algebra II Regents
Jun 10	Chemistry and Physics Regents
Jun 17-18, Jun 22-26	Regents Exams
Jun 19	Juneteenth
Jun 25	½ Day Elementary
Jun 26	Last Day of School; ½ Day Elementary; Regents Rating Day

DAYS IN SESSION	
September	18
October	20
November	15
December	16
January	19
February	18
March	20
April	19
May	20
June	19
Total Student Days	184
Conference Days	5
Emergency (Snow) Days	-6
TOTAL	183

EMERGENCY CLOSING DAYS

If we do not use **6** days, giveback days are:
May 22, May 26, April 6, May 21, June 5, June 8

If we do not use **5** days, giveback days are:
May 22, May 26, April 6, May 21, June 5

If we do not use **4** days, giveback days are:
May 22, May 26, April 6, May 21

If we do not use **3** days, giveback days are:
May 22, May 26, April 6

If we do not use **2** days, giveback days are:
May 22, May 26

If we do not use **1** day, giveback day is:
May 22

If MORE than **6** days are used,
the extra days will be made up as follows:

March 30, March 31, April 1, April 2

ADDITIONAL INFORMATION
Emergency Evacuation Day:
*Nov 6 (schools dismiss 15 minutes early)
Parent-Teacher Conferences:
Nov 3 (P.M.)
Nov 4
Marking Periods End:
11/7/25, 1/23/26, 4/10/26, 6/26/26
5-Week Reports:
10/3/25, 12/12/25, 2/27/26, 5/15/26
Elementary Report Cards Issued:
11/14/25, 1/30/26, 4/17/26, 6/26/26
Superintendent Conference Days:
9/2/25, 9/3/25, 10/23/25, 11/4/25, 12/10/25

//**

ONTEORA CENTRAL SCHOOL DISTRICT

2025-2026 Board of Education Meeting Schedule

July 1, 2025	Reorganization/ Board of Education Meeting	Middle-High School	6:00 p.m.
August 19, 2025	Board of Education Meeting	Middle-High School	6:00 p.m.
September 16, 2025	Board of Education Meeting	Middle-High School	6:00 p.m.
September 30, 2025	Board of Education Meeting	Woodstock School	6:00 p.m.
October 7, 2025	Board of Education Meeting	Middle-High School	6:00 p.m.
October 14, 2025	Board of Education Meeting	Middle-High School	6:00 p.m.
October 21, 2025	Board of Education Meeting	Middle-High School	6:00 p.m.
November 18, 2025	Board of Education Meeting	Middle-High School	6:00 p.m.
December 16, 2025	Board of Education Meeting	Woodstock School	6:00 p.m.
January 13, 2026	Board of Education Meeting	Bennett School	6:00 p.m.
February 10, 2026	Board of Education Meeting	Middle-High School	6:00 p.m.
March 3, 2026	Board of Education Meeting	Woodstock School	6:00 p.m.
March 17, 2026	Board of Education Meeting	Bennett School	6:00 p.m.
April 7, 2026	Board of Education Meeting /Superintendent Recommended Budget	Middle-High School	6:00 p.m.
April 21, 2026	Board of Education Meeting / Budget Adoption AND	Woodstock School	6:00 p.m.
a countywide vote date for BOCES Board Seats and BOCES Administrative Budget			
May 5, 2026	Board of Education Meeting and **Budget Hearing**	Bennett School	6:00 p.m.
May 19, 2026	**Budget Vote**	**Middle-High**	**7:00 am-9:00 p.m.**
May 19, 2026	Special Meeting	Middle-High School	7:00 p.m.
June 2, **2026**	Board of Education Meeting	Middle-High School	6:00 p.m.
June 16, 2026	Board of Education Meeting	Middle-High School	6:00 p.m.
July 7, 2026	Reorganization/ Board of Education Meeting	Middle-High School	6:00 p.m.

- Meetings are held on Tuesdays @ 6:00 p.m. unless the meeting date is a **snow date**, the meeting will be held the **Thursday** of that week.
- Cancellations and/or postponements of meetings will be announced (when schools are closed for emergencies, BOE meetings are cancelled). Special meetings and/or special workshops will also be announced.

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Approved by BOE:

Onteora Central School District

2026-2027 School Calendar

July 2026

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2026

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

School Closed for Students & 10 Month Staff	Closed - Superintendent's Conference Day
District Closed for Students/Staff/Offices	First and Last Day of School
Secondary Parent/Teacher Conference Day	Elementary Parent/Teacher Conference Day

Emergency Closing Days = 6
Emergency Give Back Days = 5/28/27, 5/27/27, 3/29/27, 5/26/27, 6/04/27, 6/07/27
Make up Days = 3/22/27, 3/23/27, 3/24/27, 3/25/27

BOE Approved **/**/2026

Not for Contractual Purposes

IMPORTANT DATES	
Sep 3	Superintendent's Conference Day
Sep 4	Superintendent's Conference Day
Sep 7	Labor Day
Sep 8	Students Return
Sep 21	Yom Kippur
Oct 12	Indigenous People's Day
Oct 21	Superintendent's Conference Day
Nov 5	*Emergency Evacuation Day Dismiss 15 min Early
Nov 9	Secondary Parent-Teacher Conferences – Evening Only
Nov 10	Secondary Parent-Teacher Conference Day
Nov 11	Veteran's Day
Nov 16	Elementary Parent-Teacher Conferences – Evening Only
Nov 17	Elementary Parent-Teacher Conference Day
Nov 25-27	Thanksgiving Recess
Dec 24- Jan 1	Winter Vacation
Jan 18	Martin Luther King, Jr. Day
Jan 26-29	Regents Exams
Feb 15	President's Day
Mar 22- Mar 26	Spring Vacation
Apr 5 – May 14	Window of NYS ELA, Math, Science Written Assessments Grades 3-8
April 30	Superintendent's Conference Day
May 18	School Budget Vote Day
May 31	Memorial Day
Jun 15-17, Jun 21-24	Regents Exams
Jun 18	Juneteenth (observed)
Jun 24	½ Day Elementary
Jun 25	Last Day of School; ½ Day Elementary; Regents Rating Day

DAYS IN SESSION	
September	16
October	20
November	16
December	16
January	19
February	19
March	18
April	22
May	20
June	18
Total Student Days	184
Conference Days	5
Emergency (Snow) Days	-6
TOTAL	183

EMERGENCY CLOSING DAYS

If we do not use **6** days, giveback days are:
May 28, May 27, March 29, May 26, June 4, June 7

If we do not use **5** days, giveback days are:
May 28, May 27, March 29, May 26, June 4

If we do not use **4** days, giveback days are:
May 28, May 27, March 29, May 26

If we do not use **3** days, giveback days are:
May 28, May 27, March 29

If we do not use **2** days, giveback days are:
May 28, May 27

If we do not use **1** day, giveback day is:
May 28

If MORE than **6** days are used,
the extra days will be made up as follows:

March 22, March 23, March 24, March 25

ADDITIONAL INFORMATION
Emergency Evacuation Day:
*Nov 5 (schools dismiss 15 minutes early)
Secondary Parent-Teacher Conferences:
Nov 9 (Evening Only)
Nov 10
Elementary Parent-Teacher Conferences:
Nov 16 (Evening Only)
Nov 17
Marking Periods End:
11/13/26, 1/29/27, 4/09/27, 6/25/27
5-Week Reports:
10/2/26, 12/18/26, 3/5/27, 5/14/27
Superintendent Conference Days:
9/3/26, 9/4/26, 10/21/26, 11/9/26-Secondary Only, 11/17/26-Elementary Only, 4/30/27

***/**/26*

ULSTER BOCES
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

Michael Maphis
Purchasing Agent

175 Route 32 North • New Paltz, NY 12561
Telephone: 845-255-1400 • Facsimile: 845-255-1287
mmaphis@ulsterboces.org • www.ulsterboces.org

2026-2027 COOPERATIVE BIDDING PROGRAM

The Onteora School District agrees to participate with other school districts of the Board of Cooperative Educational Services, Ulster County in the joint bidding of:

	YES	***NO***
ART SUPPLIES April 1– March 31		X
MUSICAL INSTRUMENTS & ACCESSORIES June 1- May 31		X
BEVERAGE AND JUICES July 1 – June 30	CD	
BREAD & BAKED PRODUCTS July 1 – June 30	CD	
CAFETERIA PAPER PRODUCTS July 1-June 30	CD	
CUSTODIAL SUPPLIES May 1 – April 30	X KH	
FINE PAPER – Copy Paper January 1 – December 31		
FEE FOR SERVICE (CAFETERIA) July 1 – June 30	CD	
GENERAL INSTRUCTIONAL SUPPLIES Bulk supplies to be ordered in June, July, and August		
UC UNITED SCHOOL DISTRICT FOOD July 1-December 31, January 1-June 30	CD	
ICE CREAM PRODUCTS July - June	CD	

SHARED VISION
SHARED COMMITMENT
SHARED SUCCESS
ULSTER BOCES
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

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mmaphis@ulsterboces.org • www.ulsterboces.org

	YES	***NO***
LP GAS October 1 – September 30		X KH
MEDICAL & FIRST AID SUPPLIES July 1 – June 30		X
MILK & DAIRY July 1 – June 30	CD	
OFFICE SUPPLIES CATALOG DISCOUNT November 1 – October 31		
PIZZA (CAFETERIA) July 1 – June 30	CD	
SNACK PRODUCTS (CAFETERIA) July 1 – June 30	CD	
WASTE, RUBBISH, GARBAGE REMOVAL 5 Years beginning September 1, 2025	X KH	

SUGGESTED BIDS

_____

_____

_____

_____

2025-2026 Onteora Capital Project Change Orders:

		BOE Date	VENDOR	Change Order Amount	New Total
RENO A/B					
Original Budget					
$1,285,798.00	CO #11 - CE #006 - MS Sidewalk connection	3/17/2026	Kingston Equipment Rental, Inc.	$16,037.00	$1,301,835.00
$1,301,835.00	CO #12 - CE #007 - ADA Sidewalk grading revision	3/17/2026	Kingston Equipment Rental, Inc.	$38,395.00	$1,340,230.00
$1,340,230.00	CO #13 - CE #010 - Inserta Tee	3/17/2026	Kingston Equipment Rental, Inc.	$4,169.00	$1,344,399.00
$1,344,399.00	CO #14 - CE #011 - Elevation Change for catch basin	3/17/2026	Kingston Equipment Rental, Inc.	$2,038.00	$1,346,437.00
$1,346,437.00	CO #15 - CE #030 - Pavilion Paving	3/17/2026	Kingston Equipment Rental, Inc.	-$29.00	$1,346,408.00
$517,288.00	CO #002 Allowance Reconciliation	3/17/2026	Transitional Builders	-$11,466.00	$505,822.00

Docusign Envelope ID: 73B700E2-3AF6-4E0D-B69F-58DAA2159380

DS JA

BBL Construction Services

Change Order #011

BBL Construction Services, LLC
302 Washington Ave Extension
Albany, New York 12203
Phone: (518) 452-8200

Project: 231088-05 - Onteora CSD: Classroom PH3B- Security Vestibule & Site Work
4166 Route 28
Boiceville, New York 12412

Change Order #011: IB-09 MS Sidewalk Connection

CONTRACT COMPANY:	**Kingston Equipment Rental, Inc.** 78 Stone Rd West Hurley, New York 12491	**CONTRACT FOR:**	SC-1:#1 SC Base Bid
DATE CREATED:	1/ 30 /2026	**CREATED BY:**	Matt Harte **(BBL Construction Services, LLC)**
CONTRACT STATUS:	Approved	**CHANGE REASON:**	Existing Condition
SCHEDULE IMPACT:		**LOCATION**	
REFERENCE:		**REVIEW DATE:**	01/30 /2026
EXECUTED:	No	**TOTAL AMOUNT:**	$ 16,037.00

DESCRIPTION:
CE #006 - IB-09 MS Sidewalk Connection
IB-09 MS Sidewalk Connection:

Remove new and existing concrete sidewalk. Install new concrete sidewalk and railings as shown on the attached plan. Verify in field new to existing concrete sidewalk connection elevations.

Attachments: IB-09 MS Sidewalk Connection (2 Pages)
KER IB-9 MS Sidewalk Connection Quote

ATTACHMENTS:
KER IB-9 MS Sidewalk Connection Quote.pdf IB-09 - MS Sidewalk Connection.pdf

CHANGE ORDER LINE ITEMS:

CCO #011

#	Sub Job	Cost Code	Description	Type	Amount
1	N/A	02-050 - BASIC SITE MATERIALS AND METHO	IB-09 MS Sidewalk Connection	SUBCONTRACT	$ 16,037.00
				Subtotal:	$16,037.00
				Grand Total:	**$16,037.00**

The original (Contract Sum)	$ 1,110,340.00
Net change by previously authorized Change Orders	$ 175,458.00
The contract sum prior to this Change Order was	$ 1,285,798.00
The contract sum will be increased by this Change Order in the amount of	$ 16,037.00
The new contract sum including this Change Order will be	$ 1,301,835.00
The contract time will not be changed by this Change Order.	
The Pending Change Orders sum remaining on this contract	$ 0.00
The Revised Contract sum is	$ 1,301,835.00

Docusign Envelope ID: 73B700E2-3AF6-4E0D-B69F-58DAA2159380

BBL Construction Services

Change Order #011

BBL Construction Services, LLC
302 Washington Ave Extension
Albany New York 12203

DocuSigned by:
Matt Harte
228CC1A3A14E434...
Feb-06-2026

SIGNATURE **DATE**

Matt Harte

PRINTED NAME

Kingston Equipment Rental, Inc.
78 Stone Rd
West Hurley New York 12491

DocuSigned by:
Rudie Baker
F29303E5DEC64F9...
Feb-06-2026

SIGNATURE **DATE**

Rudie Baker

PRINTED NAME

Clark Patterson Lee (Poughkeepsie)
26 IBM Road
Poughkeepsie New York 12601

Signed by:
Stephanie Wisniewski
1D92DE8452E64C2...
Feb-07-2026

SIGNATURE **DATE**

Stephanie Wisniewski

PRINTED NAME

Onteora Central School District
4166 State Route 28
Boiceville New York 12412

DocuSigned by:
Victoria McLaren
55F6FDA3EB28433...
Feb-19-2026

SIGNATURE **DATE**

Victoria McLaren

PRINTED NAME

Docusign Envelope ID: 73B700E2-3AF6-4E0D-B69F-58DAA2159380

THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Office of Facilities Planning, 89 Washington Avenue, Room 1060 Education Building Annex, Albany, NY 12234
Tel. (518) 474-3906
Tel. (518) 474-3906
www.p12.nysed.gov/facplan/

CHANGE ORDER CERTIFICATION

Must be attached to back of Change Order

Instructions: **This CERTIFICATION is required for all change orders submitted to SED**
Fill out all three parts completely.

Change Order Number:
CO-SC-011

Part One - General Information

Provide separate Change Orders for each Project Number

SED Project Number: 6 2 1 2 0 1 0 6 | 0 0 0 1 | 0 3 5
(District BEDS Code | Building Identification Number | Project number)

District & Building Name: Onteora Central School District - Middle School / High School

Type of Project: ☐ Reconstruction /Alteration ☑ Addition & Alteration ☐ New Building ☐ Other

Project Description: Phase 3B - Security Vestibule and Site Work

Architect / Engineer firm	CPL (name)	26 IBM Road, Poughkeepsie, NY 12601 (address)
Contact Person	Stephanie Wisniewski, Senior Arch. Designer (name & title)	(845) 926 5610 SWisniewski@CPLteam.com (phone number & e-mail)
Construction Manager firm	BBL Construction Services, LLC (name)	302 Washington Avenue Extension, Albany, NY 12203 (address)
Contact Person	Matt Harte, Project Manager (name & title)	(518) 452-8200 mharte@bblinc.com (phone number & e-mail)
District Contact Person	Victoria McLaren, Superintendent (name & title)	(845) 657-6383 vmclaren@onteora.k12.ny.us (phone number & e-mail)

Part Two

Provide the following information for each individual item in the change order:
(Number each item if there is more than one and provide additional sheets as necessary.)

A. **Requested By** (Who initiated the change request)
B. **Relationship to Project Scope** (How is this change related to the original project scope)
C. **Basis of Need** (Describe why the change is needed)
D. **Description of Work** (Provide a detailed description of the work or services provided in the change order. Provide text, a drawing or both as necessary to demonstrate code compliance and the individual cost of each item.)

A. Contractor/Architect/CM.
B. Directly related.
C. The existing MS sidewalk connection/transition was not aliging with new grades from the tennis court parking lot and drop off lane work. A portion of the existing and new sidewalk and railings was required to be removed in order to provide code compliant slopes for accessibility.
D. Contractor to sawcut and remove approximately 150 +/- sf of new and existing concrete sidewalk and remove portion of existing handrails as required to install new concrete sidewalk and railings as shown on IB-09 for accessible connection of new work to existing MS sidewalk.

Docusign Envelope ID: 73B700E2-3AF6-4E0D-B69F-58DAA2159380

CHANGE ORDER CERTIFICATION

Part Three

1 Change order requirements:

- ✔ The scope of the change order must relate to the project scope previously approved.
- ✔ Dollar amounts applied from allowances toward costs associated with the changes must be provided.
- ✔ If the cost of this change order is not within the approved amount as currently established on the SA-4, please provide a Form FP-FI, Request for Revision of Financial Information, with documentation showing the additional authorization of funds.
- ✔ Each change order shall be signed by the president of the board of education, the architect/engineer, and the contractor.

2 Certification of the Superintendent of Schools (District Superintendent if a BOCES project)

The following statements are true and correct to the best of my knowledge and belief:

- The revised total cost is within the authorized appropriation for this project.
- Where any work of this change order requires a type or kind of work that is not included in the original contract documents, the school district's attorney has been contacted to assure conformance with the Opinion of the State Comptroller No. 60-505.

Feb-19-2026
Date

Victoria McLaren
DocuSigned by: Victoria McLaren
Signature and printed name of the School Superintendent or District Superintendent if a BOCES project

3 Certification of the Architect or Engineer

The following statements are true and correct to the best of my knowledge and belief:

- Work required by this change order is in accordance with applicable sections of the approved contract documents.
- Any plan, sketch, or attachment referenced In this change order is included herein.
- Work required by this change order is in accordance with applicable provisions of the NYS Uniform Fire Prevention and Building Code, State Education Department's building standards, and NYS Department of Labor's Code Rule 56.
- Work required by this change order was designed by an architect or engineer who is currently licensed by the State of New York.
- Work required by this change order that involves asbestos-containing building material (ACBM) was designed by an architect or engineer who is currently licensed by the State of New York and who is appropriately certified as an asbestos designer by the NYS Department of Labor at the time he/she designed the asbestos-related project.

CPL
Architectural / Engineering Firm Name

Feb-07-2026
Date

Stephanie Wisniewski
Signed by: Stephanie Wisniewski
Signature and printed name of the Architect or Engineer

Docusign Envelope ID: 73B700E2-3AF6-4E0D-B69F-58DAA2159380

Kingston Equipment Rental Inc. / Baker Brothers Excavating
78 Stone Road
West Hurley, NY 12491
Ph.: 845-338-6025 / fax: 845-338-3425
Email:Rita@bakerbrothersny.com
Rudie@bakerbrothersny.com

October 6, 2025

ATTN: Kyle Harjes
Director of Facilities
Building & Grounds
4166 Route 28-PO Box 300
Boiceville, NY 12412

REF: Onteora Security Vestibule IB-9
Scope: Remove existing railing, sawcut existing sidewalk, remove existing sidewalks, hand dig haunches on both sides of sidewalk for railing. Prep for sidewalk,
pour sidewalk, backfill, topsoil, seed & fertilizer. Core drill holes for railings and install galvanized rails on both sides.

LABOR:		
Foreman - 3 hrs @ $123.17	= $369.51	
Laborer - 3 hrs @$108.59	= $325.77	
2 Operators - 3 hrs @ $129.06	=$774.36	
Teamster – 2 hrs @ $119.79	=$239.58	
EQUIPMENT:		
-950 Loader – 3 hrs @ 90.00/hr	=$270.00	
-Cat 308 Excavator 3 hrs x $75.00/hr	= $225.00	
-Tri-Axle – 2 hrs @ $102.74/hr	=$205.48	
MATERIAL/SUBS		
-Subbase – 2.4 tons @ $29.69	=$71.25	
-Concrete/Spoils disposed – 3.4 cy	=$34.00	
	$2,514.95	
15% OH&P	$377.24	
	$2,892.19	=$2,892.19
Subcontractor		
-Galvanized Railing	=$10,200.00	
-Concrete in place on Saturday	=$2,318.40	
138 sf x $16.80/ft	$12,518.40	
5% OH&P	$625.92	
	$13,144.32	=$13,144.32
		$16,036.51

CO#011 Total: $16,037.00

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Fishcreek Iron, Inc.

298 Van Dale Road
West Hurley, NY 12491

845-684-5902

QUOTATION

Quote Number: 2025-60
Quote Date: Nov 10, 2025
Page: 1

Quoted To:
Baker Brothers Excavating 78 Stone Road West Hurley, NY 12491

Project: IB-9

Customer ID	Good Thru	Payment Terms	Sales Rep
Baker Brothers	12/10/25	Net 30 Days	Beau Brink

Quantity	Description	Amount
	50' - 2 LINE HAND RAIL	10,000.00
	FABRICATED, GALVANIZED & INSTALLED	
	FIELD WELDING	200.00

Subtotal	10,200.00
Sales Tax	
TOTAL	**10,200.00**

Docusign Envelope ID: 73B700E2-3AF6-4E0D-B69F-58DAA2159380

Slipforming
Box 979
145 Wells Avenue
Middleburgh, NY 12122

Invoice Date	Customer ID	Invoice ID
08-31-2025	BAKERBRO	25-4817-2F

To:
BAKER BROTHERS
KINGSTON EQUIPMENT RENTAL
78 STONE ROAD
WEST HURLEY, NY 12491

Job Location:
Onteora CSD, Boiceville

Item	Description	Units	UOM	Unit Price	Amount
CP-4	4" concrete sidewalks	2,742.00	SQF		
CP-5	5" concrete pavement	875.00	SQFT		
P-ADA	ADA Surfaces Cast Iron Quoted	50.00	SF		
P-ADA	ADA Surfaces Deduct for using Plastic	-50.00	SF		
MFC	Machined Formed Concrete Curb in DOTROW	132.00	LF		
MFC	Machined Formed Concrete Curb (REDO on Site)	58.00	LF		
T & M	Time & Material (Saturday 8-16-2025)	1.00	LS	6,724.69	6,724.69

6,724.69 / 400 SF
≈ $16.80/SF

138 SF Extra
262 SF Contract

Amount Billed
Total Tax

Retainage Held

Due by: 09-30-2025

Docusign Envelope ID: 73B700E2-3AF6-4E0D-B69F-58DAA2159380

Hourly Labor Rate Breakdown:

Prepared By: Rita Kosonen
Contractor: Kingston Equip. Rental, Inc./Baker Brothers Exc
Address: 78 Stone Road, West Hurley, NY 12491
Telephone: 845-338-6025
Fax: 845-338-3425

Trade Classification: Prevailing Teamster
Local Union :
Effective Date: From: 7-1-2025
To: 6-30-2026

	% or Rate	Straight Time	Time + One Half Rate	Double Time Rate
1.1 Base Rate		83.39		
F.I.C.A.	6.20%			
Federal Unemployment Tax	0.80%			
State Unemployment Tax	9.90%			
Disability Insurance	0.50%			
Welfare Fund				
Pension Fund				
Defined Contribution				
Annuity Fund				
MISC	4.95			
Paid Holidays	Yes	Yes	Yes	Yes
Worker's Compensation	10.00%			
Public Liability	9.513%			
Property Damage Insurance	0.333%			
Medicare	1.450%			
Sub Total	43.65%	36.40		
20% Overhead + Profit				
TOTALS		119.79		

Docusign Envelope ID: 73B700E2-3AF6-4E0D-B69F-58DAA2159380

EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

December 5, 2025

Miscellaneous 8X4 18YD 85KGVW
On-Highway Rear Dumps

Size Class:
80,001 lbs & Over
Weight:
21081 lbs

Configuration for 8X4 18YD 85KGVW

Axle Configuration	8X4	Horsepower	450.0 hp
Maximum Gross Vehicle Weight	85000.0 lbs	Power Mode	Diesel
Struck Capacity	16.0 - 18.0 cu yd		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $5,810.00	USD $1,625.00	USD $405.00	USD $67.00	USD $69.73	USD $102.74
Adjustments						
Region (New York: 102%)	USD $174.30	USD $48.75	USD $12.15	USD $2.03		
Model Year (2022: 99.94%)	(USD $3.33)	(USD $0.93)	(USD $0.23)	(USD $0.03)		
Adjusted Hourly Ownership Cost (1.00%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD $5,980.97	USD $1,672.82	USD $416.92	USD $69.00	USD $69.73	USD $103.71

Non-Active Use Rates

	Hourly
Standby Rate	USD $23.13
Idling Rate	USD $31.43

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	47.77%	USD $2,775.28/mo
Overhaul (ownership)	31.93%	USD $1,855.03/mo
CFC (ownership)	9.78%	USD $567.18/mo
Indirect (ownership)	10.54%	USD $612.65/mo
Fuel (operating) @ USD 3.77	58.05%	USD $47.45/hr

Revised Date: 4th quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (amiele@callanan.com)

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CALLANAN est. 1883
INDUSTRIES, INC.
A CRH COMPANY

PO Box 15097
Albany, NY 12212-5097

Return Service Requested

Customer No: 116500
Invoice No: 1216289
Inv Date: 08/09/25
Page: Page 1 of 2

Customer Job: CPQ114374 Kingston Equipment Rental

5388000076 PRESORT PBPS001 <>

KINGSTON EQUIPMENT RENTAL
78 STONE RD
WEST HURLEY NY 12491-5014

Callanan Industries, Inc.
PO Box 15097
Albany, NY 12212-5097
AR@CALLANAN.COM
518-374-2222

- 50 Mile Processing Rate
Radius Low - Trucking Rate = $16.89 /TON
- Sub Base Cost = $12.80 /TON
$29.69 /TON

Delivered To: ONTEORA CSD SECURITY VESTIBULE

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Matl Total	Tax	Total
Plant: 00131 Stone - East Kingston									
MATERIAL:		#2 Crushed Stone Washed							
08/4/25	310016190	1027	#2 Crushed Stone Washed ✓ OK	18.42	TON	14.25	262.49	21.00	283.49
Total :	**Material**	#2 Crushed Stone Washed		**18.42**			**262.49**	**21.00**	**283.49**
MATERIAL:	Type 2 SubBase 304.12								
08/4/25	310016150	1212	Type 2 SubBase 304.12	20.47	TON	12.80	262.02	20.96	282.98
08/4/25	310016151	1212	Type 2 SubBase 304.12	18.80	TON	12.80	240.64	19.25	259.89
08/4/25	310016153	1212	Type 2 SubBase 304.12	17.96	TON	12.80	229.76	18.38	248.14
08/4/25	310016167	1212	Type 2 SubBase 304.12	20.35	TON	12.80	260.48	20.84	281.32
08/4/25	310016166	1212	Type 2 SubBase 304.12	18.55	TON	12.80	237.44	19.00	256.44
08/4/25	310016170	1212	Type 2 SubBase 304.12	18.06	TON	12.80	231.17	18.49	249.66
08/4/25	310016191	1212	Type 2 SubBase 304.12	18.29	TON	12.80	234.11	18.73	252.84
08/4/25	310016218	1212	Type 2 SubBase 304.12	17.75	TON	12.80	227.20	18.18	245.38
08/4/25	310016225	1212	Type 2 SubBase 304.12	17.76	TON	12.80	227.33	18.19	245.52
08/4/25	310016240	1212	Type 2 SubBase 304.12 ✓	18.11	TON	12.80	231.81	18.54	250.35
08/4/25	310016255	1212	Type 2 SubBase 304.12 OK	17.78	TON	12.80	227.58	18.21	245.79
08/4/25	310016258	1212	Type 2 SubBase 304.12	18.12	TON	12.80	231.94	18.55	250.50
08/4/25	310016285	1212	Type 2 SubBase 304.12	18.29	TON	12.80	234.11	18.73	252.84
08/5/25	310016310	1212	Type 2 SubBase 304.12	18.35	TON	12.80	234.88	18.79	253.67
08/5/25	310016325	1212	Type 2 SubBase 304.12	18.15	TON	12.80	232.32	18.59	250.91
08/6/25	310016520	1212	Type 2 SubBase 304.12	18.51	TON	12.80	236.93	18.95	255.88
08/6/25	310016522	1212	Type 2 SubBase 304.12	18.67	TON	12.80	238.96	19.12	258.10
08/6/25	310016541	1212	Type 2 SubBase 304.12	18.41	TON	12.80	235.65	18.85	254.50
08/6/25	310016544	1212	Type 2 SubBase 304.12	18.53	TON	12.80	237.18	18.97	256.15
08/6/25	310016564	1212	Type 2 SubBase 304.12	18.00	TON	12.80	230.40	18.43	248.83
08/6/25	310016567	1212	Type 2 SubBase 304.12	18.03	TON	12.80	230.78	18.46	249.24
08/6/25	310016595	1212	Type 2 SubBase 304.12	18.25	TON	12.80	233.60	18.69	252.29
08/6/25	310016596	1212	Type 2 SubBase 304.12	18.56	TON	12.80	237.57	19.01	256.58
08/5/25	310016606	1212	Type 2 SubBase 304.12	20.67	TON	12.80	264.58	21.17	285.75
08/6/25	310016619	1212	Type 2 SubBase 304.12	17.85	TON	12.80	228.48	18.28	246.76
08/6/25	310016624	1212	Type 2 SubBase 304.12	18.30	TON	12.80	234.24	18.74	252.98
08/6/25	310016630	1212	Type 2 SubBase 304.12	20.37	TON	12.80	260.74	20.86	281.60
08/6/25	310016650	1212	Type 2 SubBase 304.12	32.46	TON	12.80	415.49	33.24	448.73
08/6/25	310016657	1212	Type 2 SubBase 304.12	17.96	TON	12.80	229.89	18.39	248.28
08/6/25	310016680	1212	Type 2 SubBase 304.12	20.61	TON	12.80	263.81	21.10	284.91
08/6/25	310016687	1212	Type 2 SubBase 304.12	31.81	TON	12.80	407.17	32.57	439.74
08/6/25	310016690	1212	Type 2 SubBase 304.12	18.11	TON	12.80	231.81	18.54	250.35
08/7/25	310016731	1212	Type 2 SubBase 304.12	20.65	TON	12.80	264.32	21.15	285.47
08/7/25	310016740	1212	Type 2 SubBase 304.12	18.13	TON	12.80	232.06	18.56	250.62
08/7/25	310016756	1212	Type 2 SubBase 304.12	20.72	TON	12.80	265.22	21.22	286.44
08/7/25	310016769	1212	Type 2 SubBase 304.12	18.26	TON	12.80	233.73	18.70	252.43
08/7/25	310016778	1212	Type 2 SubBase 304.12	20.52	TON	12.80	262.66	21.01	283.67
08/7/25	310016789	1212	Type 2 SubBase 304.12	18.51	TON	12.80	236.93	18.95	255.88
08/7/25	310016795	1212	Type 2 SubBase 304.12	20.08	TON	12.80	257.02	20.56	277.58

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CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

INFORMATION BULLETIN

PROJECT:	MSHS – Phase 3B Security Vestibule & Site Work	INFORMATION BULLETIN NO.:	09
		DATE:	08/12/2025
OWNER:	Onteora Central School District	CPL PROJECT NO.:	R23.01087.00
CONTRACTOR:	SC: Kingston Equipment Rentals.	CONTRACT NO.:	SC-1
		CONTRACT DATE:	03/4/2025

DESCRIPTION:

Remove new and existing concrete sidewalk. Install new concrete sidewalk and railings as shown on the attached plan. Verify in field new to existing concrete sidewalk connection elevations.

ATTACHMENT(S): C-804

ACTION

☒ 1. *PROPOSAL REQUEST:* Submit an itemized quotation for changes in the Contract Sum and/or time required to implement the above proposed modifications to the Contract Documents. This is not authorization to proceed with the work.

☐ 2. *SUPPLEMENTAL INSTRUCTIONS:* Implement the above instructions without change to the Contract Sum and/or Time. Prior to proceeding, indicate acceptance below and return one copy to the Architect.

☐ 3. *CONSTRUCTION CHANGE AUTHORIZATION:* Proceed with the above described changes to the Contract Documents immediately. Submit final costs and/or change in Contract Time for inclusion in a subsequent Change Order.

Methods: ☐ Lump Sum ☒ Unit Price ☐ Time & Material Not-to-Exceed

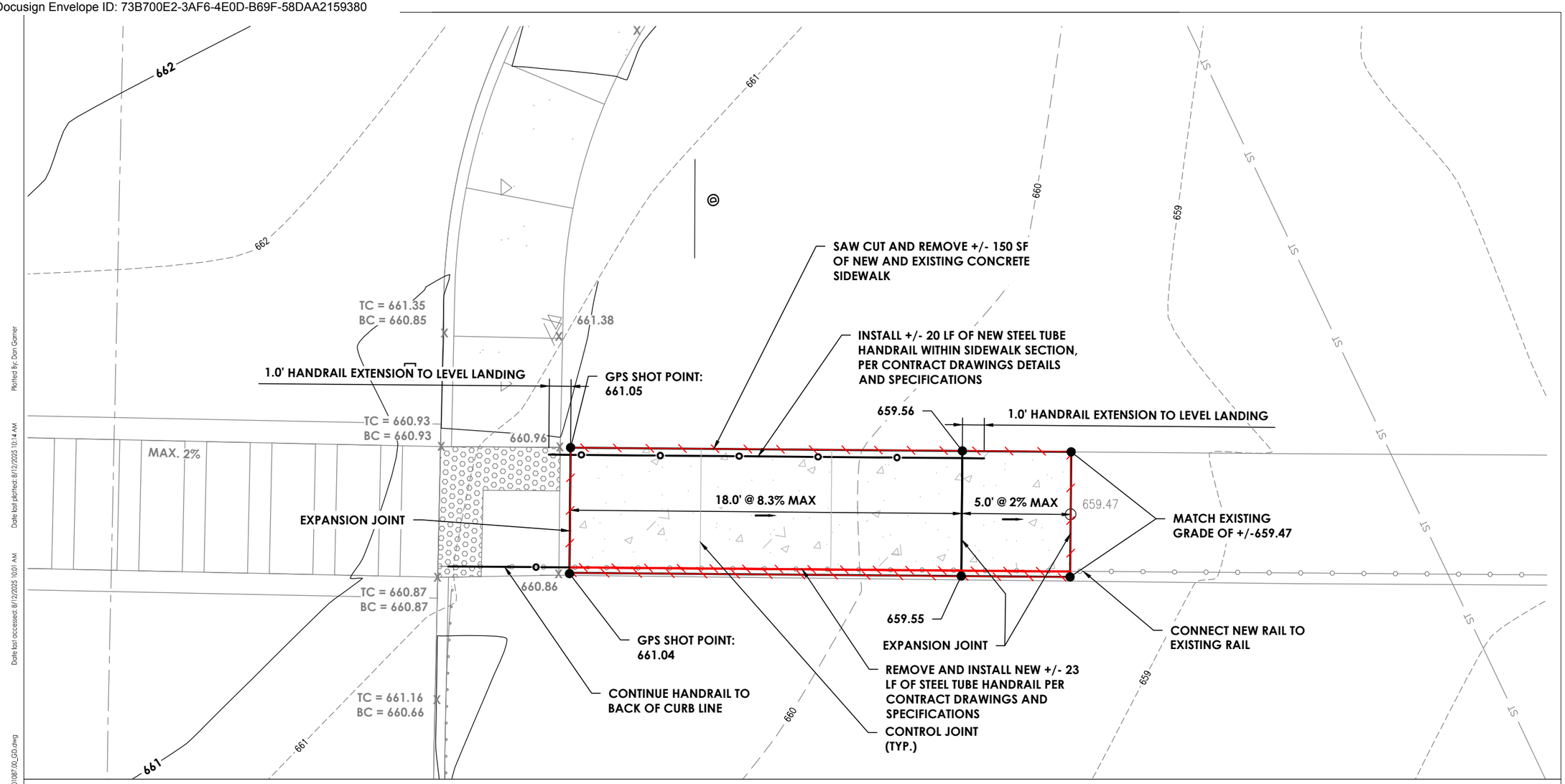
Change in Contract Sum of _____

Change in Contract Time of _____ days

ISSUED:	ACCEPTED:	AUTHORIZED:
BY: Dan Garner 08/12/2025	BY: _____	BY: _____
Architect Date Required for Actions 1,2,3	Owner Date Required for Action 3	Contractor Date Required for Actions 2,3

☒ Owner ☐ Architect ☐ Structural ☒ Civil
☒ Contractor ☐ Field ☐ Mechanical/Electrical ☐ Other (Roofing)

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5 0 5 10 15

SCALE: 1" = 5'

N

SIDEWALK CONNECTION PLAN

SCALE: 1" = 5'

NOTES:

1. NEW SIDEWALK TO MATCH EXISTING SIDEWALK WIDTH.
2. CONTRACTOR TO VERIFY ALL ELEVATIONS OF CONNECTION TO EXISTING SIDEWALK. ANY DISCREPANCIES WITH GRADES AND ELEVATIONS SHOWN SHALL BE BROUGHT UP TO THE ATTENTION OF THE ENGINEER.
3. CONTRACTOR TO ESTABLISH LAWN IN ALL AREAS AFFECTED BY CONSTRUCTION

CPL | Architecture Engineering Planning
26 IBM Road
Poughkeepsie, NY 12601
CPLteam.com
NY ENGINEERING FIRM CERTIFICATE #018330

ONTEORA CENTRAL SCHOOL DISTRICT

PROJECT INFORMATION

Project Number
R23.01087.00

Client Name
ONTEORA CENTRAL SCHOOL DISTRICT

Project Name
PHASE 3B - SECURITY VESTIBULE AND SITE WORK

Project Address
4166 STATE ROUTE 28
BOICEVILLE, NY 12412

SHEET INFORMATION

Issued	Scale
8/12/2025	1" = 5'
Drawn By	Checked By
DVG	DVG

Drawing Title
MIDDLE SCHOOL SIDEWALK CONNECTION TRANSITION

Drawing Number
OCSD
C-804

Plotted By: Dan Garner
Date last plotted: 8/12/2025 10:14 AM
Date last accessed: 8/12/2025 10:01 AM
room Renovation Ph3\3.D Design\04 CAD\ACAD\Civil\C2\Construction\OCSD_R23.01087.00_GD.dwg

DS JA

BBL Construction Services

Change Order #012

BBL Construction Services, LLC
302 Washington Ave Extension
Albany, New York 12203
Phone: (518) 452-8200

Project: 231088-05 - Onteora CSD: Classroom PH3B- Security Vestibule & Site Work
4166 Route 28
Boiceville, New York 12412

Change Order #012: IB-10 ADA Sidewalk Grading Rev

CONTRACT COMPANY:	**Kingston Equipment Rental, Inc.** 78 Stone Rd West Hurley, New York 12491	**CONTRACT FOR:**	SC-1:#1 SC Base Bid
DATE CREATED:	1/ 30 /2026	**CREATED BY:**	Matt Harte **(BBL Construction Services, LLC)**
CONTRACT STATUS:	Approved	**CHANGE REASON:**	Design Development
SCHEDULE IMPACT:		**LOCATION**	
REFERENCE:		**REVIEW DATE:**	01/30 /2026
EXECUTED:	No	**TOTAL AMOUNT:**	$ 38,395.00

DESCRIPTION:
CE #007 - IB-10 ADA Sidewalk Grading Revision
IB-10 ADA Sidewalk Grading Revision:

Remove installed concrete sidewalk. Install new concrete sidewalk with correct grades as shown on the attached plan sheet. Install additional handrail to accommodate new ramp runs.

Proposal request shall be for the additional 103 feet of steel tube railing. All other work is not to be included in cost.

Attachments: IB-10 ADA Sidewalk Grading Revision (2 pages)
KER IB-10 ADA Sidewalk Grading Revision Quote

ATTACHMENTS:
KER IB-10 ADA Sidewalk Grading Revision Quote.pdf IB-10 ADA Sidewalk Grading Revision.pdf

CHANGE ORDER LINE ITEMS:

CCO #012

#	Sub Job	Cost Code	Description	Type	Amount
1	N/A	02-050 - BASIC SITE MATERIALS AND METHO	IB-10 ADA Sidewalk Grading Revision	SUBCONTRACT	$ 38,395.00
				Subtotal:	$38,395.00
				Grand Total:	**$38,395.00**

The original (Contract Sum)	$ 1,110,340.00
Net change by previously authorized Change Orders	$ 191,495.00
The contract sum prior to this Change Order was	$ 1,301,835.00
The contract sum will be increased by this Change Order in the amount of	$ 38,395.00
The new contract sum including this Change Order will be	$ 1,340,230.00
The contract time will not be changed by this Change Order.	
The Pending Change Orders sum remaining on this contract	$ 0.00
The Revised Contract sum is	$ 1,340,230.00

BBL Construction Services

Change Order #012

BBL Construction Services, LLC
302 Washington Ave Extension
Albany New York 12203

DocuSigned by:
Matt Harte
228CC1A3A14E434...
Feb-06-2026

SIGNATURE **DATE**

Matt Harte

PRINTED NAME

Kingston Equipment Rental, Inc.
78 Stone Rd
West Hurley New York 12491

DocuSigned by:
Rudie Baker
F29303E5DEC64F9...
Feb-06-2026

SIGNATURE **DATE**

Rudie Baker

PRINTED NAME

Clark Patterson Lee (Poughkeepsie)
26 IBM Road
Poughkeepsie New York 12601

Signed by:
Stephanie Wisniewski
1D92DE8452E64C2...
Feb-07-2026

SIGNATURE **DATE**

Stephanie Wisniewski

PRINTED NAME

Onteora Central School District
4166 State Route 28
Boiceville New York 12412

DocuSigned by:
Victoria McLaren
55F6FDA3EB28433...
Feb-19-2026

SIGNATURE **DATE**

Victoria McLaren

PRINTED NAME

Docusign Envelope ID: 25CAE882-5506-4A0B-BDC3-FEF927871718

THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Office of Facilities Planning, 89 Washington Avenue, Room 1060 Education Building Annex, Albany, NY 12234
Tel. (518) 474-3906
Tel. (518) 474-3906
www.p12.nysed.gov/facplan/

CHANGE ORDER CERTIFICATION

Must be attached to back of Change Order

Instructions: **This CERTIFICATION is required for all change orders submitted to SED**
Fill out all three parts completely.

Change Order Number:
CO-SC-012

Part One - General Information

Provide separate Change Orders for each Project Number

SED Project Number: 6 2 1 2 0 1 0 6 | 0 0 0 1 | 0 3 5
(District BEDS Code | Building Identification Number | Project number)

District & Building Name: Onteora Central School District - Middle School / High School

Type of Project: ☐ Reconstruction /Alteration ☑ Addition & Alteration ☐ New Building ☐ Other

Project Description: Phase 3B - Security Vestibule and Site Work

Architect / Engineer firm	CPL (name)	26 IBM Road, Poughkeepsie, NY 12601 (address)
Contact Person	Stephanie Wisniewski, Senior Arch. Designer (name & title)	(845) 926 5610 SWisniewski@CPLteam.com (phone number & e-mail)
Construction Manager firm	BBL Construction Services, LLC (name)	302 Washington Avenue Extension, Albany, NY 12203 (address)
Contact Person	Matt Harte, Project Manager (name & title)	(518) 452-8200 mharte@bblinc.com (phone number & e-mail)
District Contact Person	Victoria McLaren, Superintendent (name & title)	(845) 657-6383 vmclaren@onteora.k12.ny.us (phone number & e-mail)

Part Two

Provide the following information for each individual item in the change order:
(Number each item if there is more than one and provide additional sheets as necessary.)

- **A. Requested By** (Who initiated the change request)
- **B. Relationship to Project Scope** (How is this change related to the original project scope)
- **C. Basis of Need** (Describe why the change is needed)
- **D. Description of Work** (Provide a detailed description of the work or services provided in the change order. Provide text, a drawing or both as necessary to demonstrate code compliance and the individual cost of each item.)

A. Contractor/Architect/CM/Owner.
B. Directly related.
C. In order for the new sidewalk grades to work out with existing grades new ramp runs within the sidewalk were required resulting in the need for additional railings. The Owner also wanted additional railings to be installed to prevent pedestrians from crossing from the parking lot across the driveway and not utilizing the sidewalk and crosswalks for additional safety. An additional 135 +/- lf of galvanized railing was required.
D. Contractor to remove portions of installed concrete sidewalk and install new concrete sidewalk with correct grades at no additional cost to the owner. Contractor to install additional handrails/guardrails as required to accomodate new ramp runs and railings for additional safety of crossing pedestrians as shown on IB-10.

Docusign Envelope ID: 25CAE882-5506-4A0B-BDC3-FEF927871718

CHANGE ORDER CERTIFICATION

Part Three

1 Change order requirements:

- ✔ The scope of the change order must relate to the project scope previously approved.
- ✔ Dollar amounts applied from allowances toward costs associated with the changes must be provided.
- ✔ If the cost of this change order is not within the approved amount as currently established on the SA-4, please provide a Form FP-FI, Request for Revision of Financial Information, with documentation showing the additional authorization of funds.
- ✔ Each change order shall be signed by the president of the board of education, the architect/engineer, and the contractor.

2 Certification of the Superintendent of Schools (District Superintendent if a BOCES project)

The following statements are true and correct to the best of my knowledge and belief:

- The revised total cost is within the authorized appropriation for this project.
- Where any work of this change order requires a type or kind of work that is not included in the original contract documents, the school district's attorney has been contacted to assure conformance with the Opinion of the State Comptroller No. 60-505.

Feb-19-2026
Date

Victoria McLaren
DocuSigned by: Victoria McLaren
Signature and printed name of the School Superintendent or District Superintendent if a BOCES project

3 Certification of the Architect or Engineer

The following statements are true and correct to the best of my knowledge and belief:

- Work required by this change order is in accordance with applicable sections of the approved contract documents.
- Any plan, sketch, or attachment referenced In this change order is included herein.
- Work required by this change order is in accordance with applicable provisions of the NYS Uniform Fire Prevention and Building Code, State Education Department's building standards, and NYS Department of Labor's Code Rule 56.
- Work required by this change order was designed by an architect or engineer who is currently licensed by the State of New York.
- Work required by this change order that involves asbestos-containing building material (ACBM) was designed by an architect or engineer who is currently licensed by the State of New York and who is appropriately certified as an asbestos designer by the NYS Department of Labor at the time he/she designed the asbestos-related project.

CPL
Architectural / Engineering Firm Name

Feb-07-2026
Date

Stephanie Wisniewski
Signed by: Stephanie Wisniewski
Signature and printed name of the Architect or Engineer

Docusign Envelope ID: 25CAE882-5506-4A0B-BDC3-FEF927871718

Kingston Equipment Rental Inc. / Baker Brothers Excavating
78 Stone Road
West Hurley, NY 12491
Ph.: 845-338-6025 / fax: 845-338-3425
Email:Rita@bakerbrothersny.com
Rudie@bakerbrothersny.com

September 29th, 2025

ATTN: Kyle Harjes
Director of Facilities
Building & Grounds
4166 Route 28-PO Box 300
Boiceville, NY 12412

REF: Onteora CSD Security Vestibule IB-10A

Scope of Work
Hand dig for thickended concrete haunch along additional railing location. Supply, core drill and Install additional 66' of galvanized rail.

Labor		
-2 hrs Foreman @$123.17 /hr	= $246.34	
-2 hrs 2 Laborers@ $108.59/hr	=$434.36	
-2 hrs Operator @ $129.06/hr	=$258.12	
Equipment		
Cat Skid Steer – 2 hrs @ $65.00/hr	= $130.00	
	$1,068.82	
15% OH+P	$160.32	
	$1,229.14	=$1,229.14
Subcontractor		
Galvanized Railing	=$13,200.00	
5% OH+P	$660.00	
	$13,860.00	=$13,860.00
		$15,089.14

IB:10A Cost: $15,089.14
IB-10B Cost: $23,306.23
IB-10 Total Cost: $38,395.38
CO#12 Total: $38,395.00

Docusign Envelope ID: 25CAE882-5506-4A0B-BDC3-FEF927871718

Fishcreek Iron, Inc.

298 Van Dale Road
West Hurley, NY 12491

845-684-5902

QUOTATION

Quote Number: 2025-59
Quote Date: Nov 10, 2025
Page: 1

Quoted To:

Baker Brothers Excavating
78 Stone Road
West Hurley, NY 12491

Project: IB10-A

Customer ID	Good Thru	Payment Terms	Sales Rep
Baker Brothers	12/10/25	Net 30 Days	Beau Brink

Quantity	Description	Amount
	66' EXTRA RAILING @ TENNIS COURT SIDEWALK FABRICATED, GALVANIZED & INSTALLED	13,200.00

Subtotal	13,200.00
Sales Tax	
TOTAL	**13,200.00**

Docusign Envelope ID: 25CAE882-5506-4A0B-BDC3-FEF927871718

Kingston Equipment Rental Inc. / Baker Brothers Excavating
78 Stone Road
West Hurley, NY 12491
Ph.: 845-338-6025 / fax: 845-338-3425
Email:Rita@bakerbrothersny.com
Rudie@bakerbrothersny.com

September 29th, 2025

ATTN: Kyle Harjes
Director of Facilities
Building & Grounds
4166 Route 28-PO Box 300
Boiceville, NY 12412

REF: Onteora CSD Security Vestibule IB-10B
NOTE: Broke down IB-10 into IB-A and 10-B and 10-A is already complete.

Scope of Work
Supply and install approximately 75' of galvanized railing in planted island. Auger holes to a depth of 4 feet, set railing and fill holes with concrete.

Labor			
-2 days Foreman @ 8 hrs @$123.17 /hr		= $1,970.72	
-2 days Laborer $108.59/hr		=$1,737.44	
-1-day Operator8 hrs @ $129.06/hr		=$1,032.48	
Equipment			
-Cat 305.5 Excavator – Daily @ $560.00/day		= $560.00	
-Auger - $200.00 a day		=$200.00	
-Dodge 5500 Dump Truck – Daily $400.00/day		=$400.00	
-Company Truck – Daily @ $150.00/day		=$100.00	
-Trailer – Daily @$100.00/day		=$100.00	
Material			
Bagged Concrete 35 bags $12.00		=$420.00	
		$6,570.64	
	15% OH&P	=$985.59	
		$7,556.23	=$7,556.23
Subcontractor			
75' of galvanized railing		=$15,000.00	
	5% OH&P	$750.00	
		$15,750.00	=$15,750.00
			$23,306.23

Docusign Envelope ID: 25CAE882-5506-4A0B-BDC3-FEF927871718

Fishcreek Iron, Inc.

298 Van Dale Road
West Hurley, NY 12491

845-684-5902

QUOTATION

Quote Number: 2025-61
Quote Date: Nov 10, 2025
Page: 1

Quoted To:

Baker Brothers Excavating
78 Stone Road
West Hurley, NY 12491

Project: IB-10B

Customer ID	Good Thru	Payment Terms	Sales Rep
Baker Brothers	12/10/25	Net 30 Days	Beau Brink

Quantity	Description	Amount
	75' 2-LINE PIPE RAIL FABRICATED, GALVANIZED & INSTALLED	15,000.00

Subtotal	15,000.00
Sales Tax	
TOTAL	**15,000.00**

Docusign Envelope ID: 25CAE882-5506-4A0B-BDC3-FEF927871718

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ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

INFORMATION BULLETIN

PROJECT:	MSHS – Phase 3B Security Vestibule & Site Work	INFORMATION BULLETIN NO.:	10
		DATE:	08/15/2025
OWNER:	Onteora Central School District	CPL PROJECT NO.:	R23.01087.00
CONTRACTOR:	SC: Kingston Equipment Rentals.	CONTRACT NO.:	SC-1
		CONTRACT DATE:	03/4/2025

DESCRIPTION:

Remove installed concrete sidewalk. Install new concrete sidewalk with correct grades as shown on the attached plan sheet. Install additional handrail to accommodate new ramp runs.

Proposal request shall be for the additional 103 feet of steel tube railing. All other work is not to be included in cost.

ATTACHMENT(S): C806

ACTION

☒ 1. *PROPOSAL REQUEST:* Submit an itemized quotation for changes in the Contract Sum and/or time required to implement the above proposed modifications to the Contract Documents. This is not authorization to proceed with the work.

☐ 2. *SUPPLEMENTAL INSTRUCTIONS:* Implement the above instructions without change to the Contract Sum and/or Time. Prior to proceeding, indicate acceptance below and return one copy to the Architect.

☐ 3. *CONSTRUCTION CHANGE AUTHORIZATION:* Proceed with the above described changes to the Contract Documents immediately. Submit final costs and/or change in Contract Time for inclusion in a subsequent Change Order.

Methods: ☐ Lump Sum ☒ Unit Price ☐ Time & Material Not-to-Exceed

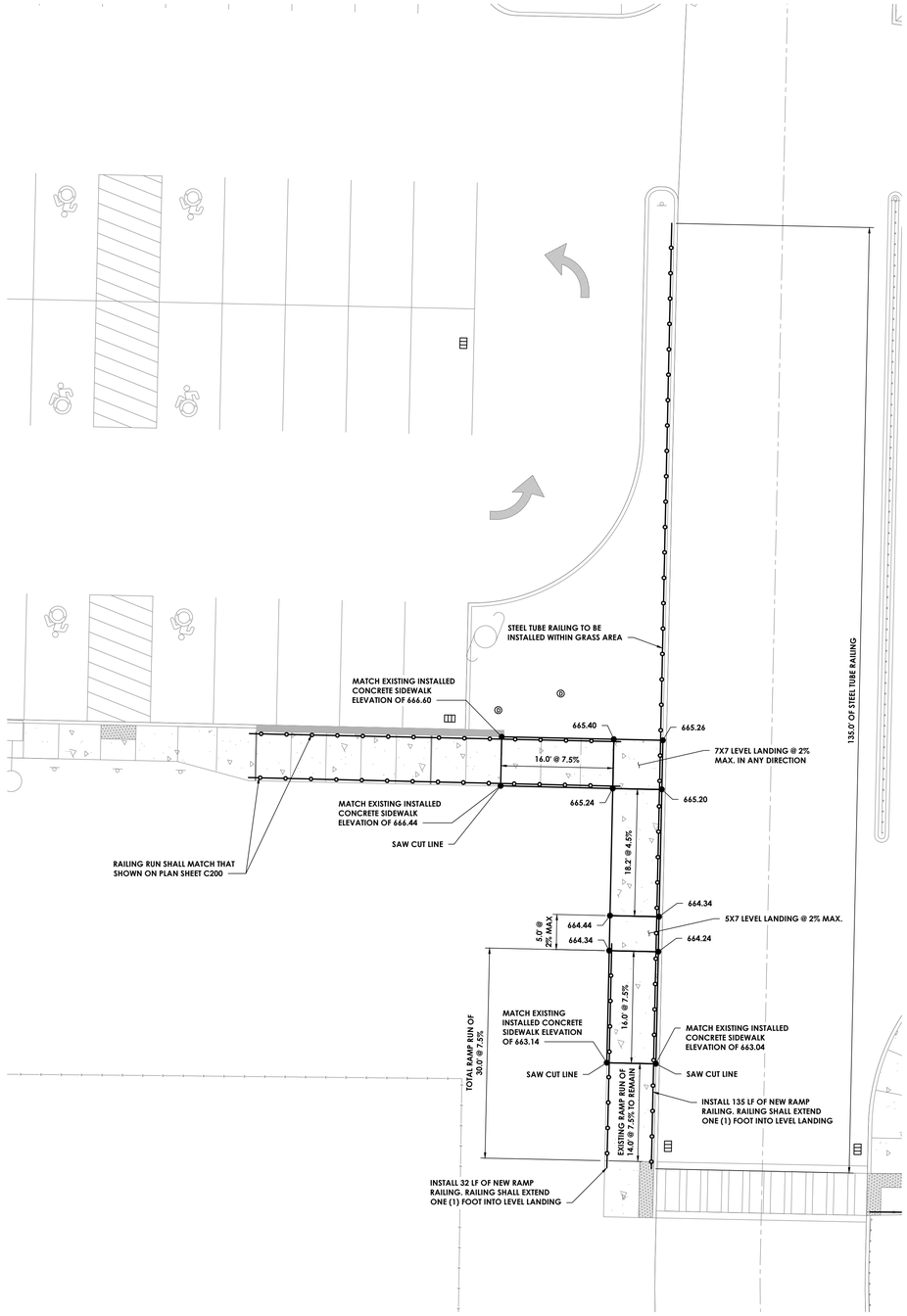
Change in Contract Sum of _____

Change in Contract Time of _____ days

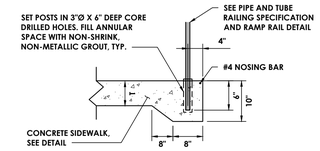
ISSUED:	ACCEPTED:	AUTHORIZED:
BY: Dan Garner 08/15/2025	BY: _____	BY: _____
Architect Date Required for Actions 1,2,3	Owner Date Required for Action 3	Contractor Date Required for Actions 2,3

☒ Owner	☐ Architect	☐ Structural	☒ Civil
☒ Contractor	☐ Field	☐ Mechanical/Electrical	☐ Other (Roofing)

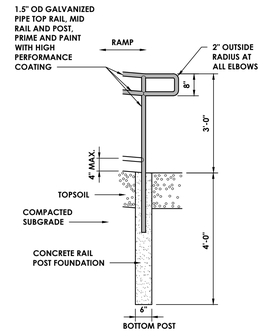
Docusign Envelope ID: 25CAE882-5506-4A0B-BDC3-FEF927871718



ADA SIDEWALK GRADING REVISION
SCALE: 1" = 10'



RAILING EMBEDMENT, NON WALL SECTION
N.T.S.



RAILING POST, NON-PAVED SECTION
N.T.S.

NOTES:
1. ALL PROPOSED FEATURES SHALL MATCH DETAILS AND SPECIFICATIONS IN CONTRACT.
2. ELEVATIONS ALONG THE CURB LINE ARE TOP CURB ELEVATIONS. BOTTOM CURB ELEVATIONS SHALL MATCH TOP CURB ELEVATIONS MINUS 0.5 FEET (6 INCHES).
3. RAMP RAILING SHALL INSTALLED WITHIN THE SIDEWALK AREA SHALL BE PER RAILING EMBEDMENT, NON WALL SECTION DETAIL PROVIDED IN RFI-SC-014 RESPONSE. RAILING WITHIN NON-PAVED AREAS SHALL BE PER DETAIL 9 ON SHEET C301 OF THE CONTRACT DOCUMENTS WITH THE FOUNDATION EXTENDING TO THE SURFACE. DETAILS ALSO SHOWN ON THIS SHEET.

CPL | Architecture Engineering Planning
26 IBM Road
Poughkeepsie, NY 12601
CPLteam.com
NY ENGINEERING FIRM CERTIFICATE #018330

ONTEORA CENTRAL SCHOOL DISTRICT

PROJECT INFORMATION

Project Number
P23.01087.00

Client Name
ONTEORA CENTRAL SCHOOL DISTRICT

Project Name
PHASE 3B - SECURITY VESTIBULE AND SITE WORK

District Office Address
4166 STATE ROUTE 28
BOICEVILLE, NY 12412

ONTEORA CENTRAL SCHOOL DISTRICT
- ONTEORA MIDDLE/HIGH SCHOOL SED #: 62-12-01-04-6-001-035
- MSHS OUTDOOR PAVILION SED #: 62-12-01-06-7-027-001

PROJECT ISSUE & REVISION SCHEDULE

No.	Date	Description

PROFESSIONAL STAMPS

NEW YORK STATE EDUCATION STATEMENT

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND THE COMMISSIONER'S REGULATIONS FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, ENGINEER OR LAND SURVEYOR, TO ALTER ANY ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF AN ARCHITECT, ENGINEER OR SURVEYOR IS ALTERED, THE ALTERING PARTY SHALL AFFIX TO THE ITEM THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

SHEET INFORMATION

Issued	Scale
8/15/2025	1" = 10'

Project Status
IB: 10

Drawn By	Checked By
DVG	DVG

Drawing Title
ADA SIDEWALK GRADING REVISION

Drawing Number
OCSD
C806

Plotted By: Dan Garner
Date last plotted: 8/15/2025 11:36 AM
Date last accessed: 8/15/2025 11:33 AM
Sheet size: 24x36
Drawing Name: S:\Projects\Onteora CSD\Classroom Renovation Ph3\D Design\06 CAD\ACAD\Civil\C2\Construction\OCSD_P23.01087.00_GD.dwg

Docusign Envelope ID: 25CAE882-5506-4A0B-BDC3-FEF927871718

CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

INFORMATION BULLETIN

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		CONTRACT DATE:	03/4/2025

DESCRIPTION:

Remove installed concrete sidewalk. Install new concrete sidewalk with correct grades as shown on the attached plan sheet. Install additional handrail to accommodate new ramp runs.

Proposal request shall be for the additional 103 feet of steel tube railing. All other work is not to be included in cost.

ATTACHMENT(S): C806

ACTION

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Methods: ☐ Lump Sum ☒ Unit Price ☐ Time & Material Not-to-Exceed

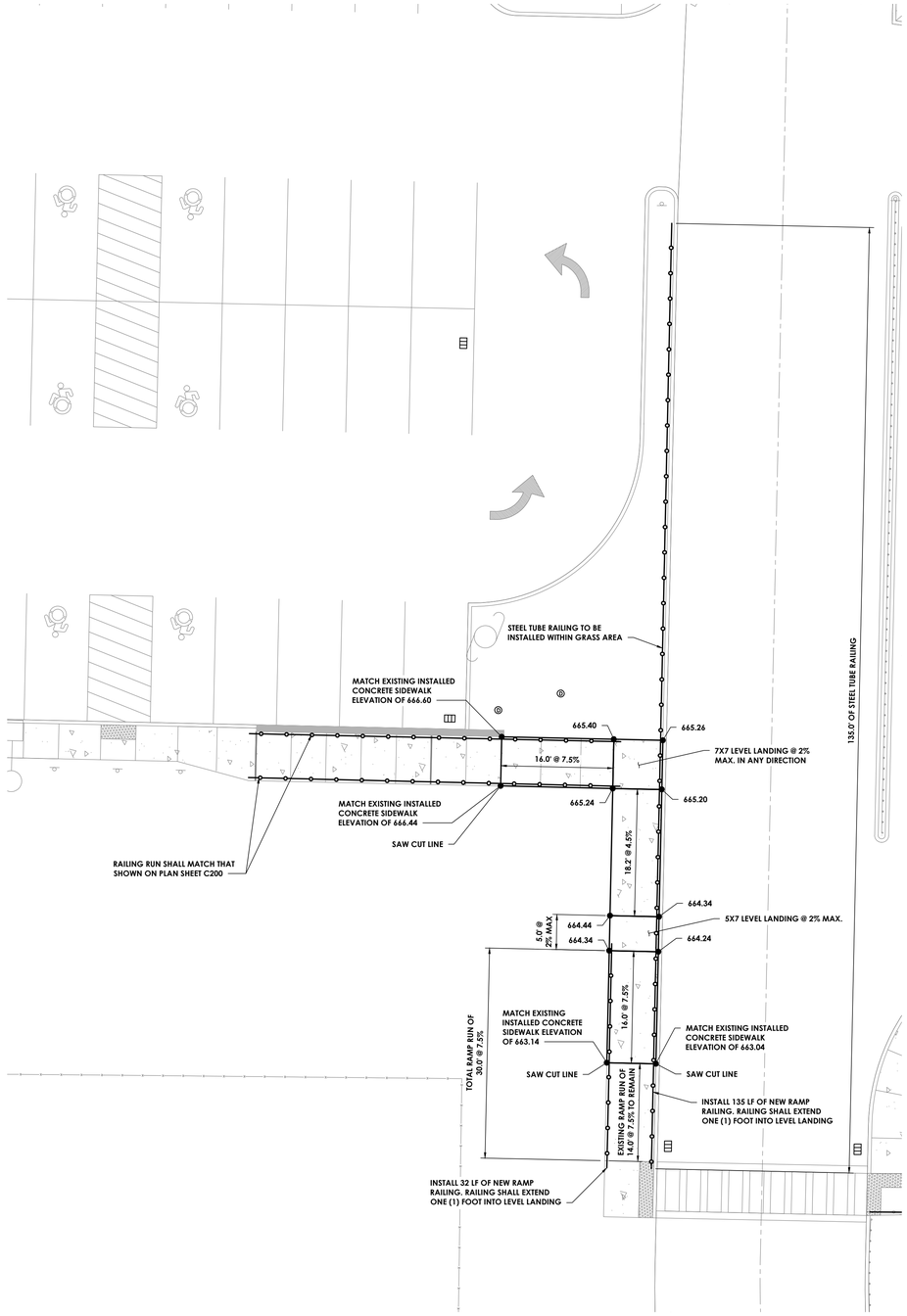
Change in Contract Sum of _____

Change in Contract Time of _____ days

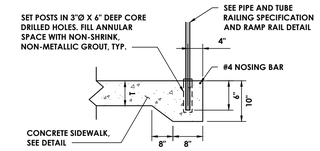
ISSUED:	ACCEPTED:	AUTHORIZED:
BY: Dan Garner 08/15/2025	BY: _____	BY: _____
Architect Date Required for Actions 1,2,3	Owner Date Required for Action 3	Contractor Date Required for Actions 2,3

☒ Owner	☐ Architect	☐ Structural	☒ Civil
☒ Contractor	☐ Field	☐ Mechanical/Electrical	☐ Other (Roofing)

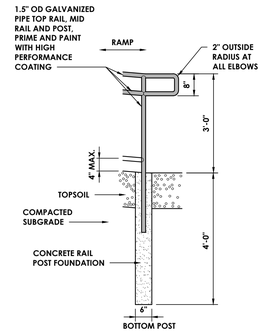
Docusign Envelope ID: 25CAE882-5506-4A0B-BDC3-FEF927871718



ADA SIDEWALK GRADING REVISION
SCALE: 1" = 10'



RAILING EMBEDMENT, NON WALL SECTION
N.T.S.



RAILING POST, NON-PAVED SECTION
N.T.S.

NOTES:
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CPL | Architecture Engineering Planning
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NY ENGINEERING FIRM CERTIFICATE #018330

ONTEORA CENTRAL SCHOOL DISTRICT

PROJECT INFORMATION

Project Number
P23.01087.00

Client Name
ONTEORA CENTRAL SCHOOL DISTRICT

Project Name
PHASE 3B - SECURITY VESTIBULE AND SITE WORK

District Office Address
4166 STATE ROUTE 28
BOICEVILLE, NY 12412

ONTEORA CENTRAL SCHOOL DISTRICT
- ONTEORA MIDDLE/HIGH SCHOOL SED #: 62-12-01-04-6-001-035
- MSHS OUTDOOR PAVILION SED #: 62-12-01-06-7-027-001

PROJECT ISSUE & REVISION SCHEDULE

No.	Date	Description

PROFESSIONAL STAMPS

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SHEET INFORMATION

Issued	Scale
8/15/2025	1" = 10'

Project Status
IB: 10

Drawn By	Checked By
DVG	DVG

Drawing Title
ADA SIDEWALK GRADING REVISION

Drawing Number
OCSD
C806

Plotted By: Dan Garner
Date last plotted: 8/15/2025 11:36 AM
Date last accessed: 8/15/2025 11:33 AM
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Docusign Envelope ID: 060757F8-517E-44D2-9B52-9E4C017AB2DF

DS JA

Change Order #013

BBL Construction Services, LLC
302 Washington Ave Extension
Albany, New York 12203
Phone: (518) 452-8200

Project: 231088-05 - Onteora CSD: Classroom PH3B- Security Vestibule & Site Work
4166 Route 28
Boiceville, New York 12412

Change Order #013: CE #010 - Inserta Tee

CONTRACT COMPANY:	**Kingston Equipment Rental, Inc.** 78 Stone Rd West Hurley, New York 12491	**CONTRACT FOR:**	SC-1:#1 SC Base Bid
DATE CREATED:	1/ 30 /2026	**CREATED BY:**	Matt Harte **(BBL Construction Services, LLC)**
CONTRACT STATUS:	Approved	**CHANGE REASON:**	Unforeseen Condition
SCHEDULE IMPACT:		**LOCATION**	
REFERENCE:		**REVIEW DATE:**	01/30 /2026
EXECUTED:	No	**TOTAL AMOUNT:**	$ 4,169.00

DESCRIPTION:
CE #010 - Inserta Tee
This change came from RFI#6. K.E.R took an advanced look in the existing drainage structure on the south side of the roadway to Bennett elementary to make sure the two proposed pipes would fit. There is no room to introduce the 12" pipe on the West wall. K.E.R recommends a direct connection from DW-2 to the existing 48" CMP. Burn a hole in the Pipe as tight as possible and pour concrete around it. There would be no additional charge and or credit for the change in scope. Please see the sketch attached and advise if the proposed change is acceptable.

CPL determined we could tie into the existing 48" diameter CMP line for the 12" diameter HDPE pipe reroute but would need to utilize an Inserta Tee for the connection. This is the cost to re-route the pipe and connect to the existing 48" diameter CIP pipe with the Inserta Tee.

ATTACHMENTS:
CE#010 KER Inserta Tee Quote.pdf

CHANGE ORDER LINE ITEMS:

CCO #013

#	Sub Job	Cost Code	Description	Type	Amount
1	N/A	02-050 - BASIC SITE MATERIALS AND METHO	Inserta Tee	SUBCONTRACT	$ 4,169.00
				Subtotal:	$4,169.00
				Grand Total:	**$4,169.00**

The original (Contract Sum)	$ 1,110,340.00
Net change by previously authorized Change Orders	$ 229,890.00
The contract sum prior to this Change Order was	$ 1,340,230.00
The contract sum will be increased by this Change Order in the amount of	$ 4,169.00
The new contract sum including this Change Order will be	$ 1,344,399.00
The contract time will not be changed by this Change Order.	
The Pending Change Orders sum remaining on this contract	$ 0.00
The Revised Contract sum is	$ 1,344,399.00

BBL Construction Services

Change Order #013

BBL Construction Services, LLC
302 Washington Ave Extension
Albany New York 12203

DocuSigned by:
Matt Harte
228CC1A3A14E434...
Feb-06-2026

SIGNATURE **DATE**

Matt Harte

PRINTED NAME

Kingston Equipment Rental, Inc.
78 Stone Rd
West Hurley New York 12491

DocuSigned by:
Rudie Baker
F29303E5DEC64F9...
Feb-06-2026

SIGNATURE **DATE**

Rudie Baker

PRINTED NAME

Clark Patterson Lee (Poughkeepsie)
26 IBM Road
Poughkeepsie New York 12601

Signed by:
Stephanie Wisniewski
1D92DE8452E64C2...
Feb-07-2026

SIGNATURE **DATE**

Stephanie Wisniewski

PRINTED NAME

Onteora Central School District
4166 State Route 28
Boiceville New York 12412

DocuSigned by:
Victoria McLaren
55E6EDA3EB28433...
Feb-19-2026

SIGNATURE **DATE**

Victoria McLaren

PRINTED NAME

Docusign Envelope ID: 060757F8-517E-44D2-9B52-9E4C017AB2DF

THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Office of Facilities Planning, 89 Washington Avenue, Room 1060 Education Building Annex, Albany, NY 12234
Tel. (518) 474-3906
Tel. (518) 474-3906
www.p12.nysed.gov/facplan/

CHANGE ORDER CERTIFICATION

Must be attached to back of Change Order

Instructions: **This CERTIFICATION is required for all change orders submitted to SED**
Fill out all three parts completely.

Change Order Number:
CO-SC-013

Part One - General Information

Provide separate Change Orders for each Project Number

SED Project Number	6 2 1 2 0 1 0 6 0 0 0 1 0 3 5
	District BEDS Code / Building Identification Number / Project number
District & Building Name	Onteora Central School District - Middle School / High School
Type of Project	☐ Reconstruction /Alteration ☑ Addition & Alteration ☐ New Building ☐ Other
Project Description	Phase 3B - Security Vestibule and Site Work

Architect / Engineer firm	CPL (name)	26 IBM Road, Poughkeepsie, NY 12601 (address)
Contact Person	Stephanie Wisniewski, Senior Arch. Designer (name & title)	(845) 926 5610 SWisniewski@CPLteam.com (phone number & e-mail)
Construction Manager firm	BBL Construction Services, LLC (name)	302 Washington Avenue Extension, Albany, NY 12203 (address)
Contact Person	Matt Harte, Project Manager (name & title)	(518) 452-8200 mharte@bblinc.com (phone number & e-mail)
District Contact Person	Victoria McLaren, Superintendent (name & title)	(845) 657-6383 vmclaren@onteora.k12.ny.us (phone number & e-mail)

Part Two

Provide the following information for each individual item in the change order:
(Number each item if there is more than one and provide additional sheets as necessary.)

- **A. Requested By** (Who initiated the change request)
- **B. Relationship to Project Scope** (How is this change related to the original project scope)
- **C. Basis of Need** (Describe why the change is needed)
- **D. Description of Work** (Provide a detailed description of the work or services provided in the change order. Provide text, a drawing or both as necessary to demonstrate code compliance and the individual cost of each item.)

A. Contractor/Architect/CM.
B. Directly related.
C. In response to Contractors RFI #6 regarding no room to introduce the 12" pipe on the West wall of the existing drainage structure as originally designed, it was determined that a direct connection to the 48" dia. CMP pipe for the 12" dia. HDPE pipe reroute was acceptable via. an inserta tee.
D. Contractor to install new 12" dia. inserta tee to existing 48" dia. CMP pipe for connection of 12" dia. HDPE piping.

Docusign Envelope ID: 060757F8-517E-44D2-9B52-9E4C017AB2DF

CHANGE ORDER CERTIFICATION

Part Three

1 Change order requirements:

- ✔ The scope of the change order must relate to the project scope previously approved.
- ✔ Dollar amounts applied from allowances toward costs associated with the changes must be provided.
- ✔ If the cost of this change order is not within the approved amount as currently established on the SA-4, please provide a Form FP-FI, Request for Revision of Financial Information, with documentation showing the additional authorization of funds.
- ✔ Each change order shall be signed by the president of the board of education, the architect/engineer, and the contractor.

2 Certification of the Superintendent of Schools (District Superintendent if a BOCES project)

The following statements are true and correct to the best of my knowledge and belief:

- The revised total cost is within the authorized appropriation for this project.
- Where any work of this change order requires a type or kind of work that is not included in the original contract documents, the school district's attorney has been contacted to assure conformance with the Opinion of the State Comptroller No. 60-505.

Feb-19-2026
Date

Victoria McLaren
DocuSigned by: Victoria McLaren 55F6EDA8EB28433...
Signature and printed name of the School Superintendent or District Superintendent if a BOCES project

3 Certification of the Architect or Engineer

The following statements are true and correct to the best of my knowledge and belief:

- Work required by this change order is in accordance with applicable sections of the approved contract documents.
- Any plan, sketch, or attachment referenced In this change order is included herein.
- Work required by this change order is in accordance with applicable provisions of the NYS Uniform Fire Prevention and Building Code, State Education Department's building standards, and NYS Department of Labor's Code Rule 56.
- Work required by this change order was designed by an architect or engineer who is currently licensed by the State of New York.
- Work required by this change order that involves asbestos-containing building material (ACBM) was designed by an architect or engineer who is currently licensed by the State of New York and who is appropriately certified as an asbestos designer by the NYS Department of Labor at the time he/she designed the asbestos-related project.

CPL
Architectural / Engineering Firm Name

Feb-07-2026
Date

Stephanie Wisniewski
Signed by: Stephanie Wisniewski 1D92DE8452E64C2...
Signature and printed name of the Architect or Engineer

Docusign Envelope ID: 060757F8-517E-44D2-9B52-9E4C017AB2DF

Kingston Equipment Rental Inc. / Baker Brothers Excavating
78 Stone Road
West Hurley, NY 12491
Ph.: 845-338-6025 / fax: 845-338-3425
Email:Rita@bakerbrothersny.com
Rudie@bakerbrothersny.com

November 7th , 2025

Attn: Matt Harte
BBl Construction Services, LLC
302 Washinton Ave Extension
Albany, New York 12203

Ref: Reply to 3A Attached CE #10-Inserta Tee

There was a lot of discussion at the weekly meetings over this issue. Sketches were drawn after the group meeting about mounting plates that would have to be fabricated in our shop to mount a flat base plate to a round corrugated metal pipe as well as core drill size and weight. Discussion carried over to emails related to mounting hardware through a metal slip lined pipe, Kingston Equipment Rental, Inc. suggested "Butterfly Bolts" and eventually that was the route taken. Hardware had to be located to seal the four anchor holes when complete.

The labor and equipment charge is related to chasing the existing storm pipe to the farthest Corner to get the required elevation and angles needed to install the 45 Degree elbow. A lot Larger footprint was distributed to achieve this revised scope of work. The breakdown shows the credit for simple pipe insulation.

Thank you,
Rudie Baker

Docusign Envelope ID: 060757F8-517E-44D2-9B52-9E4C017AB2DF

Kingston Equipment Rental Inc. / Baker Brothers Excavating
78 Stone Road
West Hurley, NY 12491
Ph.: 845-338-6025 / fax: 845-338-3425
Email:Rita@bakerbrothersny.com
Rudie@bakerbrothersny.com

August 29th, 2025

ATTN: Kyle Harjes
Director of Facilities
Building & Grounds
4166 Route 28-PO Box 300
Boiceville, NY 12412

REF: RFI #2 – 12" storm drainage tie into existing 48" CMP.
Expose 48" diameter CMP as close to existing sidewalk as possible to get the required elevation. Core drill pipe (No Charge) charges related only to additional work/hardware to core drill a CMP pipe as opposed to a catch basin. Larger area to be topsoiled, seeded and mulched. *No Markup*

LABOR:		
Foreman @ 4 hrs @ $123.17	= $492.68	
Laborer @ 8 hrs @$108.59	= $868.72	
Operator @ 4 hrs @ $129.06	= $516.24	
	$ 1,877.64	$1,877.64
EQUIPMENT:		
Cat 308 Excavator 4 hrs x $75.00/hr	= $300.00	=$300.00
MATERIAL:		
Inserta Tee - $800.34	=$800.34	
Inserta Tee drill bit -$1,866.65	=$1,866.65	
45 degree-12" HDPE elbow -$150.35	=$150.35	
Topsoil – 2 cy @ $45.00/cy	=$90.00	
Seed & Mulch – Lump Sum - $40.00	=$40.00	
Additional core drill hardware – L.S.	=$150.00	
	$3,097.34	=$3,097.34
		$5,274.98

Docusign Envelope ID: 060757F8-517E-44D2-9B52-9E4C017AB2DF

Credit for work not performed		
*30' less 12" HDPE Pipe		
30' pf pipe @ $9.52/ft	= $285.60	
Pipe backfill – 5.7tons @$19.80	= $112.86	
Excavation, install pipe and backfill.		
Foreman – 1 hr @ $123.17/hr	=$123.17	
Laborer – 4 hrs @ $108.59/hr	=$434.36	
Cat 308 Excavator – 2 hrs @ $75.00/hr	= $150.00	
	$1,105.99	= -$1,105.99
		$4,168.99

CO#013 Total: $4,169.00

Thank you,
Rudie Baker-President/Owner

Docusign Envelope ID: 060757F8-517E-44D2-9B52-9E4C017AB2DF

BBL Construction Services, LLC
302 Washington Ave Extension
Albany, New York 12203
P: (518) 452-8200

Project: 231088-05 Onteora CSD: Classroom
PH3B- Security Vestibule & Site Work
4166 Route 28
Boiceville, New York 12412

RFI #6: Core Drilling of Existing Storm Structure to accept new 12" corrugated HDPE pipe

Revision	0	**Status**	Closed on 06/06/25
To	Jessica Alesi (Clark Patterson Lee (Newburgh)) *(Response Required)* Stephanie Wisniewski (Clark Patterson Lee (Poughkeepsie)) *(Response Required)*	**From**	Matt Harte (BBL Construction Services, LLC) 302 Washington Avenue Extension Albany , New York 12203
Date Initiated	Jun 3, 2025	**Due Date**	Jun 6, 2025
Location		**Project Stage**	Pre-Construction/Estimating
Cost Impact	No	**Schedule Impact**	No
Spec Section		**Cost Code**	
Drawing Number	C203	**Reference**	
Linked Drawings	C800, C203		
Received From	Dan McShea (Kingston Equipment Rental, Inc.)	**Sub Job**	
Copies To	Rudie Baker (Kingston Equipment Rental, Inc.), Jeff Andrews (BBL Construction Services, LLC), Cody Bowden (BBL Construction Services, LLC), Kyle Harjes (Onteora Central School District), Dan McShea (Kingston Equipment Rental, Inc.), Micheal Vandebogart (Kingston Equipment Rental, Inc.)		

Activity

Question

Question from Matt Harte BBL Construction Services, LLC *on Tuesday, Jun 3, 2025 at 11:43 AM EDT*

K.E.R took an advanced look in the existing drainage structure on the south side of the roadway to Bennett elementary to make sure the two proposed pipes would fit. There is no room to introduce the 12" pipe on the West wall.

K.E.R recommends a direct connection from DW-2 to the existing 48" CMP. Burn a hole in the Pipe as tight as possible and pour concrete around it. There would be no additional charge and or credit for the change in scope. Please see the sketch attached and advise if the proposed change is acceptable.

Attachments
SC RFI#002 - Core Drilling Existing Storm Structure.pdf

Official Response

Response from Stephanie Wisniewski Clark Patterson Lee (Poughkeepsie) *on Thursday, Jun 5, 2025 at 10:18 PM EDT*

See attached response for included sheet C800 with detail for direct connection to the 48" diameter CMP line for the 12" diameter HDPE pipe reroute.

Attachments
RFI-SC-002 - Core Drilling Existing Storm Structure - Answered.pdf

Docusign Envelope ID: 060757F8-517E-44D2-9B52-9E4C017AB2DF

CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

REQUEST FOR INFORMATION

RFI #: 2
Date: 6/3/2025

OCSD - MSHS SECUIRTY VESTIBULE & SITE WORK - PH 3B: R23.01087.00

Contractor Name: K.E.R / Baker Brothers

To: Matt Harte Firm: BBL Construction services LLC

From: Daniel McShea

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

Subject: CORE DRILL INTO EXISTING STRUCTURE TO ACCEPT NEW 12" CORRUGATED HDPE PIPE.

Location: DW-2 / Existing drainage structure

Information is Requested By:

MESSAGE: K.E.R took an advanced look in the existing drainage structure on the south side of the roadway to Bennett elementary to make sure the two proposed pipes would fit. There is no room to introduce the 12" pipe on the West wall.

K.E.R recommends a direct connection from DW-2 to the existing 48" CMP. Burn a hole in the Pipe as tight as possible and pour concrete around it. There would be no additional charge and or credit for the change in scope. Please see attached sketch and advise if the proposed change is acceptable.

Contractors Name:

By: Date:

CPL
26 IBM Road
Poughkeepsie, NY 12601
CPLteam.com
800.274.9000 TEL

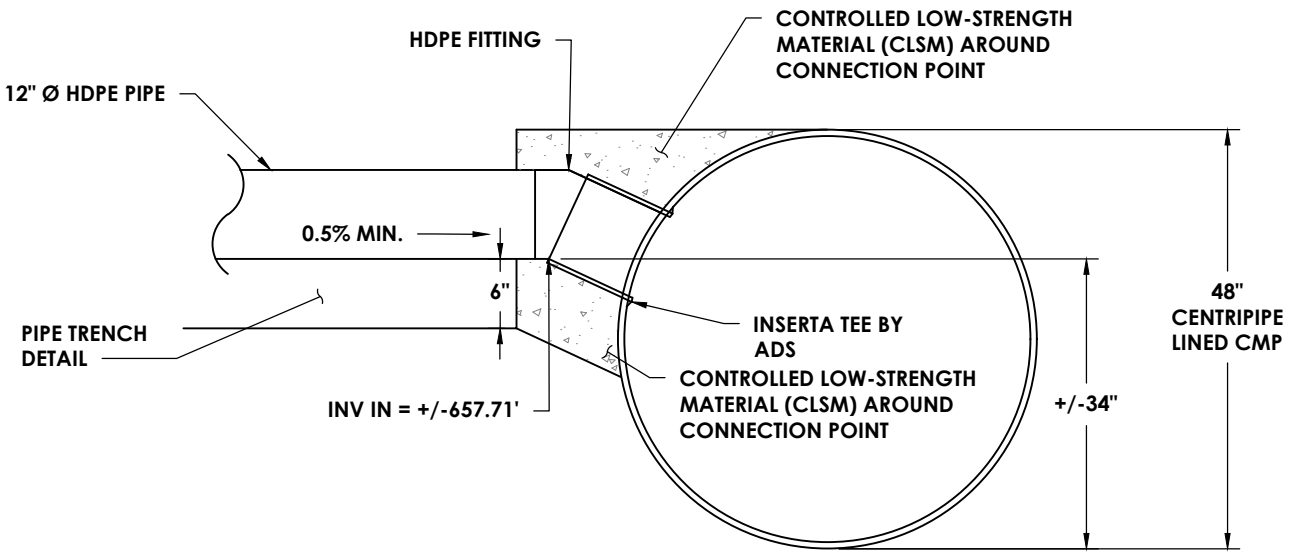
Docusign Envelope ID: 060757F8-517E-44D2-9B52-9E4C017AB2DF

Engineer's Response:

See below attached sheet for direct connection to the 48" diameter CMP line for the 12" diameter HDPE pipe reroute.

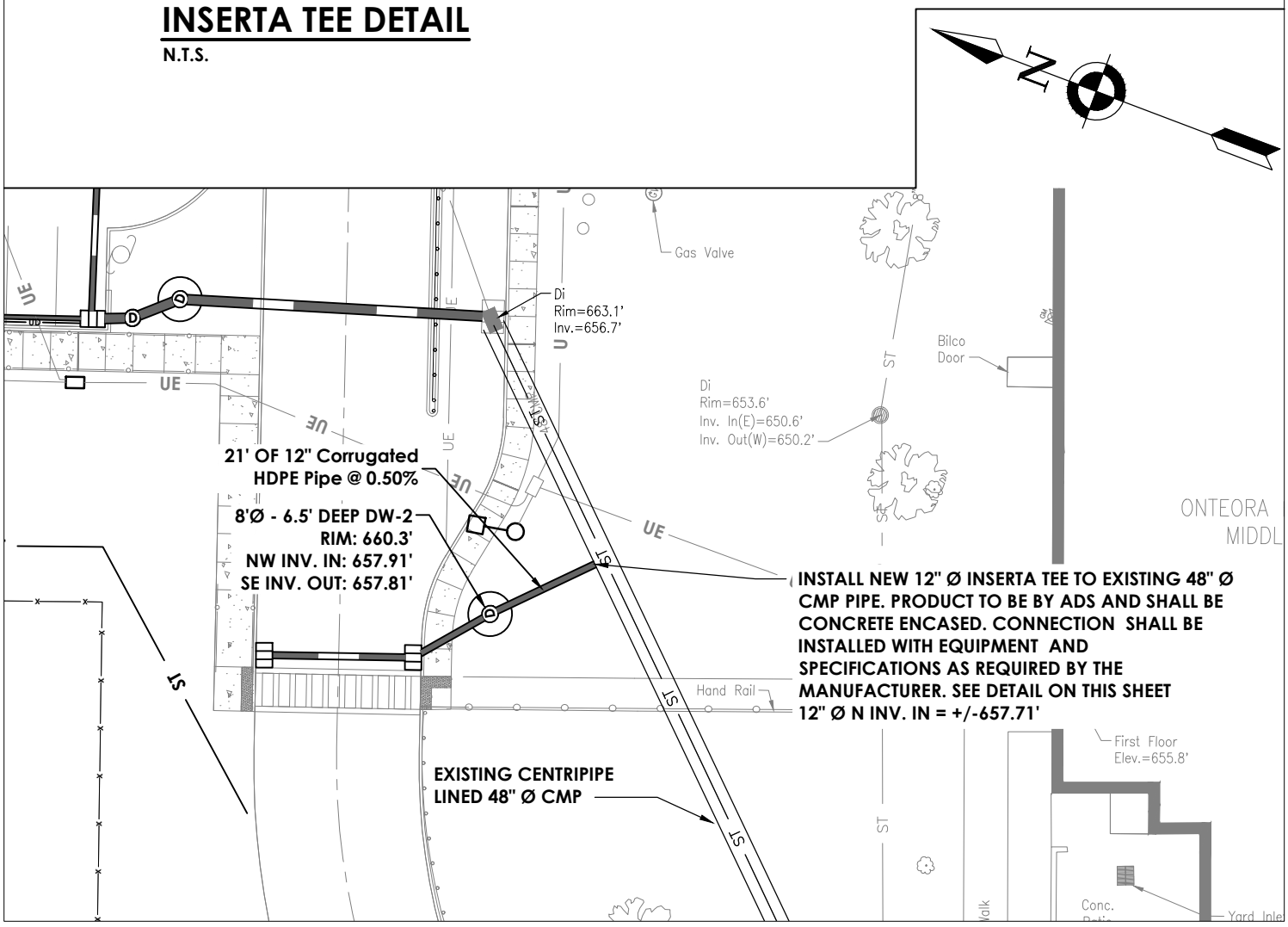
By: DGarner
Date: 6/5/2025

Docusign Envelope ID: 060757F8-517E-44D2-9B52-9E4C017AB2DF



INSERTA TEE DETAIL

N.T.S.



Project Number	Drawn By	Checked By	Scale	Issued
R23.01087.00	DVG	JCB	1"= 30' OR NOTED OTHERWISE	6/5/2025

Client Name

ONTEORA CENTRAL SCHOOL DISTRICT

Project Name

PHASE 3B - SECURITY VESTIBULE AND SITE WORK

Drawing Title

STORM PIPE CONNECTION PLAN

Drawing Number

C800

CPL | Architecture Engineering Planning
26 IBM Road
Poughkeepsie, NY 12601
CPLteam.com
NY ENGINEERING FIRM CERTIFICATE #018330

Plotted By: Dan Garner
Date last plotted: 6/5/2025 3:44 PM
Date last accessed: 6/5/2025 1:39 PM
Drawing Name: S:\Projects\Onteora CSD\Classroom Renovation Ph3\D Design\06 CAD\ACAD\Civil\C2\OCSD_R23.01087.00_UT.dwg

Docusign Envelope ID: 060757F8-517E-44D2-9B52-9E4C017AB2DF

CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

REQUEST FOR INFORMATION

RFI #: 2
Date: 6/3/2025

OCSD - MSHS SECUIRTY VESTIBULE & SITE WORK - PH 3B: R23.01087.00

Contractor Name: K.E.R / Baker Brothers

To: Matt Harte Firm: BBL Construction services LLC

From: Daniel McShea

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

Subject: CORE DRILL INTO EXISTING STRUCTURE TO ACCEPT NEW 12" CORRUGATED HDPE PIPE.

Location: DW-2 / Existing drainage structure

Information is Requested By:

MESSAGE: K.E.R took an advanced look in the existing drainage structure on the south side of the roadway to Bennett elementary to make sure the two proposed pipes would fit. There is no room to introduce the 12" pipe on the West wall.

K.E.R recommends a direct connection from DW-2 to the existing 48" CMP. Burn a hole in the Pipe as tight as possible and pour concrete around it. There would be no additional charge and or credit for the change in scope. Please see attached sketch and advise if the proposed change is acceptable.

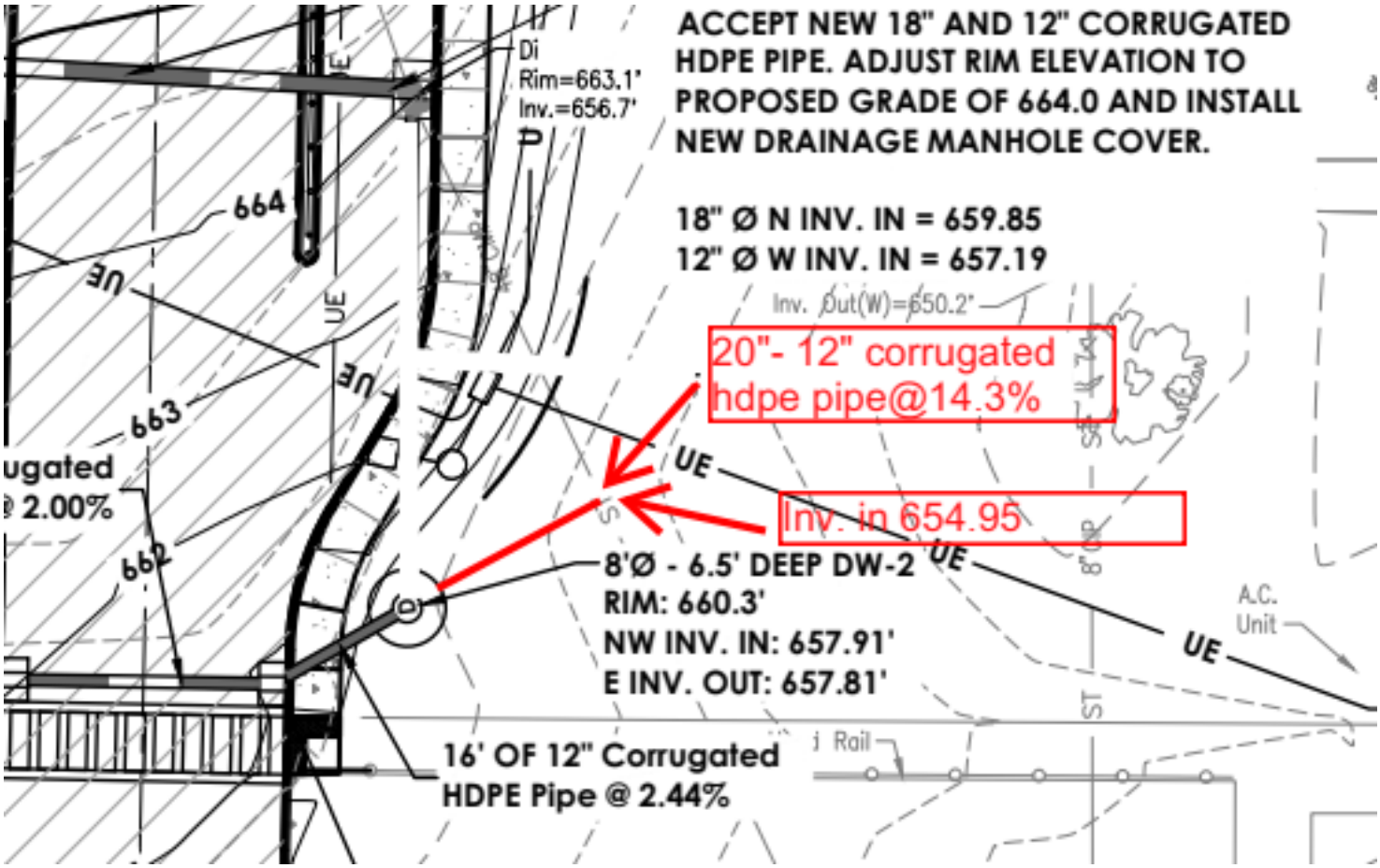
Contractors Name:

By: Date:

CPL
26 IBM Road
Poughkeepsie, NY 12601
CPLteam.com
800.274.9000 TEL

Docusign Envelope ID: 060757F8-517E-44D2-9B52-9E4C017AB2DF

Sketch of proposed solution.



Docusign Envelope ID: F4B86CFA-9049-4594-A4BD-4EF860224607

DS JA

BBL Construction Services

Change Order #014

BBL Construction Services, LLC
302 Washington Ave Extension
Albany, New York 12203
Phone: (518) 452-8200

Project: 231088-05 - Onteora CSD: Classroom PH3B- Security Vestibule & Site Work
4166 Route 28
Boiceville, New York 12412

Change Order #014: CE#011 - Change in Elevation

CONTRACT COMPANY:	**Kingston Equipment Rental, Inc.** 78 Stone Rd West Hurley, New York 12491	**CONTRACT FOR:**	SC-1:#1 SC Base Bid
DATE CREATED:	1/ 30 /2026	**CREATED BY:**	Matt Harte **(BBL Construction Services, LLC)**
CONTRACT STATUS:	Approved	**CHANGE REASON:**	Unforeseen Condition
SCHEDULE IMPACT:		**LOCATION**	
REFERENCE:		**REVIEW DATE:**	01/30 /2026
EXECUTED:	No	**TOTAL AMOUNT:**	$ 2,038.00

DESCRIPTION:
CE #011 - Change in elevation to connect to existing catch basin
This change is from the response to RFI #12: Core Drilling Existing Structure (For 18" corrugated from DW-1). KER had excavated to install the 18" pipe but when uncovering the existing storm structure it was determined that they would not be able to core through the structure at the intended location. KER had to infill the trench, compact the soil and then dig the new trench for the installation of the storm pipe to the existing catch basin. Refer to RFI #12 attached within KER's quote.

ATTACHMENTS:
CE#011 KER Change in Elevation to Catch Basin Quote.pdf

CHANGE ORDER LINE ITEMS:

CCO #014

#	Sub Job	Cost Code	Description	Type	Amount
1	N/A	02-050 - BASIC SITE MATERIALS AND METHO	Change in elevation to connect to existing catch basin	SUBCONTRACT	$ 2,038.00
				Subtotal:	$2,038.00
				Grand Total:	**$2,038.00**

The original (Contract Sum)	$ 1,110,340.00
Net change by previously authorized Change Orders	$ 234,059.00
The contract sum prior to this Change Order was	$ 1,344,399.00
The contract sum will be increased by this Change Order in the amount of	$ 2,038.00
The new contract sum including this Change Order will be	$ 1,346,437.00
The contract time will not be changed by this Change Order.	
The Pending Change Orders sum remaining on this contract	$ 0.00
The Revised Contract sum is	$ 1,346,437.00

BBL Construction Services

Change Order #014

BBL Construction Services, LLC
302 Washington Ave Extension
Albany New York 12203

DocuSigned by:
Matt Harte
228CC1A3A14E434...
Feb-06-2026

SIGNATURE **DATE**

Matt Harte

PRINTED NAME

Kingston Equipment Rental, Inc.
78 Stone Rd
West Hurley New York 12491

DocuSigned by:
Rudie Baker
F29303E5DEC64F9...
Feb-06-2026

SIGNATURE **DATE**

Rudie Baker

PRINTED NAME

Clark Patterson Lee (Poughkeepsie)
26 IBM Road
Poughkeepsie New York 12601

Signed by:
Stephanie Wisniewski
1D92DE8452E64C2...
Feb-07-2026

SIGNATURE **DATE**

Stephanie Wisniewski

PRINTED NAME

Onteora Central School District
4166 State Route 28
Boiceville New York 12412

DocuSigned by:
Victoria McLaren
55F6FDA3EB28433...
Feb-19-2026

SIGNATURE **DATE**

Victoria McLaren

PRINTED NAME

Docusign Envelope ID: F4B86CFA-9049-4594-A4BD-4EF860224607

THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Office of Facilities Planning, 89 Washington Avenue, Room 1060 Education Building Annex, Albany, NY 12234
Tel. (518) 474-3906
Tel. (518) 474-3906
www.p12.nysed.gov/facplan/

CHANGE ORDER CERTIFICATION

Must be attached to back of Change Order

Instructions: **This CERTIFICATION is required for all change orders submitted to SED**
Fill out all three parts completely.

Change Order Number:
CO-SC-014

Part One - General Information

Provide separate Change Orders for each Project Number

SED Project Number: 6 2 1 2 0 1 0 6 | 0 0 0 1 | 0 3 5
(District BEDS Code | Building Identification Number | Project number)

District & Building Name: Onteora Central School District - Middle School / High School

Type of Project: ☐ Reconstruction /Alteration ☑ Addition & Alteration ☐ New Building ☐ Other

Project Description: Phase 3B - Security Vestibule and Site Work

Architect / Engineer firm	CPL (name)	26 IBM Road, Poughkeepsie, NY 12601 (address)
Contact Person	Stephanie Wisniewski, Senior Arch. Designer (name & title)	(845) 926 5610 SWisniewski@CPLteam.com (phone number & e-mail)
Construction Manager firm	BBL Construction Services, LLC (name)	302 Washington Avenue Extension, Albany, NY 12203 (address)
Contact Person	Matt Harte, Project Manager (name & title)	(518) 452-8200 mharte@bblinc.com (phone number & e-mail)
District Contact Person	Victoria McLaren, Superintendent (name & title)	(845) 657-6383 vmclaren@onteora.k12.ny.us (phone number & e-mail)

Part Two

Provide the following information for each individual item in the change order:
(Number each item if there is more than one and provide additional sheets as necessary.)

- **A. Requested By** (Who initiated the change request)
- **B. Relationship to Project Scope** (How is this change related to the original project scope)
- **C. Basis of Need** (Describe why the change is needed)
- **D. Description of Work** (Provide a detailed description of the work or services provided in the change order. Provide text, a drawing or both as necessary to demonstrate code compliance and the individual cost of each item.)

A. Contractor/Architect/CM.
B. Directly related.
C. In response to Contractors RFI #12 regarding concerns with the existing structure that was being tied into appearing to be a hybrid structure made of old daylight flared end and some block/bricks, the Contractor was concerned when core drilling through multiple materials that are at dfifferent planes as well that the structure may fail, therefore it was determined that the contractor could core drill through the existing structure at a revised elevation to only core drill through one material while maintaining required 18" cover over new 18" dia. storm pipe.
D. Contractor to core drill through existing structure at elevation 661.17 and adjust laterally to best accomodate exisitng conditions while maintaining a minimum of 18 inch cover over new 18 inch dia. storm pipe. Cut existing structure DW-1 to accept a new invert out elevation of 661.5. Grout in previosuly approved invert out hole. See attached plan to RFI #12 response for clarity.

Docusign Envelope ID: F4B86CFA-9049-4594-A4BD-4EF860224607

CHANGE ORDER CERTIFICATION

Part Three

1 Change order requirements:

- ✔ The scope of the change order must relate to the project scope previously approved.
- ✔ Dollar amounts applied from allowances toward costs associated with the changes must be provided.
- ✔ If the cost of this change order is not within the approved amount as currently established on the SA-4, please provide a Form FP-FI, Request for Revision of Financial Information, with documentation showing the additional authorization of funds.
- ✔ Each change order shall be signed by the president of the board of education, the architect/engineer, and the contractor.

2 Certification of the Superintendent of Schools (District Superintendent if a BOCES project)

The following statements are true and correct to the best of my knowledge and belief:

- The revised total cost is within the authorized appropriation for this project.
- Where any work of this change order requires a type or kind of work that is not included in the original contract documents, the school district's attorney has been contacted to assure conformance with the Opinion of the State Comptroller No. 60-505.

Feb-19-2026
Date

Victoria McLaren
DocuSigned by: Victoria McLaren
Signature and printed name of the School Superintendent or District Superintendent if a BOCES project

3 Certification of the Architect or Engineer

The following statements are true and correct to the best of my knowledge and belief:

- Work required by this change order is in accordance with applicable sections of the approved contract documents.
- Any plan, sketch, or attachment referenced In this change order is included herein.
- Work required by this change order is in accordance with applicable provisions of the NYS Uniform Fire Prevention and Building Code, State Education Department's building standards, and NYS Department of Labor's Code Rule 56.
- Work required by this change order was designed by an architect or engineer who is currently licensed by the State of New York.
- Work required by this change order that involves asbestos-containing building material (ACBM) was designed by an architect or engineer who is currently licensed by the State of New York and who is appropriately certified as an asbestos designer by the NYS Department of Labor at the time he/she designed the asbestos-related project.

CPL
Architectural / Engineering Firm Name

Feb-07-2026
Date

Stephanie Wisniewski
Signed by: Stephanie Wisniewski
Signature and printed name of the Architect or Engineer

Docusign Envelope ID: F4B86CFA-9049-4594-A4BD-4EF860224607

Kingston Equipment Rental Inc. / Baker Brothers Excavating
78 Stone Road
West Hurley, NY 12491
Ph.: 845-338-6025 / fax: 845-338-3425
Email:Rita@bakerbrothersny.com
Rudie@bakerbrothersny.com

November 7th , 2025

Attn: Matt Harte
BBl Construction Services, LLC
302 Washinton Ave Extension
Albany, New York 12203

Ref: Reply to #2C Attached CE #11

The Excavation was performed in the direction the site dictated for it to be completed. The proposed line and grade was followed from the high side to the existing structure as specified on the drawings. Upon exposing the buried structure that gave all the appearance of a standard catch basin from the inside (as it was lined when the pipes were slip lined) an unforeseen condition was exposed. This prompted the RFI. The solution was to relocate the penetration into the existing structure at a higher elevation and offset to the right.
Kingston Equipment Rental, Inc. is only billing for the work involved in filling in the previously Excavated trench and a lateral adjustment to achieve the site mandated line and grade.

Thank you,
Rudie Baker

Docusign Envelope ID: F4B86CFA-9049-4594-A4BD-4EF860224607

Kingston Equipment Rental Inc. / Baker Brothers Excavating
78 Stone Road
West Hurley, NY 12491
Ph.: 845-338-6025 / fax: 845-338-3425
Email:Rita@bakerbrothersny.com
Rudie@bakerbrothersny.com

August 28th, 2025

ATTN: Kyle Harjes
Director of Facilities
Building & Grounds
4166 Route 28-PO Box 300
Boiceville, NY 12412

REF: Change Event #11

7/9/25 – Change in Elevation and location of tie into existing catch basin by student drop off lane due to non traditional catch basin. Partialy fill trench back in and compact then redig in new location.

LABOR:		
Foreman @ 3 hrs @ $123.17	= $369.51	
Laborer @ 4 hrs @$108.59	= $434.36	
Operator @ 4 hrs @ $129.06	= $516.24	
	$1,320.11	=$1,320.11
EQUIPMENT:		
Cat 305 Excavator @ 4 hrs x $70.00/hr	= $280.00	
Compactor – Lump Sum	= $100.00	
	$380.00	=$380.00
		$1,772.46
	15% OH & P	265.86
		$2,038.32

CO#014 Total: $2,038.00

Docusign Envelope ID: F4B86CFA-9049-4594-A4BD-4EF860224607

BBL Construction Services, LLC
302 Washington Ave Extension
Albany, New York 12203
P: (518) 452-8200

Project: 231088-05 Onteora CSD: Classroom
PH3B- Security Vestibule & Site Work
4166 Route 28
Boiceville, New York 12412

RFI #12: Core Drilling Existing Structure (For 18" Corrugated from DW-1)

Revision	0	**Status**	Closed on 07/08/25
To	Jessica Alesi (Clark Patterson Lee (Newburgh)) Stephanie Wisniewski (Clark Patterson Lee (Poughkeepsie))	**From**	Jeff Andrews (BBL Construction Services, LLC) 302 Washington Avenue Extension Albany , New York 12203
Date Initiated	Jul 7, 2025	**Due Date**	Jul 10, 2025
Location		**Project Stage**	Construction
Cost Impact		**Schedule Impact**	
Spec Section		**Cost Code**	
Drawing Number	C203	**Reference**	
Linked Drawings			
Received From	Dan McShea (Kingston Equipment Rental, Inc.)	**Sub Job**	
Copies To	Rudie Baker (Kingston Equipment Rental, Inc.), Jeff Andrews (BBL Construction Services, LLC), Cody Bowden (BBL Construction Services, LLC), Joel Cservak (Onteora Central School District), Kyle Harjes (Onteora Central School District), Dan McShea (Kingston Equipment Rental, Inc.)		

Activity

Question

Question from Jeff Andrews BBL Construction Services, LLC *on Monday, Jul 7, 2025 at 11:03 AM EDT*

SC RFI #007 (7/3/25)
When exposing the existing structure that we are to tie into, the structure looks to be a hybrid structure made of old daylight flared end and some block/brick.
KER's concern is when core drilling through the multiple materials (that are also in different planes) the side of the structure is going to fail. KER proposes we move the pie up and to the right to avoid the precast flared end and god directly through the block wall. Attached is a picture for reference on where the new etry point will be located.
The inert of the proposed new entry point will be 661.17.

Attachments
OCSD - Security Vestibule RFI 7.pdf

Official Response

Response from Stephanie Wisniewski Clark Patterson Lee (Poughkeepsie) *on Monday, Jul 7, 2025 at 03:31 PM EDT*

Please refer to attached PDF for RFI Response.

Attachments
RFI-SC-007 - Tennis Court Lot Existing Structure - Answered.pdf

All Replies

Response from Stephanie Wisniewski Clark Patterson Lee (Poughkeepsie) *on Monday, Jul 7, 2025 at 03:31 PM EDT*

Please refer to attached PDF for RFI Response.

Attachments
RFI-SC-007 - Tennis Court Lot Existing Structure - Answered.pdf

Docusign Envelope ID: F4B86CFA-9049-4594-A4BD-4EF860224607

CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

REQUEST FOR INFORMATION

RFI #: 7
Date: 7/3/2025

OCSD - MSHS SECUIRTY VESTIBULE & SITE WORK - PH 3B: R23.01087.00

Contractor Name: K.E.R / Baker Brothers

To: Matt Harte Firm: BBL Construction Services LLC

From: Daniel McShea

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

Subject: Core drilling the existing structure

Location: Tennis court parking lot

Information is Requested By: Daniel McShea

MESSAGE:

When exposing the existing structure that we are to tie into the structure looks to be a hybrid structure made of an old daylight flared end and some block/brick.
K.E.R's concern is when core drilling through the multiple Materials (that are also in different planes) the side of the structure is going to fail. K.E.R purposes we move the pipe up and to the right to avoid the precast flared end and go directly through the block wall. Atttached is a picture for reference on where the new entry point will be located.
The invert of the purposed new entry point will be 661.17.

Contractors Name: Kingston Equipment Rental / Baker Brothers

By: Daniel McShea Date: 7/3/2025

CPL
26 IBM Road
Poughkeepsie, NY 12601
CPLteam.com
800.274.9000 TEL

Docusign Envelope ID: F4B86CFA-9049-4594-A4BD-4EF860224607



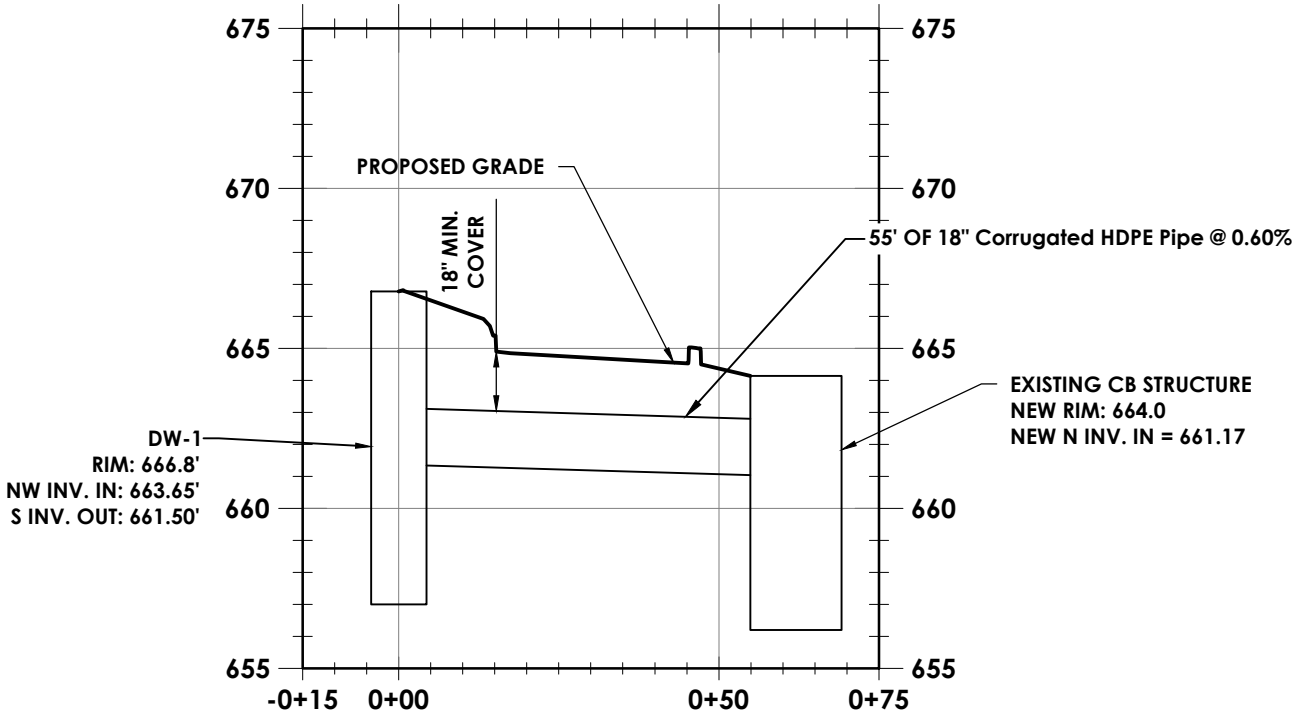
Docusign Envelope ID: F4B86CFA-9049-4594-A4BD-4EF860224607

Engineer's Response:

Core drill through existing structure at elevation 661.17. Adjust laterally to best accommodate existing conditions while maintaining a minimum of 18 inch cover over new 18 inch diameter storm pipe. Cut existing structure DW-1 to accept a new invert out elevation of 661.5. Grout in previously approved invert out hole. See attached plan sheet for clarity.

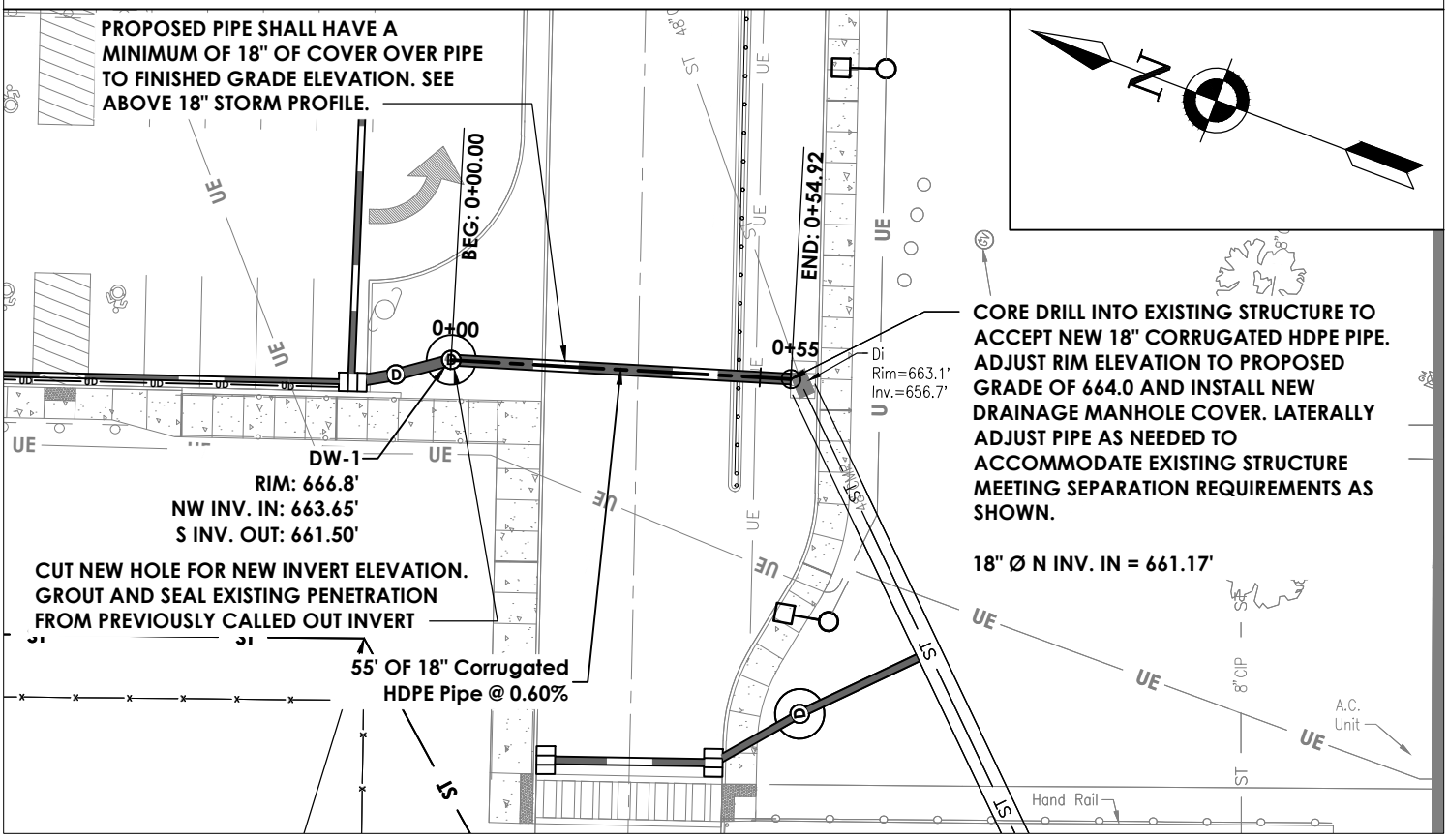
By: DGarner
Date: 7/7/2025

Docusign Envelope ID: F4B86CFA-9049-4594-A4BD-4EF860224607



18" STORM PIPE PROFILE

HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 6'



Plotted By: Dan Garner
Date last plotted: 7/7/2025 2:14 PM
Date last accessed: 7/7/2025 2:10 PM
Drawing Name: S:\Projects\Onteora CSD\Classroom Renovation Ph3\D Design\06 CAD\ACAD\Civil\C2\OCSD_R23.01087.00_UT.dwg

Project Number	Drawn By	Checked By	Scale	Issued
R23.01087.00	DVG	JCB	1" = 30'	7/7/2025

CPL | Architecture Engineering Planning
26 IBM Road
Poughkeepsie, NY 12601
CPLteam.com
NY ENGINEERING FIRM CERTIFICATE #018330

Client Name
ONTEORA CENTRAL SCHOOL DISTRICT

Project Name
PHASE 3B - SECURITY VESTIBULE AND SITE WORK

Drawing Title
RFI-SC-007 - TENNIS COURT LOT EXISTING STRUCTURE

Drawing Number
C801

Docusign Envelope ID: F4B86CFA-9049-4594-A4BD-4EF860224607

CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

REQUEST FOR INFORMATION

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The invert of the purposed new entry point will be 661.17.

Contractors Name: Kingston Equipment Rental / Baker Brothers

By: Daniel McShea Date: 7/3/2025

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26 IBM Road
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800.274.9000 TEL

Docusign Envelope ID: F4B86CFA-9049-4594-A4BD-4EF860224607



Docusign Envelope ID: DCE194F7-E216-406C-877E-F6038A102BE4

DS JA

Change Order #015

BBL Construction Services, LLC
302 Washington Ave Extension
Albany, New York 12203
Phone: (518) 452-8200

Project: 231088-05 - Onteora CSD: Classroom PH3B- Security Vestibule & Site Work
4166 Route 28
Boiceville, New York 12412

Change Order #015: Paving Allow. Reconciliation

CONTRACT COMPANY:	**Kingston Equipment Rental, Inc.** 78 Stone Rd West Hurley, New York 12491	**CONTRACT FOR:**	SC-1:#1 SC Base Bid
DATE CREATED:	1/ 30 /2026	**CREATED BY:**	Matt Harte **(BBL Construction Services, LLC)**
CONTRACT STATUS:	Approved	**CHANGE REASON:**	Allowance
SCHEDULE IMPACT:		**LOCATION**	
REFERENCE:		**REVIEW DATE:**	01/30 /2026
EXECUTED:	No	**TOTAL AMOUNT:**	($29.00)

DESCRIPTION:
CE #030 - Pavilion Paving Allowance Reconciliation
This change is to reconcile the paving allowance for the unused funds.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

CCO #015

#	Sub Job	Cost Code	Description	Type	Amount
1	N/A	02-050 - BASIC SITE MATERIALS AND METHO	Pavilion Paving Allowance Reconciliation	SUBCONTRACT	($29.00)
				Subtotal:	($29.00)
				Grand Total:	(**$29.00**)

The original (Contract Sum)	$ 1,110,340.00
Net change by previously authorized Change Orders	$ 236,097.00
The contract sum prior to this Change Order was	$ 1,346,437.00
The contract sum will be decreased by this Change Order in the amount of	($29.00)
The new contract sum including this Change Order will be	$ 1,346,408.00
The contract time will not be changed by this Change Order.	
The Pending Change Orders sum remaining on this contract	$ 0.00
The Revised Contract sum is	$ 1,346,408.00

BBL Construction Services

Change Order #015

BBL Construction Services, LLC
302 Washington Ave Extension
Albany New York 12203

DocuSigned by:
Matt Harte
228CC1A3A14E434...
Feb-06-2026

SIGNATURE **DATE**

Matt Harte

PRINTED NAME

Kingston Equipment Rental, Inc.
78 Stone Rd
West Hurley New York 12491

DocuSigned by:
Rudie Baker
F29303E5DEC64F9...
Feb-06-2026

SIGNATURE **DATE**

Rudie Baker

PRINTED NAME

Clark Patterson Lee (Poughkeepsie)
26 IBM Road
Poughkeepsie New York 12601

Signed by:
Stephanie Wisniewski
1D92DE8452E64C2...
Feb-07-2026

SIGNATURE **DATE**

Stephanie Wisniewski

PRINTED NAME

Onteora Central School District
4166 State Route 28
Boiceville New York 12412

DocuSigned by:
Victoria McLaren
55F6FDA3EB28433...
Feb-19-2026

SIGNATURE **DATE**

Victoria McLaren

PRINTED NAME

Docusign Envelope ID: DCE194F7-E216-406C-877E-F6038A102BE4

THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Office of Facilities Planning, 89 Washington Avenue, Room 1060 Education Building Annex, Albany, NY 12234
Tel. (518) 474-3906
Tel. (518) 474-3906
www.p12.nysed.gov/facplan/

CHANGE ORDER CERTIFICATION

Must be attached to back of Change Order

Instructions: **This CERTIFICATION is required for all change orders submitted to SED**
Fill out all three parts completely.

Change Order Number:
CO-SC-015

Part One - General Information

Provide separate Change Orders for each Project Number

SED Project Number: 6 2 1 2 0 1 0 6 | 7 0 2 7 | 0 0 1
(District BEDS Code | Building Identification Number | Project number)

District & Building Name: Onteora Central School District - Middle School / High School

Type of Project: ☐ Reconstruction /Alteration ☑ Addition & Alteration ☐ New Building ☐ Other

Project Description: Phase 3B - Security Vestibule and Site Work

Architect / Engineer firm	CPL (name)	26 IBM Road, Poughkeepsie, NY 12601 (address)
Contact Person	Stephanie Wisniewski, Senior Arch. Designer (name & title)	(845) 926 5610 SWisniewski@CPLteam.com (phone number & e-mail)
Construction Manager firm	BBL Construction Services, LLC (name)	302 Washington Avenue Extension, Albany, NY 12203 (address)
Contact Person	Matt Harte, Project Manager (name & title)	(518) 452-8200 mharte@bblinc.com (phone number & e-mail)
District Contact Person	Victoria McLaren, Superintendent (name & title)	(845) 657-6383 vmclaren@onteora.k12.ny.us (phone number & e-mail)

Part Two

Provide the following information for each individual item in the change order:
(Number each item if there is more than one and provide additional sheets as necessary.)

A. **Requested By** (Who initiated the change request)
B. **Relationship to Project Scope** (How is this change related to the original project scope)
C. **Basis of Need** (Describe why the change is needed)
D. **Description of Work** (Provide a detailed description of the work or services provided in the change order. Provide text, a drawing or both as necessary to demonstrate code compliance and the individual cost of each item.)

A. CM.
B. Directly related.
C. Needed to close out project.
D. Credit for unused pavilion paving allowance.

Docusign Envelope ID: DCE194F7-E216-406C-877E-F6038A102BE4

CHANGE ORDER CERTIFICATION

Part Three

1 Change order requirements:

- ✔ The scope of the change order must relate to the project scope previously approved.
- ✔ Dollar amounts applied from allowances toward costs associated with the changes must be provided.
- ✔ If the cost of this change order is not within the approved amount as currently established on the SA-4, please provide a Form FP-FI, Request for Revision of Financial Information, with documentation showing the additional authorization of funds.
- ✔ Each change order shall be signed by the president of the board of education, the architect/engineer, and the contractor.

2 Certification of the Superintendent of Schools (District Superintendent if a BOCES project)

The following statements are true and correct to the best of my knowledge and belief:

- The revised total cost is within the authorized appropriation for this project.
- Where any work of this change order requires a type or kind of work that is not included in the original contract documents, the school district's attorney has been contacted to assure conformance with the Opinion of the State Comptroller No. 60-505.

Feb-19-2026
Date

Victoria McLaren
DocuSigned by: Victoria McLaren
Signature and printed name of the School Superintendent or District Superintendent if a BOCES project

3 Certification of the Architect or Engineer

The following statements are true and correct to the best of my knowledge and belief:

- Work required by this change order is in accordance with applicable sections of the approved contract documents.
- Any plan, sketch, or attachment referenced In this change order is included herein.
- Work required by this change order is in accordance with applicable provisions of the NYS Uniform Fire Prevention and Building Code, State Education Department's building standards, and NYS Department of Labor's Code Rule 56.
- Work required by this change order was designed by an architect or engineer who is currently licensed by the State of New York.
- Work required by this change order that involves asbestos-containing building material (ACBM) was designed by an architect or engineer who is currently licensed by the State of New York and who is appropriately certified as an asbestos designer by the NYS Department of Labor at the time he/she designed the asbestos-related project.

CPL
Architectural / Engineering Firm Name

Feb-07-2026
Date

Stephanie Wisniewski
Signed by: Stephanie Wisniewski
Signature and printed name of the Architect or Engineer

DS JA

BBL Construction Services

Change Order #002

BBL Construction Services, LLC
302 Washington Ave Extension
Albany, New York 12203
Phone: (518) 452-8200

Project: 231088-05 - Onteora CSD: Classroom PH3B- Security Vestibule & Site Work
4166 Route 28
Boiceville, New York 12412

Change Order #002: TBI Allowance Reconciliation

CONTRACT COMPANY:	**Transitional Builders, Inc** 4920 Albany Post Road Staatsburg, New York 12580	**CONTRACT FOR:**	GC-2:#2 GC Base Bid
DATE CREATED:	3/ 04 /2026	**CREATED BY:**	Matt Harte **(BBL Construction Services, LLC)**
CONTRACT STATUS:	Approved	**CHANGE REASON:**	Allowance
SCHEDULE IMPACT:		**LOCATION**	
REFERENCE:		**REVIEW DATE:**	03/04 /2026
EXECUTED:	No	**TOTAL AMOUNT:**	($11,466.00)

DESCRIPTION:
CE #031 - TBI Allowance Reconciliation
This change order is to reconcile TBI's Contract for the unused Allowance.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

CCO #002

#	Sub Job	Cost Code	Description	Type	Amount
1	N/A	03-050 - BASIC CONCRETE MATERIALS AND M	TBI Allowance Reconciliation	SUBCONTRACT	($11,466.00)
				Subtotal:	($11,466.00)
				Grand Total:	(**$11,466.00**)

The original (Contract Sum)	$ 516,375.00
Net change by previously authorized Change Orders	$ 913.00
The contract sum prior to this Change Order was	$ 517,288.00
The contract sum will be decreased by this Change Order in the amount of	($11,466.00)
The new contract sum including this Change Order will be	$ 505,822.00
The contract time will not be changed by this Change Order.	
The Pending Change Orders sum remaining on this contract	$ 0.00
The Revised Contract sum is	$ 505,822.00

BBL Construction Services

Change Order #002

BBL Construction Services, LLC
302 Washington Ave Extension
Albany New York 12203

DocuSigned by:
Matt Harte
228CC1A3A14E434...
Mar-05-2026

SIGNATURE **DATE**

Matt Harte

PRINTED NAME

Transitional Builders, Inc
4920 Albany Post Road
Staatsburg New York 12580

Signed by:
Gabriel Morales
B55BE09451E34DF...
Mar-05-2026

SIGNATURE **DATE**

Gabriel Morales

PRINTED NAME

Clark Patterson Lee (Poughkeepsie)
26 IBM Road
Poughkeepsie New York 12601

Signed by:
Stephanie Wisniewski
1D92DE8452E64C2...
Mar-05-2026

SIGNATURE **DATE**

Stephanie Wisniewski

PRINTED NAME

Onteora Central School District
4166 State Route 28
Boiceville New York 12412

DocuSigned by:
Victoria McLaren
55F6FDA3EB28433...
Mar-06-2026

SIGNATURE **DATE**

Victoria McLaren

PRINTED NAME

Docusign Envelope ID: 81C8B6C8-D473-454B-8CFF-C16627019652

THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Office of Facilities Planning, 89 Washington Avenue, Room 1060 Education Building Annex, Albany, NY 12234
Tel. (518) 474-3906
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CHANGE ORDER CERTIFICATION

Must be attached to back of Change Order

Instructions: **This CERTIFICATION is required for all change orders submitted to SED**
Fill out all three parts completely.

Change Order Number:
CO-GC-002

Part One - General Information

Provide separate Change Orders for each Project Number

SED Project Number	6	2	1	2	0	1	0	6	0	0	0	1	0	3	5
	District BEDS Code								Building Identification Number				Project number		

District & Building Name	Onteora Central School District - Middle School / High School	
Type of Project	☑ Reconstruction /Alteration ☐ Addition & Alteration ☐ New Building ☐ Other	
Project Description	Phase 3B - Security Vestibule and Site Work	
Architect / Engineer firm	CPL (name)	26 IBM Road, Poughkeepsie, NY 12601 (address)
Contact Person	Stephanie Wisniewski, Senior Arch. Designer (name & title)	(845) 926 5610 SWisniewski@CPLteam.com (phone number & e-mail)
Construction Manager firm	BBL Construction Services, LLC (name)	302 Washington Avenue Extension, Albany, NY 12203 (address)
Contact Person	Matt Harte, Project Manager (name & title)	(518) 452-8200 mharte@bblinc.com (phone number & e-mail)
District Contact Person	Victoria McLaren, Superintendent (name & title)	(845) 657-6383 vmclaren@onteora.k12.ny.us (phone number & e-mail)

Part Two

Provide the following information for each individual item in the change order:
(Number each item if there is more than one and provide additional sheets as necessary.)

- **A. Requested By** (Who initiated the change request)
- **B. Relationship to Project Scope** (How is this change related to the original project scope)
- **C. Basis of Need** (Describe why the change is needed)
- **D. Description of Work** (Provide a detailed description of the work or services provided in the change order. Provide text, a drawing or both as necessary to demonstrate code compliance and the individual cost of each item.)

A. CM.
B. Directly related.
C. Needed to close out project.
D. Credit for unused allowance.

Docusign Envelope ID: 81C8B6C8-D473-454B-8CFF-C16627019652

CHANGE ORDER CERTIFICATION

Part Three

1 Change order requirements:

- ✔ The scope of the change order must relate to the project scope previously approved.
- ✔ Dollar amounts applied from allowances toward costs associated with the changes must be provided.
- ✔ If the cost of this change order is not within the approved amount as currently established on the SA-4, please provide a Form FP-FI, Request for Revision of Financial Information, with documentation showing the additional authorization of funds.
- ✔ Each change order shall be signed by the president of the board of education, the architect/engineer, and the contractor.

2 Certification of the Superintendent of Schools (District Superintendent if a BOCES project)

The following statements are true and correct to the best of my knowledge and belief:

- The revised total cost is within the authorized appropriation for this project.
- Where any work of this change order requires a type or kind of work that is not included in the original contract documents, the school district's attorney has been contacted to assure conformance with the Opinion of the State Comptroller No. 60-505.

Mar-06-2026
Date

Victoria McLaren
DocuSigned by: Victoria McLaren 98FDEB4E2E2433...
Signature and printed name of the School Superintendent or District Superintendent if a BOCES project

3 Certification of the Architect or Engineer

The following statements are true and correct to the best of my knowledge and belief:

- Work required by this change order is in accordance with applicable sections of the approved contract documents.
- Any plan, sketch, or attachment referenced In this change order is included herein.
- Work required by this change order is in accordance with applicable provisions of the NYS Uniform Fire Prevention and Building Code, State Education Department's building standards, and NYS Department of Labor's Code Rule 56.
- Work required by this change order was designed by an architect or engineer who is currently licensed by the State of New York.
- Work required by this change order that involves asbestos-containing building material (ACBM) was designed by an architect or engineer who is currently licensed by the State of New York and who is appropriately certified as an asbestos designer by the NYS Department of Labor at the time he/she designed the asbestos-related project.

CPL
Architectural / Engineering Firm Name

Mar-05-2026
Date

Stephanie Wisniewski
Signed by: Stephanie Wisniewski 1D92DE8452E64C2...
Signature and printed name of the Architect or Engineer

Donations Received for Board of Education Approval, March 17, 2026			
Donor:	***Amount:***	***Purpose:***	***Appropriation:***
Aubree Ferraro 2215 Sawkill Ruby Road Kingston, NY 12401	$100.00	Walter Ronald Bilyeo Memorial Award	CM2989.400-15
B. Simon 2305 Avalon Drive Randolph, MA 02368	$500.00	Harry Simon Memorial Award	CM2989.400-15
Matthew J. Ostoyich 142 Sila Drive Saugerties, NY 12477	$500.00	MJO Education Consultant Award	CM2989.400-15
Historical Society of the Town of Olive PO Box 205 Shokan, NY 12481	$300.00	Town of Olive Historical Award	CM2989.400-15
	$1,400.00		

March 6, 2026

Dear Mr. Richards,

Attached please find a list of books that have been weeded from the Library. These books are damaged, out dated or have not been circulated in the past.

Weeded books allow for more shelf space, a continually changing layout and in turn greater student engagement.

Thank you for supporting our Library!

Sincerely,
Melissa Johnson
Library Teacher

9/12/2025 - Copies Removed: 20

Call Number	Barcode	Price	Acquired	Removed By
582 MON	WUD6012733		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
580 BIN Field Guides (Plants and Trees)	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

7/29/2025 - Copies Removed: 1

The giver (Removed: 1)

Author: Lowry, Lois. ISBN: 0-395-64566-2 Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
Fic LOW	WUD7001110	$13.95	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction SERIES (neon green dot)	Poor Condition/Damage			Discard

Was Available -- Weeded -- Total Circulations: 0

7/24/2025 - Copies Removed: 1

Month-by-month phonics for third grade (Removed: 1)

Author: Cunningham, Patricia Marr. ISBN: 1-60418-069-2 Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
372.46 CUN	WUD7204451	$16.99	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Other			

Was Available -- Weeded -- Total Circulations: 0

6/25/2025 - Copies Removed: 1

Shojo fashion manga art school : how to draw cool looks and characters (Removed: 1)

Author: Flores, Irene. ISBN: 978-1-60061-180-3 (pbk.) Published: 2009

Call Number	Barcode	Price	Acquired	Removed By
741.5 FLO	WUD4000112		10/24/2023	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
741.5 BIN How to Draw PEOPLE/GENERAL	Other		6/25/2025	

Was Available -- Deleted -- Total Circulations: 26

6/24/2025 - Copies Removed: 3

Cricket songs : Japanese haiku (Removed: 1)

Author: Behn, Harry. LCCN: 64-11489 Published: 1964

Call Number	Barcode	Price	Acquired	Removed By
895 BEH	PH0002632		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL811 Upper Level POETRY shelf /neon green dot	Other			

9/12/2025 - Copies Removed: 20

Call Number	Barcode	Price	Acquired	Removed By
520 PAS	WUD6015293	$10.00	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
500 BIN Field Guides (Astronomy and Weather)	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Rocks and Fossils. (Removed: 1)

Author: Busbey, Arthur B. III.

Call Number	Barcode	Price	Acquired	Removed By
550 BUS	WUD6001289		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
500 BIN Field Guides (Rock/Min, Dinos, Fossils)	Outdated		4/17/2024	Discard

Was Available -- Weeded -- Total Circulations: 6

Seashores. (Removed: 1)

Author: Zim, H.

Call Number	Barcode	Price	Acquired	Removed By
574.92 ZIM	WUD6012830		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
570s BIN Field Guides (Seashells)	Outdated		2/29/2024	Discard

Was Available -- Weeded -- Total Circulations: 5

The shell book : the complete guide to collecting and identifying with a s (Removed: 1)

Author: Romashko, Sandra. ISBN: 0-684-13838-7 Published: 1976

Call Number	Barcode	Price	Acquired	Removed By
Pbk 594 Rom	WUD7100417		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
570s BIN Field Guides (Seashells)	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Shells are where you find them (Removed: 1)

Author: Clemons, Elizabeth. LCCN: 60-5515 Published: 1960

Call Number	Barcode	Price	Acquired	Removed By
594 Cle	WUD7005209		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
570s BIN Field Guides (Seashells)	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Trees Of The Northern U.S. & Canada. (Removed: 1)

Author: Montgomery, F.H.

9/12/2025 - Copies Removed: 20

Call Number	Barcode	Price	Acquired	Removed By
508.73 NAT	WUD7005273		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
599 BIN Field Guides (Mammals and Gen Animals)	Outdated		5/8/2023	Discard

Was Available -- Weeded -- Total Circulations: 7

Peterson first guide to clouds and weather (Removed: 1)

Author: Day, John A. ISBN: 0-395-56268-6 Published: 1991

Call Number	Barcode	Price	Acquired	Removed By
551.57 DAY	WUD6015294	$10.00	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
500 BIN Field Guides (Astronomy and Weather)	Outdated		11/10/2021	Discard

Was Available -- Weeded -- Total Circulations: 1

Peterson first guide to mammals of North America (Removed: 1)

Author: Alden, Peter. ISBN: 0-395-42767-3 Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
599.097 ALD	WUD6015290	$10.00	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
599 BIN Field Guides (Mammals and Gen Animals)	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Peterson first guide to seashores (Removed: 1)

Author: Kricher, John C. ISBN: 0-395-61901-7 Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
574.909 KRI	WUD6015298	$10.00	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
570s BIN Field Guides (Seashells)	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Peterson first guide to shells of North America (Removed: 1)

Author: Douglass, Jackie Leatherbury. ISBN: 0-395-48297-6 Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
594 DOU	WUD6015292	$10.00	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
570s BIN Field Guides (Seashells)	Outdated		4/6/2022	Discard

Was Available -- Weeded -- Total Circulations: 1

Peterson first guide to the solar system (Removed: 1)

Author: Pasachoff, Jay M. ISBN: 0-395-52451-2 Published: 1990

Library Weeding Log

Woodstock Elementary School

9/12/2025 - Copies Removed: 20

Handbook of the Renaissance : Europe, 1400-1600 (Removed: 1)

Author: McRae, Lee. ISBN: 0-9626075-3-3 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
Pbk 940.2 MCR	WUD7008589	$11.96	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

House plant identifier (Removed: 1)

Author: Bechtel, Helmut. ISBN: 0-8069-3056-X Published: 1973

Call Number	Barcode	Price	Acquired	Removed By
REF 582.13 BEC	PH0007348		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
580 BIN Field Guides (Plants and Trees)	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

How To Know Wild Fruits : A Guide to Plants When Not in Flower By Means of (Removed: 1)

Author: Peterson, Maude Gridley. Published: 1973

Call Number	Barcode	Price	Acquired	Removed By
PBK 582 PET	WUD7202643		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
580 BIN Field Guides (Plants and Trees)	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Insects. (Removed: 1)

Author: Zahradnik, Dr. Jiri.

Call Number	Barcode	Price	Acquired	Removed By
595.7 ZAH	WUD6012433		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
590 BIN Field Guides(Insects and	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

The little animal encyclopedia (Removed: 1)

Author: Farndon, John. ISBN: 0-7534-5422-X Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
591.21 FAR	WUD7205132		4/12/2023	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
599 BIN Field Guides (Mammals and Gen Animals)	Outdated		5/1/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

Nature in America. (Removed: 1)

Author: Scheffel, Richard L., editor. Published: 1991

10/1/2025 - Copies Removed: 68

Call Number	Barcode	Price	Acquired	Removed By
811 FRO	PH0002525		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

9/12/2025 - Copies Removed: 20

The Audubon Society Field Guide to North American Mammals. (Removed: 1)

Author: Whitaker, John O. Jr. Published: 1980

Call Number	Barcode	Price	Acquired	Removed By
REF 599 WHI	WUD7201488		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
599 BIN Field Guides (Mammals and Gen Animals)	Outdated		12/12/2023	Discard

Was Available -- Weeded -- Total Circulations: 2

The Audubon Society field guide to North American rocks and minerals (Removed: 1)

Author: Chesterman, Charles Wesley, 1913- ISBN: 0-394-50269-8 Published: 1978

Call Number	Barcode	Price	Acquired	Removed By
552 Che	WUD7004692		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
500 BIN Field Guides (Rock/Min, Dinos, Fossils)	Outdated		9/20/2023	Discard

Was Available -- Weeded -- Total Circulations: 2

Common weeds of the United States (Removed: 1)

Author: United States. Agricultural Research Service. ISBN: 0-486-20504-5 Published: 1971

Call Number	Barcode	Price	Acquired	Removed By
582 Uni	WUD7200397		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
580 BIN Field Guides (Plants and Trees)	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Field Guide to North.American Butterflies. (Removed: 1)

Author: Pyle, Robert Michael.

Call Number	Barcode	Price	Acquired	Removed By
REF 595 PYL	WUD7201490		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
590 BIN Field Guides(Insects and	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Library Weeding Log

10/1/2025 - Copies Removed: 68

The Titanic, lost-- and found (Removed: 1)
Author: Donnelly, Judy. ISBN: 0-394-98669-5 (lib. bdg.) Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
910 DON	PH0005654	$5.99	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Poor Condition/Damage		4/30/2025	

Was Available -- Weeded -- Total Circulations: 4

Tom Tiddler's Ground : a Book of Poetry For Children (Removed: 1)
Author: De La Mare, Walter. Published: 1961

Call Number	Barcode	Price	Acquired	Removed By
821.08 DEL	WUD7200883		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Track (Removed: 1)
Author: Ward, Tony. ISBN: 1-57572-038-8 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
796.4 War	WUD7002273	$0.00	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

The Two Old Bachelors (Removed: 1)
Author: Lear, Edward. Published: 1962

Call Number	Barcode	Price	Acquired	Removed By
821 LEA	WUD7201348		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Wind Song (Removed: 1)
Author: Sandburg, Carl. Published: 1960

Call Number	Barcode	Price	Acquired	Removed By
811 SAN	WUD7200880		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

You come too : favorite poems for young readers (Removed: 1)
Author: Frost, Robert, 1874-1963. ISBN: 0-03-089530-8 Published: 1959

10/1/2025 - Copies Removed: 68

Call Number	Barcode	Price	Acquired	Removed By
811 Coa	WUD7004683		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Sports Cards : Collecting, Trading and Playing (Removed: 1)

Author: McLoone, Margo & Alice Siegel. Published: 1979

Call Number	Barcode	Price	Acquired	Removed By
769.4 MCL	WUD7201222		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Stories from Shakespeare (Removed: 1)

Author: Chute, Marchette Gaylord, 1909-. ISBN: 0-529-05533-3 Published: 1979

Call Number	Barcode	Price	Acquired	Removed By
822.3 Chu	WUD7004716		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Stories of our American patriotic songs (Removed: 1)

Author: Lyons, John Henry. Published: 1958

Call Number	Barcode	Price	Acquired	Removed By
784.7 LYO	PH0002202		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Tae kwon do (Removed: 1)

Author: Craven, Jerry. ISBN: 0-86593-367-7 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
796.8 CRA	WUD6021522	$21.27	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

A Taste of Chaucer : Selections from the Canterbury Tales (Removed: 1)

Author: Chaucer, Geoffrey. Published: 1964

Call Number	Barcode	Price	Acquired	Removed By
821 CHA	WUD7201354		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

10/1/2025 - Copies Removed: 68

Was Available -- Weeded -- Total Circulations: 0

The Scroobious Pip (Removed: 1)

Author: Lear, Edward. Published: 1968

Call Number	Barcode	Price	Acquired	Removed By
821 LEA	WUD7200946		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

See my lovely poison ivy : and other verses about witches, ghosts, and thi (Removed: 1)

Author: Moore, Lilian. ISBN: 0-689-30468-4 Published: 1975

Call Number	Barcode	Price	Acquired	Removed By
811.5 Moo	WUD7002907		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Seeds of Time : Selections From Shakespeare /. (Removed: 1)

Author: Grohskopf, Bernice. Published: 1963

Call Number	Barcode	Price	Acquired	Removed By
822.3 GRO	WUD7005335		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Simple Sewing. (Removed: 1)

Author: Beede, Gretchen.

Call Number	Barcode	Price	Acquired	Removed By
767 BEE	WUD6004131		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Songs of hill and mountain folk : ballads, historical songs, folk songs, a (Removed: 1)

Author: Glass, Paul, LCCN: 67-14760 M/AC/r872 Published: 1967

Call Number	Barcode	Price	Acquired	Removed By
784.4 GLA	PH0002190		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

The sparrow bush : rhymes (Removed: 1)

Author: Coatsworth, Elizabeth Jane, 1893-. LCCN: 66-10787 Published: 1966

10/1/2025 - Copies Removed: 68

green dot

Was Available -- Weeded -- Total Circulations: 0

A poison tree and other poems (Removed: 1)

Author: [selected] and illustrated by Mercer Mayer. ISBN: 0-684-14904-4 Published: 1977

Call Number	Barcode	Price	Acquired	Removed By
808.81 POI	WUD7200279		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Really Rosie. (Removed: 1)

Author: Sendak, Maurice.

Call Number	Barcode	Price	Acquired	Removed By
812 SEN	WUD6002512		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Reflections on a gift of watermelon pickle : and other modern verse (Removed: 1)

Author: Dunning, Stephen, LCCN: 67-29527 Published: 1967

Call Number	Barcode	Price	Acquired	Removed By
811.08 Dun	WUD7005083		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

The Rime of the Ancient Mariner (Removed: 1)

Author: Coleridge, Samuel Taylor. Published: 1969

Call Number	Barcode	Price	Acquired	Removed By
821 COL	WUD7200845		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

The Road Not Taken. (Removed: 1)

Author: Frost, Robert.

Call Number	Barcode	Price	Acquired	Removed By
811 FRO	WUD6011964		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

10/1/2025 - Copies Removed: 68

POETRY shelf /neon green dot

Was Available -- Weeded -- Total Circulations: 0

Poems (Removed: 1)

Author: Keats, John, 1795-1821. LCCN: 64-22174 Published: 1964

Call Number	Barcode	Price	Acquired	Removed By
821 KEA	PH0002590		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Poems (Removed: 1)

Author: Shakespeare, William, 1564-1616. LCCN: 66-14937 Published: 1966

Call Number	Barcode	Price	Acquired	Removed By
822.33 SHA	PH0002621		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Poems (Removed: 1)

Author: Wordsworth, William, 1770-1850. LCCN: 64-12112 Published: 1964

Call Number	Barcode	Price	Acquired	Removed By
811 WOR	PH0002561	$2.95	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Poems Of Edgar Allan Poe. (Removed: 1)

Author: Poe, Edgar Allan.

Call Number	Barcode	Price	Acquired	Removed By
811 POE	WUD6012013		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Poems of Edgar Allan Poe (Removed: 1)

Author: Poe, Edgar Allan, 1809-1849. LCCN: 65-21417 Published: 1965

Call Number	Barcode	Price	Acquired	Removed By
811 POE	PH0002544		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon	Infrequent Circulation			

10/1/2025 - Copies Removed: 68

The moment of wonder : a collection of Chinese and Japanese poetry (Removed: 1)

Author: Lewis, Richard, 1935- , LCCN: 63-16427 Published: 1964

Call Number	Barcode	Price	Acquired	Removed By
895 LEW	PH0002633		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Natural Basketry. (Removed: 1)

Author: Hart, Carol and Dan. Published: 1976

Call Number	Barcode	Price	Acquired	Removed By
PBK 746.4 HAR	WUD7200906		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Ninja (Removed: 1)

Author: Craven, Jerry. ISBN: 0-86593-365-0 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
796.8 CRA	WUD6021492	$21.27	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

The Pobble Who Has No Toes (Removed: 1)

Author: Lear, Edward. Published: 1977

Call Number	Barcode	Price	Acquired	Removed By
821.8 LEA	WUD7200857		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Poor Condition/Damage			

Was Available -- Weeded -- Total Circulations: 0

Poems (Removed: 1)

Author: Crane, Stephen, 1871-1900. LCCN: 64-12110 Published: 1964

Call Number	Barcode	Price	Acquired	Removed By
811 CRA	PH0002515		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Poems (Removed: 1)

Author: Emerson, Ralph Waldo, 1803-1882. LCCN: 65-23774 Published: 1965

Call Number	Barcode	Price	Acquired	Removed By
811.3 EME	PH0002567		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level	Infrequent Circulation			

10/1/2025 - Copies Removed: 68

Judo (Removed: 1)

Author: Casey, Kevin K., 1967- ISBN: 0-86593-369-3 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
796.8 CAS	WUD6021461	$23.27	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Karate (Removed: 1)

Author: Casey, Kevin K., 1967- ISBN: 0-86593-366-9 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
796.8 CAS	WUD6021462	$21.27	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Knots, Useful and Ornamental. (Removed: 1)

Author: Shaw, George Russell.

Call Number	Barcode	Price	Acquired	Removed By
746.43 SHA	WUD7200640		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Kung fu (Removed: 1)

Author: Casey, Kevin K., 1967- ISBN: 0-86593-368-5 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
796.8 CAS	WUD6021467	$21.27	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

The Laura Ingalls Wilder Songbook. (Removed: 1)

Author: Garson, Eugenia.

Call Number	Barcode	Price	Acquired	Removed By
784 GAR	WUD6012120		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation		12/15/2021	

Was Available -- Weeded -- Total Circulations: 1

Lettering : A Guide For Teachers. (Removed: 1)

Author: Cataldo, John W. Published: 1958

Call Number	Barcode	Price	Acquired	Removed By
745.6 CAT	WUD7200898		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

10/1/2025 - Copies Removed: 68

Hand in Hand We'll Go : Ten Poems By Robert Burns (Removed: 1)

Author: Burns, Robert. Published: 1965

Call Number	Barcode	Price	Acquired	Removed By
821 BUR	WUD7200853		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

He who saw everything : the epic of Gilgamesh (Removed: 1)

Author: retold by Anita Feagles. With an afterword about the origins of the epic by Cyrus H. Gordon. Illustrated with sculptures by Xavier Gonzlez. LCCN: 66-11409 Published: 1966

Call Number	Barcode	Price	Acquired	Removed By
892 Fea	WUD7101274		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

The Headless Horseman rides tonight : more poems to trouble your sleep (Removed: 1)

Author: Prelutsky, Jack. ISBN: 0-688-84273-9 (lib. bdg.) Published: 1980

Call Number	Barcode	Price	Acquired	Removed By
811 PRE	WUD6000428	$7.63	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Hi! ho! The rattlin' bog : and other folk songs for group singing (Removed: 1)

Author: Langstaff, John M. LCCN: 75-76616 Published: 1969

Call Number	Barcode	Price	Acquired	Removed By
784.4 LAN	PH0002192		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

It doesn't always have to rhyme (Removed: 1)

Author: Merriam, Eve, 1916-. LCCN: 64-11893 Published: 1964

Call Number	Barcode	Price	Acquired	Removed By
811 Mer	WUD7101279		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

10/1/2025 - Copies Removed: 68

Field (Removed: 1)

Author: Ward, Tony. ISBN: 1-57572-038-8 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
796.4 War	WUD7002278	$0.00	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

The Fireside book of favorite American songs (Removed: 1)

Author: Boni, Margaret Bradford, 1893- , Published: 1952

Call Number	Barcode	Price	Acquired	Removed By
784.49 BON	PH0002196		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Flower Pressing. (Removed: 1)

Author: Eaton, Marge.

Call Number	Barcode	Price	Acquired	Removed By
745.92 EAT	WUD6004133		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Folk song : U.S.A. (Removed: 1)

Author: Lomax, John Avery. Published: 1948

Call Number	Barcode	Price	Acquired	Removed By
784 LOM	PH0002185		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Four Corners of the Sky : Poems, Chants and Oratory (Removed: 1)

Author: Clymer, Theodore. Published: 1975

Call Number	Barcode	Price	Acquired	Removed By
897 CLY	WUD7005329		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Haiku: the mood of earth. (Removed: 1)

Author: Atwood, Ann. ISBN: 0-684-12494-7 Published: 1971

Call Number	Barcode	Price	Acquired	Removed By
895.6 Atw	WUD7100331		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage			

Was Available -- Weeded -- Total Circulations: 0

10/1/2025 - Copies Removed: 68

POETRY shelf /neon green dot

Was Available -- Weeded -- Total Circulations: 0

Clocks tell the time (Removed: 1)

Author: Reck, Alma Kehoe. LCCN: 60-6702 Published: 1960

Call Number	Barcode	Price	Acquired	Removed By
909.83 Rec	WUD7200264		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

The collected poems of Sterling A. Brown (Removed: 1)

Author: Brown, Sterling Allen, 1901-. ISBN: 0-06-010517-8 Published: 1980

Call Number	Barcode	Price	Acquired	Removed By
811 Bro	WUD7100616		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

The Dream Keepera : and other poems (Removed: 1)

Author: Langston Hughes. ISBN: 0-590-62396-6 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
811 HUG	WUD4000502		6/24/2025	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Familiar quotations : a collection of passages, phrases, and proverbs trac (Removed: 1)

Author: Bartlett, John, 1820-1905, ISBN: 0-316-08275-9 Published: 1980

Call Number	Barcode	Price	Acquired	Removed By
808.88/2 BAR	PH0007470		2/14/2025	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

A Few Flies And I. (Removed: 1)

Author: Kobayashi, Issa.

Call Number	Barcode	Price	Acquired	Removed By
895.6 KOB	WUD6011901		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Library Weeding Log

Woodstock Elementary School

10/1/2025 - Copies Removed: 68

Call Number	Barcode	Price	Acquired	Removed By
796.44 JEN	WUD7008648	$16.95	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Bells and Grass (Removed: 1)

Author: De La Mare, Walter. Published: 1965

Call Number	Barcode	Price	Acquired	Removed By
821 DEL	WUD7200916		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

The Boys' Book of Survival : How To Survive Anything, Anywhere (Removed: 1)

Author: Campbell, Guy. Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
796.54 CAM	WUD7204207	$10.00	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Carver, a life in poems (Removed: 1)

Author: Nelson, Marilyn, 1946-. ISBN: 1-886910-53-7 Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
811 NEL	WUD6022225	$20.10	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Cavalcade of Poems. (Removed: 1)

Author: Bennett, Paul. Published: 1968

Call Number	Barcode	Price	Acquired	Removed By
pbk 811 Ben	WUD7101343		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

The Children's Own Longfellow. (Removed: 1)

Author: Longfellow, Henry W.

Call Number	Barcode	Price	Acquired	Removed By
811 LON	WUD7200646		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL811 Upper Level	Infrequent Circulation			

10/1/2025 - Copies Removed: 68

All the small poems and fourteen more (Removed: 1)

Author: Worth, Valerie. ISBN: 0-374-40345-7 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
811 Wor	WUD7204805	$12.44	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL811 Upper Level POETRY shelf /neon green dot	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Alphabet Art : Thirteen ABCs From Around the World (Removed: 1)

Author: Fisher, Leonard Everett. Published: 1978

Call Number	Barcode	Price	Acquired	Removed By
745.6 FIS	WUD7200899		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

American folk songs for children in home, school and nursery school : a bo (Removed: 1)

Author: Seeger, Ruth Porter (Crawford), 1901-1953. ISBN: 0-385-15788-6 Published: 1948

Call Number	Barcode	Price	Acquired	Removed By
784.4 SEE	PH0002195		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

American folk songs for Christmas (Removed: 1)

Author: Seeger, Ruth Porter (Crawford), 1901-1953. LCCN: 53-9986 Published: 1953

Call Number	Barcode	Price	Acquired	Removed By
783.6 SEE	PH0002182		9/10/2024	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

The American Songbag. (Removed: 1)

Author: Sandburg, Carl. Published: 1927

Call Number	Barcode	Price	Acquired	Removed By
784.4 SAN	WUD7005336		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		12/15/2021	

Was Available -- Weeded -- Total Circulations: 2

Beginning gymnastics (Removed: 1)

Author: Jensen, Julie, 1957-. ISBN: 0-8225-3503-3 Published: 1995

11/6/2025 - Copies Removed: 1

Mystery of Flying Orange Pumpkin. (Removed: 1)

Author: Kellogg, Steven.

Call Number	Barcode	Price	Acquired	Removed By
E KEL	WUD6003341		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Holiday Book Shelf	Poor Condition/Damage		10/6/2025	Discard

Was Available -- Weeded -- Total Circulations: 2

11/4/2025 - Copies Removed: 1

Minecraft essential handbook (Removed: 1)

Author: Milton, Stephanie. ISBN: 0-545-66993-6 Published: 2013

Call Number	Barcode	Price	Acquired	Removed By
793.93 MIL	T 310027		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction Minecraft (neon green dot)	Poor Condition/Damage		9/16/2025	Discard

Was Available -- Weeded -- Total Circulations: 20

10/14/2025 - Copies Removed: 1

Fee, fi, fo, fum : friendly and funny giants. (Removed: 1)

Author: Stoutenburg, Adrien. ISBN: 0-670-31127-8 Published: 1969

Call Number	Barcode	Price	Acquired	Removed By
398 Sto	WUD7004438		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

10/1/2025 - Copies Removed: 68

The 50 States. (Removed: 1)

Author: Parker, Bertha Morris. LCCN: 65-15720 Published: 1965

Call Number	Barcode	Price	Acquired	Removed By
917.3 Par	WUD7004432		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

Aikido (Removed: 1)

Author: Craven, Jerry. ISBN: 0-86593-364-2 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
796.8 CRA	WUD6021366	$21.27	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			

Was Available -- Weeded -- Total Circulations: 0

11/25/2025 - Copies Removed: 13

My First Dicitonary (Removed: 1)

Author: Miller, Susan, Ed. D. Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
423 MIL	WUD7203767	$12.00	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			

Was Available -- Weeded -- Total Circulations: 0

The New Color-Picture Dictionary For Children. (Removed: 1)

Author: Bennett, Archie.

Call Number	Barcode	Price	Acquired	Removed By
423.1 BEN	WUD6004042		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			

Was Available -- Weeded -- Total Circulations: 0

Roget's international thesaurus (Removed: 1)

Author: edited by Barbara Ann Kipfer ; Robert L. Chapman, consulting editor. ISBN: 0-06-273693-0 Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
REF 423 Rog	WUD7202782	$18.49	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			

Was Available -- Weeded -- Total Circulations: 0

Scholastic children's dictionary. (Removed: 1)

ISBN: 0-439-36563-5 Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
REF 423 SCH	WUD7200664		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		1/13/2025	

Was Available -- Weeded -- Total Circulations: 2

Scholastic children's thesaurus (Removed: 1)

Author: Bollard, John K. ISBN: 0-590-96785-1 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
Ref 423.1 Bol	WUD7002720		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			

Was Available -- Weeded -- Total Circulations: 0

Webster's New Explorer Student Dictionary. (Removed: 1)

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
REF 423 WEB	WUD7204085		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		6/23/2025	

Was Available -- Weeded -- Total Circulations: 2

11/25/2025 - Copies Removed: 13

The American heritage first dictionary (Removed: 1)

Author: by the editors of the American Heritage Dictionaries. ISBN: 0-395-67289-9 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
423 AME	WUD6060010	$13.95	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated			

Was Available -- Weeded -- Total Circulations: 0

Dorling Kindersley ultimate visual dictionary. (Removed: 1)

ISBN: 1-56458-648-0 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
423 DOR	WUD6020207	$43.45	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated		2/13/2025	

Was Available -- Weeded -- Total Circulations: 1

Egyptian Language. (Removed: 1)

Author: Budge, E. A. Wallis.

Call Number	Barcode	Price	Acquired	Removed By
REF 411 BUD	WUD6003192		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated		2/23/2022	

Was Available -- Weeded -- Total Circulations: 2

The Kingfisher Illustrated Children's Dictionary. (Removed: 1)

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
REF 423 KIN	WUD7201284		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated			

Was Available -- Weeded -- Total Circulations: 0

Macmillan dictionary for children (Removed: 1)

Author: Judith S. Levey, editor in chief. ISBN: 0-02-761561-8 Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
REF 423 MAC	WUD6060209	$14.95	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated			

Was Available -- Weeded -- Total Circulations: 0

Merriam-Webster's intermediate thesaurus. (Removed: 1)

ISBN: 0-87779-076-0 Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
REF 423 Mer	WUD7201156	$15.99	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated		10/16/2023	

Was Available -- Weeded -- Total Circulations: 1

1/14/2026 - Copies Removed: 144

Call Number	Barcode	Price	Acquired	Removed By
398.21 San	WUD7001443	$15.65	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN Princess Tales green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Young Merlin (Removed: 1)

Author: San Souci, Robert. ISBN: 0-385-24800-8 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
398.2 San	WUD7001424	$14.25	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN Heroes and Knights green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/8/2026 - Copies Removed: 1

Author's day (Removed: 1)

Author: Pinkwater, Daniel Manus, 1941-. ISBN: 0-02-774642-9 Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
E PIN	WUD6000788		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange Dot Display shelf/top of orange dot graphic	Infrequent Circulation		11/10/2025	Discard

Was Available -- Weeded -- Total Circulations: 2

12/3/2025 - Copies Removed: 1

El lapicero malefico (Removed: 1)

Author: Reynolds, Aaron, 1970- ISBN: 978-8-49145617-9 Published: 2023

Call Number	Barcode	Price	Acquired	Removed By
FIC REY	WUD4000525		12/3/2025	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Johnson	Other			

Was Available -- Weeded -- Total Circulations: 0

11/25/2025 - Copies Removed: 13

The American Heritage Dictionary of the English Language (Removed: 1)

Author: ill. in Full Color. Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
REF 423 AME	WUD7202224	$60.00	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated			

Was Available -- Weeded -- Total Circulations: 0

1/14/2026 - Copies Removed: 144

tales green dot

Was Available -- Weeded -- Total Circulations: 0

Why the sun was late (Removed: 1)

Author: Elkin, Benjamin. LCCN: 66-7537 Published: 1966

Call Number	Barcode	Price	Acquired	Removed By
398.2 Elk	WUD7100618		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
398 BIN African Folk tales green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Winter hut (Removed: 1)

Author: Jameson, Cynthia. ISBN: 0-698-20247-3 Published: 1973

Call Number	Barcode	Price	Acquired	Removed By
398.2 Jam	WUD7100735		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Winter-telling stories (Removed: 1)

Author: Marriott, Alice Lee, 1910-, LCCN: 73-78264 Published: 1969

Call Number	Barcode	Price	Acquired	Removed By
398.2 Mar	WUD7200166		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The world of festivals (Removed: 1)

Author: Steele, Philip, 1948-. ISBN: 0-528-83758-3 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
394.2 STE	WUD6021598	$18.60	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

You Dance Like An Ostrich. (Removed: 1)

Author: Tester, Sylvia Root.

Call Number	Barcode	Price	Acquired	Removed By
428 TES	WUD6012977		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/18/2022	Discard

Was Available -- Weeded -- Total Circulations: 2

Young Guinevere (Removed: 1)

Author: San Souci, Robert D. ISBN: 0-385-41623-7 Published: 1993

1/14/2026 - Copies Removed: 144

The Two Stonecutters. (Removed: 1)

Author: Titus, Eve.

Call Number	Barcode	Price	Acquired	Removed By
398.2 TIT	WUD6013007		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation		4/14/2021	Discard

Was Available -- Weeded -- Total Circulations: 1

Village of Round and Square Houses. (Removed: 1)

Author: Grifalconi, Ann.

Call Number	Barcode	Price	Acquired	Removed By
398.2 GRI	WUD6003465		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN African Folk tales green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

What People Wore. (Removed: 1)

Author: Gorsline, Douglas.

Call Number	Barcode	Price	Acquired	Removed By
REF 391 GOR	WUD6003147		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Wheels: A Pictorial History. (Removed: 1)

Author: Tunis, Edwin.

Call Number	Barcode	Price	Acquired	Removed By
388.3 TUN	WUD6013807		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Where the buffaloes begin (Removed: 1)

Author: Baker, Olaf. ISBN: 0-7232-6195-4 Published: 1981

Call Number	Barcode	Price	Acquired	Removed By
398.2 BAK	WUD7100256		3/28/2023	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN Indigenous Tales green dot (2 bins)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Why the Sun and the Moon Live in the Sky. (Removed: 1)

Author: Dayrell, Elphinstone.

Call Number	Barcode	Price	Acquired	Removed By
398.2 DAY	WUD6004098		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN African Folk	Infrequent Circulation			Discard

1/14/2026 - Copies Removed: 144

Call Number	Barcode	Price	Acquired	Removed By
398.2 Pen	WUD7200167		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation		8/31/2020	Discard

Was Available -- Weeded -- Total Circulations: 1

Thor and the Giants : An Old Norse Legend Retold (Removed: 1)

Author: Feagles, Anita. LCCN: 68-27024 Published: 1968

Call Number	Barcode	Price	Acquired	Removed By
293 Fea	WUD7001780	$4.35	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

A Thousand and One Buddhas (Removed: 1)

Author: Floethe, Louise Lee. LCCN: 67-19886 Published: 1967

Call Number	Barcode	Price	Acquired	Removed By
294.3 Flo	WUD7001784	$4.18	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Three gay tales from Grimm; (Removed: 1)

Author: Grimm, Jacob, 1785-1863 LCCN: 43-51302 Published: 1943

Call Number	Barcode	Price	Acquired	Removed By
398.2 GRI	WUD7100685		3/28/2023	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Turkey Brother, and other tales : Iroquois folk stories (Removed: 1)

Author: Bruchac, Joseph, 1942- ISBN: 0-912278-68-4 Published: 1975

Call Number	Barcode	Price	Acquired	Removed By
398.2 BRU	WUD7100611		10/28/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
398 BIN Indigenous Tales green dot (2 bins)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Turnabout (Removed: 1)

Author: Wiesner, William. ISBN: 0-8164-3083-7 Published: 1972

Call Number	Barcode	Price	Acquired	Removed By
398.2 Wie	WUD7200151		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/14/2026 - Copies Removed: 144

Such is the way of the world (Removed: 1)

Author: Elkin, Benjamin. LCCN: 68-11662 Published: 1968

Call Number	Barcode	Price	Acquired	Removed By
398.2 Elk	WUD7100619		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN African Folk tales green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The sultan's fool : and other North African tales (Removed: 1)

Author: Gilstrap, Robert. LCCN: 58-13065 Published: 1958

Call Number	Barcode	Price	Acquired	Removed By
398.2 Gil	WUD7100695		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The sycamore tree and other African tales (Removed: 1)

Author: Lee, Po. ISBN: 0-385-00561-X Published: 1974

Call Number	Barcode	Price	Acquired	Removed By
398.2 PO	WUD7200172		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Tailypo! (Removed: 1)

Author: Wahl, Jan. ISBN: 0-8050-0687-7 (acid-free paper) Published: 1991

Call Number	Barcode	Price	Acquired	Removed By
398.21 WAH	WUD6003479		3/28/2023	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Tales From Silver Lands. (Removed: 1)

Author: Finger, Charles. Published: 1924

Call Number	Barcode	Price	Acquired	Removed By
398.2 Fin	WUD7003048		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Tales of the Cheyennes (Removed: 1)

Author: Penney, Grace Jackson. LCCN: 52-13136 Published: 1953

1/14/2026 - Copies Removed: 144

The star husband (Removed: 1)

Author: Mobley, Jane. ISBN: 0-385-14282-X Published: 1979

Call Number	Barcode	Price	Acquired	Removed By
398.2 Mob	WUD7100040		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
398 BIN Indigenous Tales green dot (2 bins)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Stories from Alaska (Removed: 1)

Author: Dolch, Edward W. (Edward William), 1889-1961. LCCN: 61-9733 Published: 1961

Call Number	Barcode	Price	Acquired	Removed By
398.2 Dol	WUD7100622		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The story of Siegfried (Removed: 1)

Author: Baldwin, James, 1841-1925. LCCN: 31-28113 Published: 1931

Call Number	Barcode	Price	Acquired	Removed By
398.2 Bal	WUD7100544		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Story of the Boy Scouts (Removed: 1)

Author: Blassingame, Wyatt. LCCN: 68-13593 Published: 1968

Call Number	Barcode	Price	Acquired	Removed By
369.43 Bla	WUD7002053	$4.69	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Strange customs of the world (Removed: 1)

Author: Bracken, Thomas. ISBN: 0-7910-4679-6 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
390 BRA	WUD6020879	$16.60	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/14/2026 - Copies Removed: 144

Was Available -- Weeded -- Total Circulations: 0

The Shoemaker and the elves, (Removed: 1)

Author: by the brothers Grimm. Illustrated by Adrienne Adams. [Translation by Wayne Andrews] LCCN: 60-12607 Published: 1960

Call Number	Barcode	Price	Acquired	Removed By
398.2 GRI	WUD6002586		3/28/2023	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN "Old Friends" green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Sinbad the Seaman : The Ebony Horse. (Removed: 1)

Author: Arabian Nights.

Call Number	Barcode	Price	Acquired	Removed By
398.2 ARA	WUD6013937		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The sky-god stories (Removed: 1)

Author: Aardema, Verna. LCCN: 60-12475 Published: 1960

Call Number	Barcode	Price	Acquired	Removed By
398.2 AAR	PH0000343		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN African Folk tales green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The sleeping beauty (Removed: 1)

Author: Hyman, Trina Schart. ISBN: 0-316-38702-9 Published: 1977

Call Number	Barcode	Price	Acquired	Removed By
398.2 Hym	WUD7004823		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN Princess Tales green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Snow-White and the seven dwarfs (Removed: 1)

Author: A tale from the Brothers Grimm translated by Randall Jarrell. Pictures by Nancy Ekholm Burkert. ISBN: 0-374-37099-0 Published: 1972

Call Number	Barcode	Price	Acquired	Removed By
398.2 Gri	WUD7100692		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN Princess Tales green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/14/2026 - Copies Removed: 144

Recycling (Removed: 1)

Author: Chandler, Gary. ISBN: 0-8050-4622-4 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
363.72 CHA	WUD6021129	$27.70	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The rich man and the shoe-maker : a fable (Removed: 1)

Author: La Fontaine, Jean de, 1621-1695. LCCN: 65-20551 Published: 1965

Call Number	Barcode	Price	Acquired	Removed By
398.2 LaF	WUD7200118		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The ring in the prairie : a Shawnee legend (Removed: 1)

Author: Bierhorst, John. LCCN: 70-85546 Published: 1970

Call Number	Barcode	Price	Acquired	Removed By
398.2 Bie	WUD7100537		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
398 BIN Indigenous Tales green dot (2 bins)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The rooster crows : a book of American rhymes and jingles (Removed: 1)

Author: Petersham, Maud Fuller, 1890-1971. ISBN: 0-689-71153-0 (pbk.) Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
398.8 PET	WUD6004201		10/28/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Rum Pum Pum. (Removed: 1)

Author: Duff, Maggie.

Call Number	Barcode	Price	Acquired	Removed By
398.2 Duf	WUD7100591		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Rumpelstiltskin. (Removed: 1)

Author: Grimm, Brothers.

Call Number	Barcode	Price	Acquired	Removed By
398.21 GRI	WUD6004204		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

1/14/2026 - Copies Removed: 144

Call Number	Barcode	Price	Acquired	Removed By
398.8 Def	WUD7200492		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The prince of the Dolomites : an old Italian tale (Removed: 1)

Author: De Paola, Tomie. ISBN: 0-15-263528-9 Published: 1980

Call Number	Barcode	Price	Acquired	Removed By
398.21 DeP	WUD7200155		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
398 BIN Princess Tales green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Proverbs of many nations (Removed: 1)

Author: Kelen, Emery, 1896-, LCCN: 66-17867 Published: 1966

Call Number	Barcode	Price	Acquired	Removed By
398.9 Kel	WUD7200131		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Punching the clock : funny action idioms (Removed: 1)

Author: Terban, Marvin. ISBN: 0-89919-864-3 Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
428.1 TER	WUD7000099	$7.28	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Puss in Boots. (Removed: 1)

Author: Fischer, Hans.

Call Number	Barcode	Price	Acquired	Removed By
398.21 FIS	WUD6004216		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Puss in boots (Removed: 1)

Author: Perrault, Charles, 1628-1703. ISBN: 0-374-36160-6 Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
398.2 PER	WUD7000089	$13.71	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/14/2026 - Copies Removed: 144

One trick too many; fox stories from Russia. (Removed: 1)

Author: Ginsburg, Mirra. LCCN: 72-711 Published: 1973

Call Number	Barcode	Price	Acquired	Removed By
398.2 GIN	WUD6004215		3/28/2023	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The origin of the Milky Way : & other living stories of the Cherokee (Removed: 1)

Author: collected and edited by Barbara R. Duncan ; with stories told by Davy Arch ... [et al.] ; illustrations by Shan Goshorn. ISBN: 978-0-8078-3219-6 (trade : alk. paper) Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
398.08 DUN	WUD4000434		9/26/2024	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Pegasus. (Removed: 1)

Author: Mayer, Marianna.

Call Number	Barcode	Price	Acquired	Removed By
398.2 MAY	WUD6003287		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Persian Folk And Fairy Tales. (Removed: 1)

Author: Mehdevi, Anne Sinclair.

Call Number	Barcode	Price	Acquired	Removed By
398.2 MEH	WUD6013005		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

A Pocket Full of Posies. (Removed: 1)

Call Number	Barcode	Price	Acquired	Removed By
398.8 MOT	WUD6004220		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The prancing pony : nursery rhymes from Japan (Removed: 1)

Author: DeForest, Charlotte B. (Charlotte Burgis), b. 1879. LCCN: 68-15698 Published: 1968

1/14/2026 - Copies Removed: 144

Call Number	Barcode	Price	Acquired	Removed By
393 ALI	WUD6013808		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/22/2021	Discard

Was Available -- Weeded -- Total Circulations: 1

The Mystery of Masks. (Removed: 1)

Author: Price, Christine. ISBN: 0-684-15653-9 Published: 1978

Call Number	Barcode	Price	Acquired	Removed By
392 Pri	WUD7002184	$7.16	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Nail Soup. (Removed: 1)

Author: Zemach, Margot.

Call Number	Barcode	Price	Acquired	Removed By
398.2 ZEM	WUD6014674		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The nightingale (Removed: 1)

Author: Andersen, H. C. (Hans Christian), 1805-1875. LCCN: 64-18574 Published: 1965

Call Number	Barcode	Price	Acquired	Removed By
398.2 And	WUD7100546		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Nomi and the magic fish : a story from Africa. (Removed: 1)

Author: Phumla. LCCN: 73-187292 Published: 1972

Call Number	Barcode	Price	Acquired	Removed By
398.2 Phu	WUD7200161		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
398 BIN African Folk tales green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The North Wind And The Sun. (Removed: 1)

Author: La Fontaine.

Call Number	Barcode	Price	Acquired	Removed By
398.2 LAF	WUD6013006		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
398 BIN Aesop green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/14/2026 - Copies Removed: 144

Michael Hague's favorite Hans Christian Andersen fairy tales. (Removed: 1)

Author: Andersen, H. C. (Hans Christian), 1805-1875. ISBN: 0-03-059528-2 Published: 1981

Call Number	Barcode	Price	Acquired	Removed By
398.2 And	WUD7100538		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Monster rolling skull and other native American tales (Removed: 1)

Author: Gustafson, Anita. ISBN: 0-690-04019-9 Published: 1980

Call Number	Barcode	Price	Acquired	Removed By
398.2 Gus	WUD7100678		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Monster Tales of Native Americans. (Removed: 1)

Author: Thorne, Ian.

Call Number	Barcode	Price	Acquired	Removed By
398.2 Tho	WUD7100594		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN Indigenous Tales green dot (2 bins)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Mother Goose ABC (Removed: 1)

Author: illustrated by Kinuko Craft. ISBN: 0-8228-6513-0 Published: 1977

Call Number	Barcode	Price	Acquired	Removed By
398.8 Mot	WUD7100427		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Mufaro's beautiful daughters : An African tale (Removed: 1)

Author: Steptoe, John, 1950- ISBN: 978-0-688-04045-1 Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
398.2 STE	WUD6000057		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN African Folk tales green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Mummies Made in Egypt. (Removed: 1)

Author: Aliki.

1/14/2026 - Copies Removed: 144

Call Number	Barcode	Price	Acquired	Removed By
398.2 Jon	WUD7200412		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN Indigenous Tales green dot (2 bins)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Macmillan picture wordbook (Removed: 1)

Author: Judith S. Levey, editor in chief. ISBN: 0-02-754641-1 Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
428.1 MAC	WUD6060210	$8.95	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Mad as a wet hen! and other funny idioms (Removed: 1)

Author: Terban, Marvin. ISBN: 0-89919-478-8 Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
423.1 TER	WUD7000098	$12.94	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The magic of the little people (Removed: 1)

Author: Cohen, Daniel, 1936-. ISBN: 0-671-32637-6 Published: 1974

Call Number	Barcode	Price	Acquired	Removed By
398 Coh	WUD7004439		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The magician : an adaptation from the Yiddish of I. L. Peretz (Removed: 1)

Author: Shulevitz, Uri, 1935-. LCCN: 72-85186 Published: 1973

Call Number	Barcode	Price	Acquired	Removed By
398.2 Shu	WUD7200186		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Merry Ever After : The Story of Two Medieval Weddings. (Removed: 1)

Author: Lasker, Joe. ISBN: 0-670-47257-3 Published: 1976

Call Number	Barcode	Price	Acquired	Removed By
392.5 Las	WUD7002188	$0.00	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/14/2026 - Copies Removed: 144

Legendary animals (Removed: 1)

Author: Untermeyer, Bryna Ivens, LCCN: 63-4453 Published: 1963

Call Number	Barcode	Price	Acquired	Removed By
398 Unt	WUD7100539		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/28/2024	Discard

Was Available -- Weeded -- Total Circulations: 1

Legends of the great chiefs (Removed: 1)

Author: Matson, Emerson N., ISBN: 0-8407-6242-9 Published: 1972

Call Number	Barcode	Price	Acquired	Removed By
398.2 Mat	WUD7200159		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Let's steal the moon : Jewish tales, ancient and recent (Removed: 1)

Author: Serwer-Bernstein, Blanche, 1920-. LCCN: 71-105750 Published: 1970

Call Number	Barcode	Price	Acquired	Removed By
398.2 Ser	WUD7200183		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation		10/26/2022	Discard

Was Available -- Weeded -- Total Circulations: 1

The lion and the rat : a fable. (Removed: 1)

Author: La Fontaine, Jean de, 1621-1695. LCCN: 63-13300 Published: 1963

Call Number	Barcode	Price	Acquired	Removed By
398.2 LaF	WUD7200175		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
398 BIN Aesop green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Little One Inch (Removed: 1)

Author: Brenner, Barbara. ISBN: 0-698-20408-5 Published: 1977

Call Number	Barcode	Price	Acquired	Removed By
398.2 Bre	WUD7100553		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Longhouse winter; Iroquois transformation tales (Removed: 1)

Author: Jones, Hettie. ISBN: 0-03-086745-2 Published: 1972

1/14/2026 - Copies Removed: 144

John Tabor's Ride. (Removed: 1)

Author: Lent, Blair.

Call Number	Barcode	Price	Acquired	Removed By
398.2 LEN	WUD6013001		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Khan's Daughter. (Removed: 1)

Author: Yep, Laurence.

Call Number	Barcode	Price	Acquired	Removed By
398.2 YEP	WUD6012050		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The king has horse's ears (Removed: 1)

Author: Thomson, Peggy. ISBN: 0-671-64953-1 Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
398.2 THO	WUD7000091	$12.95	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The knee-high man, and other tales (Removed: 1)

Author: Lester, Julius. LCCN: 72-181785 Published: 1972

Call Number	Barcode	Price	Acquired	Removed By
398.24 Les	WUD7200119		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Language and Writing. (Removed: 1)

Author: Rowe, Julian and Peggy Burns. Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
411 ROW	WUD7204349	$12.00	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Language with Style (Removed: 1)

Author: Laurie Rozakiskis, PhD. ISBN: 0-605-03551-2 Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
428 HAR	WUD335266		6/26/2025	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/14/2026 - Copies Removed: 144

Call Number	Barcode	Price	Acquired	Removed By
362.7 PET	WUD7101392	$10.96	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

I Saw a Rocket Walk a Mile : Nonsense Tales, Chants and Songs From Many La (Removed: 1)

Author: Withers, Carl.

Call Number	Barcode	Price	Acquired	Removed By
398 WIT	WUD6004090		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

In a pickle, and other funny idioms (Removed: 1)

Author: Terban, Marvin. ISBN: 0-89919-164-9 (pbk.) Published: 1983

Call Number	Barcode	Price	Acquired	Removed By
428 TER	WUD6000067		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Into the Woods. (Removed: 1)

Author: Talbott, Hudson.

Call Number	Barcode	Price	Acquired	Removed By
398 TAL	WUD6003729		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

It's raining, said John Twaining : Danish nursery rhymes (Removed: 1)

Author: Bodecker, N. M. LCCN: 72-85912 Published: 1973

Call Number	Barcode	Price	Acquired	Removed By
398.2 Bod	WUD7100552		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Jim and the beanstalk (Removed: 1)

Author: Briggs, Raymond. ISBN: 0-698-11577-5 Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
398.2 BRI	WUD7202141	$10.26	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
398 BIN "Old Friends" green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/14/2026 - Copies Removed: 144

Was Available -- Weeded -- Total Circulations: 0

Hansel and Gretel (Removed: 1)

Author: Brothers Grimm ; illustrated by Anthony Browne. ISBN: 0-531-04062-3 (U.S.) Published: 1981

Call Number	Barcode	Price	Acquired	Removed By
398.2 GRI	WUD7100680		3/28/2023	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN "Old Friends" green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The hare and the tortoise (Removed: 1)

Author: La Fontaine, Jean de, 1621-1695. LCCN: 67-2816 Published: 1967

Call Number	Barcode	Price	Acquired	Removed By
398.2 LAF	WUD7003918		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN Aesop green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

History of Children's Costume. (Removed: 1)

Author: Sichel, Marion. Published: 1983

Call Number	Barcode	Price	Acquired	Removed By
REF 391 SIC	WUD7005233		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

History of Women's Costume. (Removed: 1)

Author: Sichel, Marion. Published: 1984

Call Number	Barcode	Price	Acquired	Removed By
REF 391 SIC	WUD7201271		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

How the sun was brought back to the sky (Removed: 1)

Author: Ginsburg, Mirra. ISBN: 0-02-735750-3 Published: 1975

Call Number	Barcode	Price	Acquired	Removed By
398.2 GIN	WUD7100693		3/28/2023	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

I have a sister, my sister is deaf (Removed: 1)

Author: Peterson, Jeanne Whitehouse. ISBN: 0-06-443059-6 Published: 1977

1/14/2026 - Copies Removed: 144

Call Number	Barcode	Price	Acquired	Removed By
398.2 Cur	WUD7100609		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The girl who married the Moon : tales from Native North America (Removed: 1)

Author: Bruchac, Joseph, 1942-. ISBN: 0-8167-3480-1 (lib. bdg.) Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
398.2 Bru	WUD7002566		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
398 BIN Indigenous Tales green dot (2 bins)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The good giants and the bad pukwudgies (Removed: 1)

Author: Fritz, Jean. ISBN: 0-399-20870-4 Published: 1982

Call Number	Barcode	Price	Acquired	Removed By
398.2 Fri	WUD7100683		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
398 BIN Indigenous Tales green dot (2 bins)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Goose Girl. (Removed: 1)

Author: de Angeli, Marguerite.

Call Number	Barcode	Price	Acquired	Removed By
398.21 DEA	WUD6004218		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Greyling : A Picture Story fro the Islands of Shetland (Removed: 1)

Author: Yolen, Jane. Published: 1968

Call Number	Barcode	Price	Acquired	Removed By
398.2 YOL	WUD7101360		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Guppies in tuxedos : funny eponyms (Removed: 1)

Author: Terban, Marvin. ISBN: 0-89919-770-1 Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
422 TER	WUD7008143	$10.96	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

1/14/2026 - Copies Removed: 144

Was Available -- Weeded -- Total Circulations: 0

The four clever brothers; (Removed: 1)

Author: a story by the Brothers Grimm, with pictures by Felix Hoffmann. LCCN: 67-6007 Published: 1967

Call Number	Barcode	Price	Acquired	Removed By
398.21 GRI	WUD6004205		3/28/2023	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

A Frog Prince. (Removed: 1)

Author: Berenzy, Alix.

Call Number	Barcode	Price	Acquired	Removed By
398.2 BER	WUD6012590		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN "Old Friends" green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Gib Morgan Fantastic Driller. (Removed: 1)

Author: Rushmore, Helen.

Call Number	Barcode	Price	Acquired	Removed By
398.22 RUS	WUD6012909		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The gift of the sacred dog (Removed: 1)

Author: Goble, Paul. ISBN: 0-02-043280-1 Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
398.2 GOB	WUD6000047		3/28/2023	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN Indigenous Tales green dot (2 bins)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Girl Scout Story (Removed: 1)

Author: DeLeeuw, Adele. LCCN: 65-14549 Published: 1965

Call Number	Barcode	Price	Acquired	Removed By
369.463 DeL	WUD7002054	$2.19	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The girl who married a ghost and other tales from The North American Indian (Removed: 1)

Author: Curtis, Edward S., 1868-1952. ISBN: 0-590-07505-5 Published: 1978

1/14/2026 - Copies Removed: 144

Was Available -- Weeded -- Total Circulations: 0

The fisherman and his wife : a tale from the brothers Grimm (Removed: 1)

Author: translated by Randall Jarrell ; pictures by Margot Zemach. ISBN: 0-374-32340-2 Published: 1980

Call Number	Barcode	Price	Acquired	Removed By
398.2 JAR	WUD7004135		3/28/2023	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Five Centuries of American Costume. (Removed: 1)

Author: Wilcox, R. Turner.

Call Number	Barcode	Price	Acquired	Removed By
REF 391 WIL	WUD6003161		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Flashes and Flags-The Story of Signaling (Removed: 1)

Author: Coggins, Jack. LCCN: 63-10192 Published: 1963

Call Number	Barcode	Price	Acquired	Removed By
384.9 Cog	WUD7002098	$3.41	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Flying Carpet. (Removed: 1)

Author: Brown, Marcia.

Call Number	Barcode	Price	Acquired	Removed By
398.2 BRO	WUD6004091		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Folk and Festival Costume of World. (Removed: 1)

Author: Wilcox, R. Turner.

Call Number	Barcode	Price	Acquired	Removed By
REF 391 WIL	WUD6003165		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Folklore of American weather. (Removed: 1)

Author: Sloane, Eric. LCCN: 63-10342 Published: 1963

Call Number	Barcode	Price	Acquired	Removed By
Pbk 398.37 Slo	WUD7200121		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

1/14/2026 - Copies Removed: 144

Call Number	Barcode	Price	Acquired	Removed By
363.7 LOW	WUD6020993	$13.45	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

East of the sun and west of the moon. (Removed: 1)

Author: Asbjrnsen, Peter Christen, 1812-1885. [from old catalog]. LCCN: 63-14839 Published: 1963

Call Number	Barcode	Price	Acquired	Removed By
398.2 Asb	WUD7100561		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Lib 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Emperor And The Kite. (Removed: 1)

Author: Yolen,Jane.

Call Number	Barcode	Price	Acquired	Removed By
398.2 Yol	WUD6014686		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Etiquette (Removed: 1)

Author: Brown, Fern G. ISBN: 0-531-04908-6 Published: 1985

Call Number	Barcode	Price	Acquired	Removed By
395 Bro	WUD7100565		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Fabulous beasts (Removed: 1)

Author: Lurie, Alison. ISBN: 0-374-32242-2 Published: 1981

Call Number	Barcode	Price	Acquired	Removed By
398.2 Lur	WUD7200182		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The fire bringer : a Paiute Indian legend. (Removed: 1)

Author: Hodges, Margaret, 1911-. LCCN: 70-182247 Published: 1972

Call Number	Barcode	Price	Acquired	Removed By
398.2 Hod	WUD7200181		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN Indigenous Tales green dot (2 bins)	Infrequent Circulation			Discard

1/14/2026 - Copies Removed: 144

Dateline : Troy (Removed: 1)

Author: Fleischman, Paul. ISBN: 1-56402-469-5 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
398.2 FLE	WUD6015068	$19.34	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The day Tuk became a hunter & other Eskimo stories (Removed: 1)

Author: Melzack, Ronald. LCCN: 67-26842 Published: 1967

Call Number	Barcode	Price	Acquired	Removed By
398.2 Mel	WUD7200164		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Demeter and Persephone : Homeric hymn number two (Removed: 1)

Author: Proddow, Penelope. LCCN: 76-155852 Published: 1972

Call Number	Barcode	Price	Acquired	Removed By
398.2 PRO	PH0000483	$0.00	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Duffy and the Devil. (Removed: 1)

Author: Zemach, Harve.

Call Number	Barcode	Price	Acquired	Removed By
398.2 ZEM	WUD6003527		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

EARTH BOOK FOR KIDS : ACTIVITIES TO HELP HEAL THE ENVIRONMENT. (Removed: 1)

Author: SCHWARTZ, LINDA. ISBN: 0-88160-195-0 Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
PBK 362 SCH	WUD7002055	$9.95	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Earthwise at school : a guide to the care & feeding of your planet (Removed: 1)

Author: Lowery, Linda. ISBN: 0-87614-587-X Published: 1993

1/14/2026 - Copies Removed: 144

The Clay Pot Boy. (Removed: 1)

Author: Jameson, Cynthia.

Call Number	Barcode	Price	Acquired	Removed By
398.2 JAM	WUD6003557		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Clothes in History. (Removed: 1)

Author: Sewell, Charlotte. ISBN: 0-85078-357-7 Published: 1983

Call Number	Barcode	Price	Acquired	Removed By
391 Sew	WUD7002179	$12.95	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Costume of Ancient Rome. (Removed: 1)

Author: Symons, David J.

Call Number	Barcode	Price	Acquired	Removed By
REF 391 SYM	WUD7100669		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Costume of the Classical World. (Removed: 1)

Author: Sichel, Marion.

Call Number	Barcode	Price	Acquired	Removed By
REF 391 SIC	WUD7100670		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Costumes of the Greeks and Romans (Removed: 1)

Author: Hope, Thomas. LCCN: 62-2519 Published: 1962

Call Number	Barcode	Price	Acquired	Removed By
391 Hop	WUD7002178	$4.50	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Cumulative glossary and index. (Removed: 1)

ISBN: 0-7166-5017-7 Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
390 Cum	WUD7008514		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/14/2026 - Copies Removed: 144

Call Number	Barcode	Price	Acquired	Removed By
398.2 ISH	WUD6013026		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Charles and Claudine. (Removed: 1)

Author: Berson, Harold. Published: 1980

Call Number	Barcode	Price	Acquired	Removed By
398.21 BER	WUD7101361		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Cherokee tale-teller (Removed: 1)

Author: Cunningham, Maggi, 1916-. ISBN: 0-87518-147-3 Published: 1978

Call Number	Barcode	Price	Acquired	Removed By
398.2-Cun	WUD7100608		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Children of the sun (Removed: 1)

Author: Carew, Jan R. ISBN: 0-316-12848-1 Published: 1980

Call Number	Barcode	Price	Acquired	Removed By
398.2 Car	WUD7004758		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
398 BIN African Folk tales green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Chinese mirror (Removed: 1)

Author: Ginsburg, Mirra. ISBN: 0-15-200420-3 Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
398.2 Gin	WUD7001421	$7.84	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Cinderella : or The Little Glass Slipper. (Removed: 1)

Author: Perrault, Charles.

Call Number	Barcode	Price	Acquired	Removed By
398.2 Per	WUD7003031		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
398 BIN Princess Tales green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/14/2026 - Copies Removed: 144

Call Number	Barcode	Price	Acquired	Removed By
398.2 BER	WUD6013967		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation		12/2/2024	Discard

Was Available -- Weeded -- Total Circulations: 1

Black rainbow : legends of the Incas and myths of ancient Peru (Removed: 1)

Author: edited and translated by John Bierhorst ; decorations by Jane Byers Bierhorst. ISBN: 0-374-30829-2 Published: 1976

Call Number	Barcode	Price	Acquired	Removed By
398.2 Bie	WUD7100545		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Blind Men And The Elephant. (Removed: 1)

Author: Saxe, John Godfrey.

Call Number	Barcode	Price	Acquired	Removed By
398.2 SAX	WUD6013032		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Brother Wolf : a Seneca Tale. (Removed: 1)

Author: Taylor, Harriet Peck.

Call Number	Barcode	Price	Acquired	Removed By
398.24 TAY	WUD6004297		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN Indigenous Tales green dot (2 bins)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Captain Eco and the fate of the earth (Removed: 1)

Author: Porritt, Jonathon. ISBN: 1-879431-12-2 Published: 1991

Call Number	Barcode	Price	Acquired	Removed By
363.7 POR	WUD6060427	$17.45	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Carpet Of Solomon. (Removed: 1)

Author: Ish-Kishor, Sulamith.

1/14/2026 - Copies Removed: 144

Call Number	Barcode	Price	Acquired	Removed By
R 398.2 App	WUD7100541		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Arabian nights entertainments (Removed: 1)

Author: selected and edited by Andrew Lang ; with numerous illustrations by H. J. Ford. ISBN: 0-486-22289-6 Published: 1969

Call Number	Barcode	Price	Acquired	Removed By
398.2 ARA	WUD6020499	$13.30	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Arms And Armor In Africa. (Removed: 1)

Author: Nickel, Helmut.

Call Number	Barcode	Price	Acquired	Removed By
399 NIC	WUD6012981		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Baboushka and the three kings (Removed: 1)

Author: Robbins, Ruth. LCCN: 60-15036 Published: 1960

Call Number	Barcode	Price	Acquired	Removed By
398.2 Rob	WUD7200117		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Beauty and the beast (Removed: 1)

Author: Apy, Deborah. ISBN: 0-03-064076-8 Published: 1983

Call Number	Barcode	Price	Acquired	Removed By
398.2 APY	WUD6000045		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
398 BIN Princess Tales green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Black fairy tales (Removed: 1)

Author: Berger, Terry. LCCN: 70-75517 Published: 1969

1/16/2026 - Copies Removed: 86

Call Number	Barcode	Price	Acquired	Removed By
398.2 Rio	WUD7200184		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/14/2026 - Copies Removed: 144

Aesop & company : with scenes from his legendary life (Removed: 1)

Author: Bader, Barbara. ISBN: 0-395-97496-8 Published: 1991

Call Number	Barcode	Price	Acquired	Removed By
398.24 BAD	WUD6020915	$12.45	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
398 BIN Aesop green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Aesop for children (Removed: 1)

Author: with pictures by Milo Winter. ISBN: 0-590-47977-6 (pbk.) Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
398.24 AES	T 300115		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
398 BIN Aesop green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Ali Baba : Abu Kir and Abu Sir. (Removed: 1)

Author: Arabian Nights.

Call Number	Barcode	Price	Acquired	Removed By
398.2 ARA	WUD6013933		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Amy, the story of a deaf child (Removed: 1)

Author: Walker, Lou Ann. ISBN: 0-525-67145-5 Published: 1985

Call Number	Barcode	Price	Acquired	Removed By
362.4 Wal	WUD7000056	$10.47	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Anansе the spider : tales from an Ashanti village. (Removed: 1)

Author: Appiah, Peggy. LCCN: 66-9666 Published: 1966

1/16/2026 - Copies Removed: 86

Turtle Island : tales of the Algonquian nations (Removed: 1)

Author: Curry, Jane Louise. ISBN: 0-689-82233-2 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
398.2 CUR	WUD4000444		9/26/2024	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Warton and Morton (Removed: 1)

Author: Erickson, Russell E. ISBN: 0-688-41771-X (.) Published: 1976

Call Number	Barcode	Price	Acquired	Removed By
FIC ERI	WUD7004126		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

We celebrate Hanukkah (Removed: 1)

Author: Kalman, Bobbie, 1947- ISBN: 0-86505-045-7 Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
394.2 KAL	WUD6000036		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Holiday (Hanukkah)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The white stag (Removed: 1)

Author: Seredy, Kate. LCCN: 37-37800 Published: 1937

Call Number	Barcode	Price	Acquired	Removed By
398.2 Ser	WUD7004175		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

White Stallion of Lipizza. (Removed: 1)

Author: Henry, Marguerite.

Call Number	Barcode	Price	Acquired	Removed By
FIC HEN	WUD6013136		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Blue Dot Horses Fiction Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The woman in the moon and other tales of forgotten heroines (Removed: 1)

Author: Riordan, James, 1936-. ISBN: 0-8037-0194-2 Published: 1985

Library Weeding Log

1/16/2026 - Copies Removed: 86

Tepee tales of the American Indian (Removed: 1)

Author: Brown, Dee Alexander. ISBN: 0-03-022761-5 Published: 1979

Call Number	Barcode	Price	Acquired	Removed By
398.2 Bro	WUD7100601		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation		3/6/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

Three Apples Fell From Heaven. (Removed: 1)

Author: Tashjian, Virginia a.

Call Number	Barcode	Price	Acquired	Removed By
398.2 TAS	WUD6013008		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Treehorn's wish (Removed: 1)

Author: Heide, Florence Parry. ISBN: 0-8234-0493-5 (lib. bdg.) Published: 1984

Call Number	Barcode	Price	Acquired	Removed By
E Hei	WUD7004071		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The trouble with chickens : a J.J. Tully mystery (Removed: 1)

Author: Cronin, Doreen. ISBN: 978-0-06-121532-2 (hbk.) Published: 2011

Call Number	Barcode	Price	Acquired	Removed By
PBK FIC CRO	T 310025		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange dot Mystery BIN: Basket 1 (mixed)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Turkey trouble : The Adam Joshua capers (Removed: 1)

Author: Smith, Janice Lee, 1949- ISBN: 0-06-442024-8 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
E SMI	WUD6060333	$9.00	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange dot Mystery BIN: Basket 1 (mixed)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/16/2026 - Copies Removed: 86

Was Available -- Weeded -- Total Circulations: 0

The story of little Babaji (Removed: 1)

Author: Bannerman, Helen. ISBN: 0-06-205064-8 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
E Ban	WUD6022402	$14.00	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

T. rex (Removed: 1)

Author: Silen, Andrea, ISBN: 978-1-42637273-5 Published: 2022

Call Number	Barcode	Price	Acquired	Removed By
567.912 Sil	WUD0641765	$13.98	9/3/2024	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
EZ NF Dinosaurs bin	Poor Condition/Damage		12/18/2025	Discard

Was Available -- Weeded -- Total Circulations: 6

Tales from the Celtic Countries. (Removed: 1)

Author: Ifans, Rhiannon. Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
Pbk 398.2 Ifa	WUD7004153		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Tales our settlers told (Removed: 1)

Author: Raskin, Joseph. LCCN: 76-152842 Published: 1971

Call Number	Barcode	Price	Acquired	Removed By
398.2 Ras	WUD7200185		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Tales the people tell in Mexico (Removed: 1)

Author: Lyons, Grant. ISBN: 0-671-32533-7 Published: 1972

Call Number	Barcode	Price	Acquired	Removed By
398.2 Lyo	WUD7200190		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/16/2026 - Copies Removed: 86

Was Available -- Weeded -- Total Circulations: 1

Sir Cedric (Removed: 1)

Author: Gerrard, Roy. ISBN: 0-374-36959-3 Published: 1984

Call Number	Barcode	Price	Acquired	Removed By
E Gre	WUD7000671	$12.31	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot picture books bottom shelf endcap	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Sir Cedric rides again (Removed: 1)

Author: Gerrard, Roy. ISBN: 0-374-36961-5 Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
E Ger	WUD7000670	$12.31	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot picture books bottom shelf endcap	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Song of Paul Bunyan and Tony Beav. (Removed: 1)

Author: Rees, Ennis.

Call Number	Barcode	Price	Acquired	Removed By
398.22 REE	WUD6012897		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Sound of flutes and other Indian legends (Removed: 1)

Author: told by Lame Deer, Jenny Leading Cloud, Leonard Crow Dog, and others ; transcribed and edited by Richard Erdoes ; pictures by Paul Goble. ISBN: 0-394-83181-0 Published: 1976

Call Number	Barcode	Price	Acquired	Removed By
398.2 Erd	WUD7100617		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Stormy, Misty's foal (Removed: 1)

Author: Henry, Marguerite, 1902-. ISBN: 0-02-688762-2 Published: 1963

Call Number	Barcode	Price	Acquired	Removed By
Fic HEN	WUD6013140		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Blue Dot Horses Fiction Shelf	Infrequent Circulation			Discard

1/16/2026 - Copies Removed: 86

Shelf ABC Auth

Was Available -- Weeded -- Total Circulations: 0

Sam, Bangs & Moonshine. (Removed: 1)

Author: Ness, Evaline.

Call Number	Barcode	Price	Acquired	Removed By
FIC NES	WUD7007646		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot picture books bottom shelf endcap	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Sergeant O'Keefe and his mule : Balaam (Removed: 1)

Author: Felton, Harold W., 1902-. LCCN: 62-15500 Published: 1962

Call Number	Barcode	Price	Acquired	Removed By
398.2 Fel	WUD7100620		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The shrinking of Treehorn (Removed: 1)

Author: Heide, Florence Parry. ISBN: 0-8234-0189-8 Published: 1971

Call Number	Barcode	Price	Acquired	Removed By
E Hei	WUD7004080		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Sign on Rosie's Door. (Removed: 1)

Author: Sendak, Maurice.

Call Number	Barcode	Price	Acquired	Removed By
E SEN	WUD6004284		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Signs and Symbols of the Sun. (Removed: 1)

Author: Helfman, Elizabeth. Published: 1974

Call Number	Barcode	Price	Acquired	Removed By
398.362 HEL	WUD7101358		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation		8/31/2020	Discard

1/16/2026 - Copies Removed: 86

Call Number	Barcode	Price	Acquired	Removed By
E AHL	WUD6001662		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

A Picture Book of Hanukkah (Removed: 1)

Author: Adler, David A. ISBN: 0-8234-0458-7 Published: 1982

Call Number	Barcode	Price	Acquired	Removed By
296.4 Adl	WUD7001789	$12.95	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Holiday (Hanukkah)	Infrequent Circulation		11/29/2021	Discard

Was Available -- Weeded -- Total Circulations: 1

The Power of Light. (Removed: 1)

Author: Singer, Isaac Bashevis.

Call Number	Barcode	Price	Acquired	Removed By
Fic SIN	WUD6013414		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Holiday (Hanukkah)	Infrequent Circulation		12/15/2021	Discard

Was Available -- Weeded -- Total Circulations: 2

The Rainbow Magic Collection : Volume 1--Books 1-4 (Removed: 1)

Author: Meadows, Daisy. Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
FIC MEA	WUD7204244	$15.00	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Blue Dot RAINBOW FAIRY Series shelf	Poor Condition/Damage		5/23/2024	Discard

Was Available -- Weeded -- Total Circulations: 6

The Roman twins (Removed: 1)

Author: Gerrard, Roy. ISBN: 0-374-36339-0 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
E GER	WUD6020726	$19.65	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot picture books bottom shelf endcap	Infrequent Circulation		9/22/2021	Discard

Was Available -- Weeded -- Total Circulations: 1

Sable (Removed: 1)

Author: Hesse, Karen. ISBN: 0-8050-5772-2 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
Fic Hes	WUD7202491	$11.74	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot First Chapter Books Top	Infrequent Circulation			Discard

1/16/2026 - Copies Removed: 86

Once There Was And Was Not. (Removed: 1)

Author: Tashjian, Virginia A.

Call Number	Barcode	Price	Acquired	Removed By
398.2 TAS	WUD6013012		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

One man's horse (Removed: 1)

Author: Henry, Marguerite, 1902-. ISBN: 0-528-82092-3 (.) Published: 1977

Call Number	Barcode	Price	Acquired	Removed By
FIC HEN	WUD7000972		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Blue Dot Horses Fiction Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Paddington Goes to Town. (Removed: 1)

Author: Bond, Michael.

Call Number	Barcode	Price	Acquired	Removed By
FIC BON	WUD6014342		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Blue Dot Mid Level Fiction Shelves	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Paddington Marches On. (Removed: 1)

Author: Bond, Michael.

Call Number	Barcode	Price	Acquired	Removed By
FIC BON	WUD6014346		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Blue Dot Mid Level Fiction Shelves	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Paddington takes the test (Removed: 1)

Author: Bond, Michael. ISBN: 0-395-29519-X Published: 1980

Call Number	Barcode	Price	Acquired	Removed By
FIC Bon	WUD7100307		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Blue Dot Mid Level Fiction Shelves	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Pet Shop. (Removed: 1)

Author: Ahlberg, Allan.

1/16/2026 - Copies Removed: 86

The Mystery of the Plant that Ate Dirty Socks. (Removed: 1)

Author: McArthur, Nancy. Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
Fic McA	WUD7003961		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange dot Mystery BIN: Basket 1 (mixed)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The mystery of the stolen blue paint (Removed: 1)

Author: Kellogg, Steven. ISBN: 0-8037-5654-2 (trade) Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
E Kel	WUD7005444	$7.94	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange dot Mystery BIN: Basket 1 (mixed)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Myths of the Orient (Removed: 1)

Author: Christesen, Barbara, 1940-. ISBN: 0-8172-1043-1 Published: 1977

Call Number	Barcode	Price	Acquired	Removed By
R 398.2 Chr	WUD7100605		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Native American Literature. (Removed: 1)

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
810.9 NAT	WUD7202216		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Norwegian folk tales : from the collection of Peter Christen Asbjornsen an (Removed: 1)

Author: Asbjornsen, Peter Christen, 1812-1885. LCCN: 61-16057 Published: 1960

Call Number	Barcode	Price	Acquired	Removed By
398.2 ASB	PH0000347		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/16/2026 - Copies Removed: 86

The most wonderful doll in the world (Removed: 1)

Author: McGinley, Phyllis, 1905-. ISBN: 0-590-43477-2 Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
FIC MCG	WUD6060227	$9.00	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Mr. Jensen and Cat. (Removed: 1)

Author: Blegvad, Lenore.

Call Number	Barcode	Price	Acquired	Removed By
E BLE	WUD6003974		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

My prairie year : based on the diary of Elenore Plaisted (Removed: 1)

Author: Harvey, Brett. ISBN: 0-8234-0604-0 Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
FIC HAR	WUD7000938	$12.31	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange Dot picture books bottom shelf endcap	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Mysterious Case Case. (Removed: 1)

Author: Christian, Mary Blount.

Call Number	Barcode	Price	Acquired	Removed By
PBK FIC CHR	WUD6014093		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange dot Mystery BIN: Basket 1 (mixed)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The mystery of the missing red mitten (Removed: 1)

Author: Kellogg, Steven. ISBN: 0-8037-5749-2 (trade) Published: 1977

Call Number	Barcode	Price	Acquired	Removed By
E Kel	WUD7005443	$7.44	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange dot Mystery BIN: Basket 1 (mixed)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/16/2026 - Copies Removed: 86

green dot

Was Available -- Weeded -- Total Circulations: 0

Little polar bear and the brave little hare (Removed: 1)

Author: De Beer, Hans. ISBN: 1-55858-357-2 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
E DEB	WUD6060948	$11.30	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Men from the village deep in the mountains and other Japanese folk tales (Removed: 1)

Author: Bang, Molly, ISBN: 0-02-708350-0 Published: 1973

Call Number	Barcode	Price	Acquired	Removed By
398.2 Ban	WUD7100540		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Mia the beach cat (Removed: 1)

Author: Hanel, Wolfram. ISBN: 1-55858-508-7 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
E HAN	WUD6015208	$11.00	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Ming Ling (Removed: 1)

Author: Cosgrove, Stephen. Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
E COS	WUD7000102	$6.50	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Misty of Chincoteague (Removed: 1)

Author: Henry, Marguerite, 1902-. LCCN: 47-11404 Published: 1947

Call Number	Barcode	Price	Acquired	Removed By
Fic Hen	WUD7004707		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Blue Dot Horses Fiction Shelf	Infrequent Circulation		3/4/2024	Discard

Was Available -- Weeded -- Total Circulations: 1

Library Weeding Log

Woodstock Elementary School

1/16/2026 - Copies Removed: 86

Call Number	Barcode	Price	Acquired	Removed By
296.4 Hir	WUD7001794	$12.95	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Holiday (Hanukkah)	Infrequent Circulation		12/4/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

Island stallion (Removed: 1)

Author: Farley, Walter. Published: 1948

Call Number	Barcode	Price	Acquired	Removed By
Fic FAR	WUD7000883	$3.24	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Blue Dot Horses Fiction Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Jewish Holidays : Facts, Activities, and Crafts. (Removed: 1)

Author: Purdy, Susan Gold.

Call Number	Barcode	Price	Acquired	Removed By
394.26 PUR	WUD6013640		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Holiday (Hanukkah)	Infrequent Circulation		3/24/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

Joe on the go (Removed: 1)

Author: Anderson, Peggy Perry. ISBN: 978-0-618-77331-2 Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
E AND	WUD335417		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The King Who Rides A Tiger. (Removed: 1)

Author: Hitchcock, Patricia.

Call Number	Barcode	Price	Acquired	Removed By
398.2 HIT	WUD6014002		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Land of Heroes : A Retelling of the Kalevala /. (Removed: 1)

Author: Synge, Ursula.

Call Number	Barcode	Price	Acquired	Removed By
398.2 Syn	WUD7100614		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon	Infrequent Circulation			Discard

1/16/2026 - Copies Removed: 86

Hero Tales From the British Isles. (Removed: 1)

Author: Picard, Barbara Leonie.

Call Number	Barcode	Price	Acquired	Removed By
398.22 PIC	WUD6012893		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Hershel and the Hanukkah goblins (Removed: 1)

Author: Kimmel, Eric A. ISBN: 0-8234-0769-1 Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
E Kim	WUD7003629		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Holiday (Hanukkah)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Higglety pigglety pop! : Or, There must be more to life (Removed: 2)

Author: Sendak, Maurice. ISBN: 0-06-025487-4 Published: 1967

Call Number	Barcode	Price	Acquired	Removed By
E SEN	WUD6002514		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Call Number	Barcode	Price	Acquired	Removed By
E SEN	WUD7001249	$13.95	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The hurricane's children (Removed: 1)

Author: Carmer, Carl Lamson, 1893-. LCCN: 67-17525 Published: 1967

Call Number	Barcode	Price	Acquired	Removed By
398.22 Car	WUD7200471		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

I Love Hanukkah (Removed: 1)

Author: Hirsh, Marilyn. ISBN: 0-8234-0525-7 Published: 1984

1/16/2026 - Copies Removed: 86

The Ghost Of Peg-Leg Peter. (Removed: 1)

Author: Jagendorf, M.A.

Call Number	Barcode	Price	Acquired	Removed By
398.2 JAG	WUD6013014		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Ghostly animals of America (Removed: 1)

Author: Clyne, Patricia Edwards. ISBN: 0-396-07465-0 Published: 1977

Call Number	Barcode	Price	Acquired	Removed By
398.2 Cly	WUD7100607		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The girl who cried flowers and other tales (Removed: 1)

Author: Yolen, Jane. ISBN: 0-8052-0666-3 (pbk.) Published: 1981

Call Number	Barcode	Price	Acquired	Removed By
Fic YOL	WUD7001384	$13.50	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot picture books bottom shelf endcap	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Grandfather Tales. (Removed: 1)

Author: Chase, Richard.

Call Number	Barcode	Price	Acquired	Removed By
398.2 CHA	WUD6013977		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Hanukkah. (Removed: 1)

Author: Simon, Norma.

Call Number	Barcode	Price	Acquired	Removed By
296.4 SIM	WUD6003532		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Holiday (Hanukkah)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/16/2026 - Copies Removed: 86

Danger Guys blast off (Removed: 1)

Author: Abbott, Tony. ISBN: 0-06-440520-6 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
FIC ABB	WUD6020978	$10.00	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange dot Mystery BIN: Basket 1 (mixed)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The days when the animals talked : Black American folktales and how they c (Removed: 1)

Author: Faulkner, William J. ISBN: 0-695-80755-2 Published: 1977

Call Number	Barcode	Price	Acquired	Removed By
398.2 Fau	WUD7100621		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Dinka folktales : African stories from the Sudan. (Removed: 1)

Author: Deng, Francis Mading, 1938-. ISBN: 0-8419-0138-4 Published: 1974

Call Number	Barcode	Price	Acquired	Removed By
398.2 Den	WUD7100604		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Dragons, Unicorns and Other Magical Beasts. (Removed: 1)

Author: Palmer, Robin.

Call Number	Barcode	Price	Acquired	Removed By
398.4 PAL	WUD6003747		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

English fairy tales (Removed: 1)

Author: Steel, Flora Annie Webster, 1847-1929. LCCN: 62-19429 Published: 1962

Call Number	Barcode	Price	Acquired	Removed By
398.2 Ste	WUD7101278		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/16/2026 - Copies Removed: 86

A Book of Wizards. (Removed: 1)

Author: Manning-Sanders, Ruth.

Call Number	Barcode	Price	Acquired	Removed By
398.4 MAN	WUD6012898		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The case of the hungry stranger. (Removed: 1)

Author: Bonsall, Crosby. Published: 1963

Call Number	Barcode	Price	Acquired	Removed By
Mystery EZ B	WUD330449		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange dot Mystery BIN: Basket 1 (mixed)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The children of Odin. (Removed: 1)

Author: Colum, Padraic, 1881- LCCN: 20-19525 Published: 1964

Call Number	Barcode	Price	Acquired	Removed By
398.2 COL	PH0000378		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The children's Homer : the adventures of Odysseus and the tale of Troy (Removed: 1)

Author: Colum, Padraic, 1881-1972, ISBN: 978-0-689-86883-2 Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
292.1 COL	WUD4000273		9/12/2024	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Close To The Rising Sun (Removed: 1)

Author: Voight, Virginia Frances. Published: 1972

Call Number	Barcode	Price	Acquired	Removed By
398.2 VOI	WUD7101355		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation		8/31/2020	Discard

Was Available -- Weeded -- Total Circulations: 1

1/16/2026 - Copies Removed: 86

Was Available -- Weeded -- Total Circulations: 0

Backbone of the king : the story of Paka'a and his son Ku. (Removed: 1)

Author: Brown, Marcia. LCCN: 66-18180 Published: 1966

Call Number	Barcode	Price	Acquired	Removed By
398.2 Bro	WUD7100613		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

A bear called Paddington. (Removed: 1)

Author: Bond, Michael. LCCN: 60-40134 Published: 1959

Call Number	Barcode	Price	Acquired	Removed By
FIC Bon	WUD7100308		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Blue Dot Mid Level Fiction Shelves	Infrequent Circulation		10/13/2021	Discard

Was Available -- Weeded -- Total Circulations: 2

The Berenstain Bear scouts and the run-amuck robot (Removed: 1)

Author: Berenstain, Stan, 1923- ISBN: 0-590-94477-0 Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
Fic BER	WUD6020944	$9.00	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation		4/10/2024	Discard

Was Available -- Weeded -- Total Circulations: 1

The Berenstain Bears and the wheelchair commando (Removed: 1)

Author: Berenstain, Stan, 1923-. ISBN: 0-679-84034-6 Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
FIC BER	WUD6022461	$10.09	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange Dot First Chapter Books Top Shelf ABC Auth	Infrequent Circulation		1/3/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

Black Beauty (abridged) (Removed: 1)

Author: Sewell, Anna.

Call Number	Barcode	Price	Acquired	Removed By
E SEW	WUD6014035		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Blue Dot Horses Fiction Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/30/2026 - Copies Removed: 103

OVERSIZED SHELF

Was Available -- Weeded -- Total Circulations: 5

Woodrow, the White House mouse (Removed: 1)

Author: Barnes, Peter W., 1958-. ISBN: 0-439-12952-4 Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
E BAR	WUD6004461	$9.56	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Yours truly, Goldilocks (Removed: 1)

Author: Ada, Alma Flor. ISBN: 978-0-689-84452-2 Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
E ADA	WUD7207014	$13.06	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/16/2026 - Copies Removed: 86

101 African-American Read-Aloud. (Removed: 1)

Author: Kantor, Susan.

Call Number	Barcode	Price	Acquired	Removed By
398.25 KAN	WUD6003384		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Sheif /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

About Wise Men and Simpletons. (Removed: 1)

Author: Shub, Elizabeth.

Call Number	Barcode	Price	Acquired	Removed By
398.21 SHU	WUD6012921		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Aladdin and other tales from the Arabian nights (Removed: 1)

Author: Dawood, N. J. (Nessim Joseph), 1927- ISBN: 0-14-036782-9 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
398.2 DAW	WUD6020646	$9.34	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

1/30/2026 - Copies Removed: 103

Who was that masked man, anyway? (Removed: 1)

Author: Avi, 1937-. ISBN: 0-531-05457-8 Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
Fic AVI	WUD6000676		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Who's in Rabbit's house? : a Masai tale/ Retold by Verna Aardema (Removed: 1)

Author: Aardema, Verna. ISBN: 0-14-054724-X Published: 1977

Call Number	Barcode	Price	Acquired	Removed By
E Aar	WUD7001444	$7.97	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Wind in the Willows (Removed: 1)

Author: Grahame, Kenneth. Published: 1980

Call Number	Barcode	Price	Acquired	Removed By
FIC GRA	WUD7202205	$18.00	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Upper Level Fiction OVERSIZED SHELF	Infrequent Circulation		10/25/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

The winter room (Removed: 1)

Author: Paulsen, Gary. ISBN: 0-531-05839-5 (hard) Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
Fic PAU	WUD6013335		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

With love, Little Red Hen (Removed: 1)

Author: Ada, Alma Flor. ISBN: 978-0-689-87061-3 Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
E ADA	WUD7206771	$13.06	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Wizard of Oz (Removed: 1)

Author: Baum, L. Frank, 1856-1919. ISBN: 0-03-061661-1 Published: 1982

Call Number	Barcode	Price	Acquired	Removed By
Fic BAU	WUD6000684	$18.95	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Upper Level Fiction	Infrequent Circulation		10/28/2025	Discard

1/30/2026 - Copies Removed: 103

Call Number	Barcode	Price	Acquired	Removed By
745.594 COR	WUD6060319	$11.00	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Holiday Book Shelf	Infrequent Circulation		11/20/2024	Discard

Was Available -- Weeded -- Total Circulations: 2

A treasury of Irish folklore; the stories, traditions, legends, humor, wis (Removed: 1)

Author: Colum, Padraic, 1881-1972, LCCN: 67-2959 Published: 1967

Call Number	Barcode	Price	Acquired	Removed By
398 COL	WUD4000481		2/24/2025	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation		6/11/2025	Discard

Was Available -- Weeded -- Total Circulations: 5

The true confessions of Charlotte Doyle (Removed: 1)

Author: Avi, 1937-. ISBN: 0-531-08493-0 (lib. bdg.) Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
Fic Avi	WUD6000675	$14.95	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Tuck Everlasting. (Removed: 1)

Author: Babbitt, Bataku.

Call Number	Barcode	Price	Acquired	Removed By
Fic Bab	WUD7004825		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Vader's fortress (Removed: 1)

Author: Moesta, Rebecca. ISBN: 0-425-16956-1 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
Fic Moe	WUD6022416	$10.55	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The voyages of Doctor Dolittle (Removed: 1)

Author: Lofting, Hugh, 1886-1947. ISBN: 0-448-41863-0 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
FIC LOF	WUD7007975	$14.00	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction OVERSIZED SHELF	Infrequent Circulation		9/29/2025	Discard

Was Available -- Weeded -- Total Circulations: 5

1/30/2026 - Copies Removed: 103

Song and Dance Man. (Removed: 1)

Author: Ackerman, Karen.

Call Number	Barcode	Price	Acquired	Removed By
E ACK	WUD6001674		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Star Wars, episode I : the phantom menace (Removed: 1)

Author: Wrede, Patricia C., 1953- ISBN: 978-0-590-01089-4 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
[Fic] WRE pbk SW	WUD50010485		12/3/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Story of Dr. Dolittle : Being the History of His Peculiar Life at Home (Removed: 1)

Author: Lofting, Hugh. Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
FIC LOF	WUD7203669	$28.00	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Upper Level Fiction OVERSIZED SHELF	Infrequent Circulation		9/29/2025	Discard

Was Available -- Weeded -- Total Circulations: 5

The story of Roland (Removed: 1)

Author: Baldwin, James, 1841-1925. LCCN: 30-26892 Published: 1930

Call Number	Barcode	Price	Acquired	Removed By
398.2 Bal	WUD7100543		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation		11/24/2025	Discard

Was Available -- Weeded -- Total Circulations: 7

A terrifying taste of short & shivery (Removed: 1)

Author: San Souci, Robert D. ISBN: 0-385-32635-1 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
398.25 SAN	WUD6020886	$18.60	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Thanksgiving fun (Removed: 1)

Author: Corwin, Judith Hoffman. ISBN: 0-671-50849-0 Published: 1984

1/30/2026 - Copies Removed: 103

Call Number	Barcode	Price	Acquired	Removed By
E BAK	WUD6003041		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Shadows of the empire (Removed: 1)

Author: Golden, Christopher. ISBN: 0-440-41303-6 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
[Fic] WAT pbk SW	WUD50009076		12/3/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Shroud of sorrow (Removed: 1)

Author: Donbavand, Tommy, ISBN: 978-0-385-34678-8 (pbk.) Published: 2013

Call Number	Barcode	Price	Acquired	Removed By
FIC DON	WUD4000234		9/10/2024	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Sindbad the sailor (Removed: 1)

Author: Benchley, Nathaniel. LCCN: 60-10166 Published: 1960

Call Number	Barcode	Price	Acquired	Removed By
398.2 BEN	PH0000357		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Sir Gawain and the Green Knight (Removed: 1)

Author: Morpurgo, Michael. ISBN: 0-7636-2519-1 Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
FIC MOR	T 14852	$16.14	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction OVERSIZED SHELF	Infrequent Circulation		9/27/2024	Discard

Was Available -- Weeded -- Total Circulations: 1

The snarkout boys the Baconburg horror (Removed: 1)

Author: Pinkwater, Daniel Manus, 1941-. ISBN: 0-688-02670-2 Published: 1984

Call Number	Barcode	Price	Acquired	Removed By
Fic PIN	WUD7001216		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/30/2026 - Copies Removed: 103

Play ball, Amelia Bedelia (Removed: 1)

Author: Parish, Peggy. ISBN: 0-06-444205-5 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
E Par	WUD7005228		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange Dot First Chapter Books SERIES	Infrequent Circulation		4/22/2022	Discard

Was Available -- Weeded -- Total Circulations: 1

Promises (Removed: 1)

Author: Richardson, Nancy. ISBN: 0-425-16955-3 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
Fic RIC SW	WUD6022381		12/3/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Return of the Moose. (Removed: 1)

Author: Pinkwater, Daniel M.

Call Number	Barcode	Price	Acquired	Removed By
Fic PIN	WUD6013377		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange Dot Display shelf/top of orange dot graphic	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The rising force (Removed: 1)

Author: Wolverton, Dave. ISBN: 0-590-51922-0 (pbk.) Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
[Fic] WOL pbk SW	WUD50010497		12/3/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Sarah Bishop (Removed: 1)

Author: O'Dell, Scott, 1898-1989. ISBN: 0-395-29185-2 Published: 1980

Call Number	Barcode	Price	Acquired	Removed By
Fic ODE	WUD7001184		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Seneca. (Removed: 1)

Author: Baker, Karen Lee.

1/30/2026 - Copies Removed: 103

Call Number	Barcode	Price	Acquired	Removed By
Fic Dic	WUD7004475		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction OVERSIZED SHELF	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Onion John (Removed: 1)

Author: Krumgold, Joseph, 1908-. ISBN: 0-690-59957-9 Published: 1959

Call Number	Barcode	Price	Acquired	Removed By
Fic KRU	WUD7001057	$12.45	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The paper crane (Removed: 1)

Author: Bang, Molly. ISBN: 0-688-04109-4 (lib. bdg.) Published: 1985

Call Number	Barcode	Price	Acquired	Removed By
E Ban	WUD7000591	$13.40	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Peter Pan (Removed: 1)

Author: Barrie, J. M. (James Matthew), 1860-1937. ISBN: 0-8050-0276-6 Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
[Fic] BAR	WUD6000681		6/17/2021	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction OVERSIZED SHELF	Infrequent Circulation		4/22/2025	Discard

Was Available -- Weeded -- Total Circulations: 1

Picasso and the Girl With a Ponytail : A Story About Pablo Picasso. (Removed: 1)

Author: Anholt, Laurence. Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
E ANH	WUD7201233		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Pilgrims Plantation. (Removed: 1)

Author: Behrens, June and Pauline Brower.

Call Number	Barcode	Price	Acquired	Removed By
974.4 BEH	WUD7200558		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Holiday (Thanksgiving)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Library Weeding Log

1/30/2026 - Copies Removed: 103

The moon painters : and other Estonian folk tales (Removed: 1)

Author: Maas, Selve. ISBN: 0-670-48832-1 Published: 1971

Call Number	Barcode	Price	Acquired	Removed By
398.2 Maa	WUD7200187		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

My First Thanksgiving Book. (Removed: 1)

Author: Moncure, Jane Belk. Published: 1984

Call Number	Barcode	Price	Acquired	Removed By
394.2 MON	WUD7005355		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Holiday (Thanksgiving)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Ned Feldman, space pirate (Removed: 1)

Author: Pinkwater, Daniel Manus, 1941- ISBN: 0-02-774633-X Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
Fic PIN	WUD6021089	$18.75	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange Dot Display shelf/top of orange dot graphic	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Nightjohn (Removed: 1)

Author: Paulsen, Gary. ISBN: 0-385-30838-8 Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
FIC PAU	WUD6000891		6/1/2022	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The official Doctor Who and the Daleks book (Removed: 1)

Author: Peel, John, 1954- ISBN: 0-312-02264-6 Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
791.45 PEEL	WUD4000233		9/10/2024	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Oliver Twist (Removed: 1)

Author: Bray-Moffatt, Naia. ISBN: 0-7894-3959-X Published: 1999

1/30/2026 - Copies Removed: 103

Call Number	Barcode	Price	Acquired	Removed By
E BAR	WUD6060504	$11.20	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The little prince (Removed: 1)

Author: Saint Exupery, Antoine de, 1900-1944. ISBN: 0-15-652820-7 Published: 1971

Call Number	Barcode	Price	Acquired	Removed By
Fic Sai	WUD6021473		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Upper Level Fiction OVERSIZED SHELF	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The lost ones (Removed: 1)

Author: Anderson, Kevin J. ISBN: 1-57297-052-9 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
[Fic] AND PB SW	WUD50010483		12/3/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Lyrics's world (Removed: 1)

Author: Richardson, Nancy (Motion picture editor) ISBN: 1-57297-068-5 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
FIC (pbk) RIC SW	WUD50008939		12/3/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The magical garden of Claude Monet (Removed: 1)

Author: Anholt, Laurence. ISBN: 978-0-7641-5574-1 (trade bdg.) Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
[E] ANH	WUD4000076		4/26/2021	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation		12/13/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

Marshall, the courthouse mouse : a tail of the U.S. Supreme Court (Removed: 1)

Author: Barnes, Peter W., 1958-. ISBN: 0-9637688-6-7 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
E BAR	WUD6004407	$13.56	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/30/2026 - Copies Removed: 103

shelf/top of orange dot
graphic

Was Available -- Weeded -- Total Circulations: 0

If You Sailed on the Mayflower (Removed: 1)

Author: McGovern, Ann. Published: 1971

Call Number	Barcode	Price	Acquired	Removed By
973.2 MCG	WUD7201412		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Holiday (Thanksgiving)	Infrequent Circulation		11/16/2022	Discard

Was Available -- Weeded -- Total Circulations: 1

Jedi under seige (Removed: 1)

Author: Anderson, Kevin J., 1962- ISBN: 1-57297-163-0 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
FIC (pbk) WAT SW	WUD50010484		12/3/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Just so stories (Removed: 1)

Author: Kipling, Rudyard, 1865-1936. ISBN: 0-8050-0439-4 Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
Fic KIP	WUD7001040	$16.00	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Upper Level Fiction OVERSIZED SHELF	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

A kindness (Removed: 1)

Author: Rylant, Cynthia. ISBN: 0-531-08367-5 (lib. bdg.) Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
Fic RYL	WUD6001102	$13.95	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Leonardo and the flying boy : a story about Leonardo da Vinci (Removed: 1)

Author: Anholt, Laurence. ISBN: 0-7641-5225-4 Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
E 921 ANH	WUD7201235		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation		12/13/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

Little Nino's pizzeria (Removed: 1)

Author: Barbour, Karen. ISBN: 0-15-246321-6 Published: 1987

Library Weeding Log

Woodstock Elementary School

1/30/2026 - Copies Removed: 103

Homes. (Removed: 1)

Author: Huan, Yang and Hsiao-yen huang. Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
E HUA	WUD7202578	$15.95	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The House Gobbaleen (Removed: 1)

Author: Alexander, Lloyd. ISBN: 0-525-45289-3 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
E ALE	WUD6060829	$19.64	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

House mouse, Senate mouse (Removed: 1)

Author: Barnes, Peter W., 1958-. ISBN: 0-9637688-4-0 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
E BAR	WUD6004414	$13.56	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

How the people sang the mountains up : how and why stories. (Removed: 1)

Author: Leach, Maria. LCCN: 67-8078 Published: 1967

Call Number	Barcode	Price	Acquired	Removed By
398.2 Lea	WUD7200177		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The hunchback of Notre Dame (Removed: 1)

Author: Hugo, Victor, 1802-1885. ISBN: 0-7894-1491-0 Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
Fic Hug	WUD6020475	$18.45	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction OVERSIZED SHELF	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

I was a second grade werewolf (Removed: 1)

Author: Pinkwater, Daniel Manus, 1941-. ISBN: 0-525-44038-0 Published: 1983

Call Number	Barcode	Price	Acquired	Removed By
E Pin	WUD7004072		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot Display	Infrequent Circulation			Discard

Library Weeding Log

Woodstock Elementary School

1/30/2026 - Copies Removed: 103

From sea to shining sea (Removed: 1)

Author: compiled by Amy Cohn ; illustrated by Molly Bang ... et al. ISBN: 0-590-42868-3 Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
810.8 FRO	WUD6015102	$33.30	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Giving Tree. (Removed: 1)

Author: Silverstein, Shel.

Call Number	Barcode	Price	Acquired	Removed By
E SIL	WUD7100706		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The golden globe (Removed: 1)

Author: Richardson, Nancy. ISBN: 0-425-16825-5 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
Fic Ric	WUD6022303	$10.55	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

A guide to the Star wars universe (Removed: 1)

Author: Slavicsek, Bill. ISBN: 0-345-38625-6 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
791.43 SLA	WUD4000236		9/10/2024	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Heirs of the Force (Removed: 1)

Author: Anderson, Kevin J. ISBN: 1-57297-066-9 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
[Fic] AND pb SW	WUD50009291		12/3/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The hidden past (Removed: 1)

Author: Watson, Jude. ISBN: 0-590-51933-6 (pbk.) Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
[Fic] (pbk) WAT	WUD50009081		12/3/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/30/2026 - Copies Removed: 103

Call Number	Barcode	Price	Acquired	Removed By
Fic Sto	WUD6020470	$18.00	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction OVERSIZED SHELF	Infrequent Circulation		10/28/2025	Discard

Was Available -- Weeded -- Total Circulations: 3

An evening at Alfie's (Removed: 1)

Author: Hughes, Shirley, 1927-. ISBN: 0-688-04122-1 Published: 1984

Call Number	Barcode	Price	Acquired	Removed By
E Hug	WUD7003681		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The eyes of the Amaryllis (Removed: 1)

Author: Babbitt, Natalie. ISBN: 0-374-32241-4 Published: 1977

Call Number	Barcode	Price	Acquired	Removed By
Fic Bab	WUD7100122		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Fair weather : a novel (Removed: 1)

Author: Peck, Richard, 1934-. ISBN: 0-8037-2516-7 Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
Fic PEC	WUD6022123	$21.14	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation		9/22/2025	Discard

Was Available -- Weeded -- Total Circulations: 1

Father figure : a novel (Removed: 1)

Author: Peck, Richard, 1934-. ISBN: 0-14-037969-X Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
Fic Pec	WUD7202458	$9.23	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The fortune-tellers (Removed: 1)

Author: Alexander, Lloyd. ISBN: 0-525-44849-7 Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
E Al E	WUD6020239	$11.19	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/30/2026 - Copies Removed: 103

Call Number	Barcode	Price	Acquired	Removed By
791.45 TRI	WUD4000232		9/10/2024	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The dark rival (Removed: 1)

Author: Watson, Jude. ISBN: 0-590-51925-5 (pbk.) Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
[Fic] (pbk) WAT SW	PH0009926		12/3/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Diversity Alliance (Removed: 1)

Author: Anderson, Kevin J. ISBN: 1-57297-234-3 Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
[Fic]WAT	WUD50009293		12/3/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Doctor Who : character encyclopedia (Removed: 2)

Author: Loborik, Jason, ISBN: 978-1-46540267-7 (trade) Published: 2013

Call Number	Barcode	Price	Acquired	Removed By
791.45 LOB	WUD4000230		9/10/2024	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Call Number	Barcode	Price	Acquired	Removed By
791.45 LOB	WUD4000231		9/10/2024	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Dr. Jekyll and Mr. Hyde (Removed: 1)

Author: Stevenson, Robert Louis. ISBN: 0-553-21277-X Published: 1981

Call Number	Barcode	Price	Acquired	Removed By
Fic Ste	WUD6020469	$18.45	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Upper Level Fiction OVERSIZED SHELF	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Dracula (Removed: 1)

Author: Stoker, Bram, 1847-1912. ISBN: 0-7894-1489-9 Published: 1997

Library Weeding Log

Woodstock Elementary School

1/30/2026 - Copies Removed: 103

Chitty Chitty Bang Bang : the magical car (Removed: 1)

Author: Fleming, Ian. Published: 1964

Call Number	Barcode	Price	Acquired	Removed By
FIC FLE	PH0005723		4/13/2021	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction OVERSIZED SHELF	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Chopsticks from America (Removed: 1)

Author: Hosozawa-Nagano, Elaine, 1954-. ISBN: 1-879965-11-9 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
FIC HOS	WUD7101015	$16.95	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Blue Dot Mid Level Fiction Oversize BIN	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Cloudy with a chance of meatballs. (Removed: 1)

Author: Barrett, Judi. LCCN: 08-729643 Published: 1978

Call Number	Barcode	Price	Acquired	Removed By
E Bar	WUD6002079		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Come back, Amelia Bedelia (Removed: 1)

Author: Parish, Peggy. ISBN: 0-06-024667-7 Published: 1971

Call Number	Barcode	Price	Acquired	Removed By
FIC PAR	WUD6001334		1/24/2023	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot First Chapter Books SERIES	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Dalek generation (Removed: 1)

Author: Briggs, Nicholas, ISBN: 978-0-385-34674-0 (pbk.) Published: 2013

Call Number	Barcode	Price	Acquired	Removed By
FIC BRI	WUD4000235		9/10/2024	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Dalek handbook (Removed: 1)

Author: Tribe, Steve. ISBN: 978-1-84990-232-8 (trade) Published: 2011

1/30/2026 - Copies Removed: 103

Call Number	Barcode	Price	Acquired	Removed By
E AAR	WUD6002543		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation		4/19/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

Camille and the Sunflowers : A Story About Vincent Van Gogh. (Removed: 1)

Author: Anholt, Laurence. Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
E ANH	WUD7201234		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation		12/20/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

Captains courageous. (Removed: 1)

Author: Kipling, Rudyard, 1865-1936. Published: 1896

Call Number	Barcode	Price	Acquired	Removed By
FIC KIP	PH0005960		4/13/2021	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Captive To Evil. (Removed: 1)

Author: Watson, Jude.

Call Number	Barcode	Price	Acquired	Removed By
FIC WAT	WUD6003893		8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Captive to evil (Removed: 1)

Author: Watson, Jude. ISBN: 0-590-18900-X Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
[Fic] (pbk) WAT SW	WUD50009778		12/3/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Cat burglar black (Removed: 1)

Author: Sala, Richard. ISBN: 1-59643-144-X Published: 2009

Call Number	Barcode	Price	Acquired	Removed By
741.5 SAL	T 45855	$14.44	8/11/2020	admin103
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
Orange Dot Other Graphics BIN bottom shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

1/30/2026 - Copies Removed: 103

The Big Bad Wolf and Me. (Removed: 1)

Author: Perret, Delphine. Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
E PER	WUD7201692	$9.95	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot Other Graphics BIN bottom shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Blackboard bear (Removed: 1)

Author: Alexander, Martha G. ISBN: 0-7636-0667-7 (trade) Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
E Ale	WUD7007630	$13.61	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Blue heron (Removed: 1)

Author: Avi, 1937- ISBN: 0-02-707751-9 Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
[Fic] AVI	T 5000570		9/9/2021	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Blue moose (Removed: 1)

Author: Pinkwater, Daniel Manus, 1941-. ISBN: 0-396-07151-1 Published: 1975

Call Number	Barcode	Price	Acquired	Removed By
Fic PIN	WUD6013330		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot Display shelf/top of orange dot graphic	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Bright shadow (Removed: 1)

Author: Avi, 1937-. ISBN: 0-02-707750-0 Published: 1985

Call Number	Barcode	Price	Acquired	Removed By
FIC Avi	WUD7000447	$10.76	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Bringing the Rain To Kapiti Plain. (Removed: 1)

Author: Aardema, Verna.

1/30/2026 - Copies Removed: 103

Call Number	Barcode	Price	Acquired	Removed By
FIC KRU	WUD7001055		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction (Neon Green Dot)	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Arabian nights (Removed: 1)

Author: illustrated by Earle Goodenow. LCCN: 46-22695 Published: 1946

Call Number	Barcode	Price	Acquired	Removed By
398.2 Ara	WUD7005150		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
UL 398 Upper Level Folklore Shelf /neon green dot	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Around the world in eighty days. (Removed: 1)

Author: Verne, Jules. Published: 1969

Call Number	Barcode	Price	Acquired	Removed By
FIC VER	WUD7003098		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction OVERSIZED SHELF	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

At night (Removed: 1)

Author: Bean, Jonathan, 1979- ISBN: 0-374-30446-7 Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
E Bea	WUD7202670	$15.99	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Aunt Pitty Patty's piggy (Removed: 1)

Author: Aylesworth, Jim. ISBN: 0-590-89987-2 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
E AYL	WUD7002250		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Autumn Story. (Removed: 1)

Author: Barklem, Jill.

Call Number	Barcode	Price	Acquired	Removed By
E BAR	WUD6003330		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
EZ Fic Potter/Madeline author bin	Infrequent Circulation		2/22/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

Library Weeding Log

Woodstock Elementary School

1/30/2026 - Copies Removed: 103

All in a day (Removed: 1)

Author: Anno, Mitsumasa, 1926- ISBN: 0-399-61292-0 Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
E ANN	WUD6060005	$15.99	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/6/2025	Discard

Was Available -- Weeded -- Total Circulations: 2

Amelia Bedelia and the surprise shower (Removed: 1)

Author: Parish, Peggy. ISBN: 0-06-024643-X Published: 1966

Call Number	Barcode	Price	Acquired	Removed By
E PAR	WUD6001785		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot First Chapter Books SERIES	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

AMELIA BEDELIA GOES CAMPING. (Removed: 1)

Author: PARISH, PEGGY. Published: 1985

Call Number	Barcode	Price	Acquired	Removed By
FIC PAR	WUD6003416		1/24/2023	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot First Chapter Books SERIES	Infrequent Circulation		5/31/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

Amelia Bedelia's family album (Removed: 1)

Author: Parish, Peggy. ISBN: 0-688-07676-9 (hard) Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
FIC PAR	WUD6003463		8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Orange Dot First Chapter Books SERIES	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Anakin's quest (Removed: 1)

Author: Moesta, Rebecca. ISBN: 0-425-16824-7 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
Fic Moe	WUD6022239	$10.55	8/11/2020	admin103

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Star Wars Shelf	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

... and now Miguel (Removed: 1)

Author: Krumgold, Joseph, 1908-. LCCN: 66-924 ,53-8415L Published: 1953

Contract No.

POLLING SERVICES AGREEMENT 2025

ONTEORA CENTRAL SCHOOL DISTRICT

This **POLLING SERVICES AGREEMENT** (the "Agreement") is entered into by and between the **COUNTY OF ULSTER (**the "County"), a municipal corporation and a county of the State of New York with principal offices at 244 Fair Street, Kingston, New York 12401, by and through its **BOARD OF ELECTIONS** (the "BOE"); and the **ONTEORA CENTRAL SCHOOL DISTRICT**, a municipal corporation, having its principal place of business at 4166 Route 28, Boiceville, New York 12412 (the "District); (each, a "Party", together, the "Parties").

RECITALS

WHEREAS, the BOE has offered Ulster County school districts the use of voting systems in the December 10, 2025 School District Special Election; and

WHEREAS, the voting systems remain the property of the County and BOE; and

WHEREAS, the Chair of the Ulster County Legislature (the "Chair"), pursuant to Resolution No. ____ of 2025, is authorized to execute this Agreement on behalf of the County.

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES:

A. Responsibilities of the BOE: The BOE shall provide voting systems to the District to be used in the above-mentioned School District Elections which shall include, without limitation, the following:

i) Three (3) Voting Systems - two (2) Ballot Scanning Devices and one (1) Accessible Marking Device (ADA) which shall be operated ONLY by BOE CERTIFIED INSPECTORS recommended by the BOE.

B. Responsibilities of the District:

i) The District shall reimburse the BOE for Voting System Delivery at a cost of **TWO HUNDRED NINTY-FIVE AND 00/100 ($295.00) DOLLARS** per poll site per Election.

ii) The District shall be responsible for reimbursing the BOE for the costs of Ballot Preparation, Programming, Voting System Testing, Poll Books, Security Labels/Seals and other materials. The BOE shall provide an estimate for these costs to the District no later than November 15, 2025.

iii) The District shall purchase ballots directly from a vendor of choice in adherence to HART Voting System guidance.

iv) The District shall be responsible for directly reimbursing the Certified Inspectors recommended by the BOE to operate the two (3) voting systems.

v) The District shall be responsible for administering their election including hiring additional personnel for each poll site as needed, and necessary supplies as needed for each poll site.

2. TERM OF AGREEMENT: This Agreement shall take effect on December 1, 2025 and shall continue in full force until February 1, 2026.

3. PAYMENT: The District agrees to reimburse the BOE for the services performed and specifically stated as reimbursable, as set forth in Section 1(B) of this Agreement. The BOE shall submit Invoices to the District, and the District shall make payment of the amount of each Invoice within thirty (30) days of receipt.

4. TERMINATION: Either Party may terminate this Agreement immediately upon notice to the other Party in the event that either Party fails to comply with the terms and conditions of this Agreement in any material respect and if such failure is not cured within five (5) days after receipt of notice by the other Party describing the failure. Either Party may terminate this Agreement without cause upon seven (7) days written notice to the other Party.

5. NOTICES: All notices shall be in writing and sent by registered mail, overnight mail, courier, or transmitted by facsimile, to the addresses indicated on the first page of this Agreement, or such other address as either Party may indicate.

6. INDEMNIFICATION: The District agrees to defend, indemnify, and hold harmless the BOE, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed pursuant to this agreement, which the BOE, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the District, its employees, representatives, subcontractors, assignees, or agents.

7. INDEPENDENT CONTRACTOR: Each Party agrees to be solely responsible for all matters relating to compensation of its employees, including compliance with Local, State, and Federal Laws governing its personnel, including Workers' Compensation, Social Security, withholding and payment of any and all Federal, State, and Local Personal Income Taxes, Disability Insurance, Unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by Law, and all other regulations governing such matters, and the payment of all Salary, Vacation, and other Employee Benefits.

8. NO ARBITRATION: Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the Ulster County Attorney, but must instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County or if appropriate in the Federal District Court with venue in the Northern District of New York, Albany Division.

9. NO ASSIGNMENT BY DISTRICT WITHOUT CONSENT: This Agreement may not be assigned by the District nor its right, title, or interest therein assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the BOE and any attempt to do so without first obtaining such written consent will be void and of no force and effect.

10. GOVERNING LAW: This Agreement and the performance of the Parties shall be governed by and construed in accordance with the Laws of the State of New York.

11. MODIFICATIONS TO BE IN WRITING: No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Changes in the scope of services in this Agreement shall not be binding, unless prior to the performance of any such services, the Chair, after consultation with the Ulster County Attorney and the BOE,

executes an amendment or modification to this Agreement, which amendment or modification shall specifically set forth the scope of such extra or additional services, the amount of compensation, and extension of time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such amendment or modification.

12. ENTIRE AGREEMENT: The rights and obligations of the Parties and their respective agents, successors, and assignees shall be subject to and governed by this Agreement, which supersede any other understandings or writings between or among the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below, effective as of the beginning date set forth in Section 2 above.

ONTEORA CENTRAL SCHOOL DISTRICT

_____

By: Victoria McLaren
Title: Superintendent

Date: _____

COUNTY OF ULSTER

_____

By: Peter Criswell
Title: Chair, Ulster County Legislature

Date: _____

ULSTER COUNTY BOARD OF ELECTIONS

_____

By: John P. Quigley
Title: Commissioner of Elections

Date: _____

_____

By: Ashley Torres
Title: Commissioner of Elections

Date: _____

ONTEORA
CENTRAL SCHOOL DISTRICT

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

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

INDEPENDENT CONTRACTOR RETAINER

Name: Empowered Montessori LLC

Address: 127 Pearl St., Kingston, NY 12401

Telephone Number: 845.797.7484

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 ACADEMIC TUTOR effective 3/18/2026 to 6.30.26 at a rate of 150.00/HR per ~~day~~ to a maximum of $3204.00 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 that 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.

(Felipa Gaudet)

Signature — Date: 2-27-26

Empowered Montessori LLC - Felipa Gaudet — Print Name

[redacted] — Social Security Number or Federal Tax ID

FOR DISTRICT USE ONLY

Approved by: _____ Program Supervisor — Date: 3/4/26

Title I Grant — Program

F0021.26.3425
F0021.400.26 Title I — Budget Code

Approved by: _____ Superintendent of Schools — Date

*FOR PRIVATE SCHOOL PARTICIPATION TITLE I

Updated 08/31/2023

ZENA DEMOCRATIC

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: Nutty Scientists Hudson Valley

Address: PO Box 852 Rhinebeck, NY 12572

Telephone Number: 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 4/17/2026 to _____ at a rate of $375/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.

Signature _____ Date 03/09/26

Jessica Jacobsen — [redacted]

Print Name — Social Security Number or Federal Tax ID

FOR DISTRICT USE ONLY

Approved by: _____ (Program Supervisor) Date 3-9-26

"Ice Age" assembly — Program

A2110.402-07 — Budget Code

Approved by: _____ (Superintendent of Schools) Date _____

Updated 09/01/2023

LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of the ___ day of _____, 2026, by and between the Onteora Central School District ("District" or "Lessor"), a school district organized under the laws of the State of New York, having administrative offices at 4166 State Route 28, Boiceville, New York 12412, and Woodland Playhouse LLC ("Tenant" or "Lessee"), a New York limited liability company with offices at 5571 NY-28, Phoenicia, New York 12464.

WITNESSETH:

WHEREAS, the District owns certain real property with improvements thereon located at 11 School Lane, Phoenicia, New York, formerly known as Phoenicia Elementary School (the "School" or "Property"), which is not presently required for District instructional purposes; and

WHEREAS, the District is authorized pursuant to New York Education Law § 403-a to lease school property under appropriate circumstances; and

WHEREAS, Tenant operates Universal Pre-Kindergarten ("UPK") educational programming and related educational services; and

WHEREAS, the District desires to lease designated portions of the Property for such educational purposes and Tenant desires to lease such space;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Premises**. The District hereby leases to Tenant, and Tenant hereby leases from the District, designated portions of the School consisting of up to three (3) classrooms for instruction beginning _____ 2026 together with one classroom to be used as office space as more particularly described in Exhibit "A" attached hereto (collectively referred to as the "Tenant Space"). Tenant shall also have non-exclusive access to certain common and shared areas of the School, including hallways, restrooms, entryways, playground areas, parking areas, and outdoor facilities, subject to the reasonable scheduling, supervision, and operational control of the District (the "Shared Use Space"). On occasion, the tenant may access the cafeteria and/or gymnasium when outdoor spaces are unavailable due to weather, or for larger gatherings that have been pre-approved by the District. The tenant may also access additional outdoor spaces at their discretion based on the conditions of the spaces. The District will not be responsible for maintaining these additional areas such as the nature trail for the use of the tenant. Other outside entities may also be approved to utilize outdoor areas such as the softball field and these entities will take precedence. The Tenant Space and Shared Use Space shall collectively be referred to herein as the "Leased Premises."

2. **Term**. The Leased Premises are leased to Tenant subject to all terms, covenants, and conditions contained in this Lease for a term commencing _____ 2026 and ending June 30, 2027 (the "Initial Term"). The parties may renew this Lease for additional terms upon mutual written agreement,

provided that either party seeking renewal shall provide written notice of its intent to renew not less than ninety (90) days prior to the expiration of the then-current term.

3. **Use and Occupancy**.

   a. Tenant shall use the Leased Premises solely for the operation of Woodland Playhouse and for related administrative and support functions. Tenant shall not change the use of the Leased Premises without the prior written consent of the District.

   b. Tenant shall be solely responsible for the operation and supervision of its program, including staffing, payroll, student supervision, curriculum delivery, instructional supplies, parent communications, and all educational services required by applicable UPK regulations. Tenant shall provide adequate supervision of all students, staff, volunteers, and visitors associated with its program.

   c. Tenant shall operate its program in accordance with District building schedules, safety procedures, and emergency closure determinations, including snow days or other building closures, unless otherwise approved in writing by the District. Tenant's use of the Leased Premises during evenings, school recesses, or vacation periods shall be subject to advance written approval by the District, either via a calendar of events, or notice if it is not on the calendar, with dates and areas of use, and shall not interfere with District operations.

   d. Furniture, fixtures, equipment, and supplies furnished by either party shall remain the property of that party unless otherwise agreed in writing.

4. **Rental Fees**.

   Tenant shall remit to the District monthly rental payments in the amount of Nine Hundred Dollars ($900.00) per instructional classroom space occupied by Tenant. Tenant shall be permitted to utilize one (1) additional classroom for office purposes, which shall be deemed included within and covered by the total rental consideration set forth herein.

   a. In the event the number of classrooms occupied by Tenant changes during the Lease term, the rental obligation shall be adjusted proportionately.

   b. Failure of Tenant to pay rent when due shall constitute a material breach of this Lease.

5. **Utilities and Custodial Services**.

a. The District shall provide routine general building repairs, snow removal, lawn care, electricity, heat, and water for the Leased Premises. Appendix B lists in detail those items that are and are not included . Tenant shall maintain the cleanliness and orderly condition of its classrooms and other occupied and utilized spaces, including outdoor areas, during daily use and shall reimburse the District for any damage caused by Tenant, its employees, agents, students, or invitees beyond reasonable wear and tear.

b. Tenant shall be responsible for all costs associated with trash, recycling, pest control, telecommunications, internet service, instructional materials, cleaning and custodial supplies and program equipment.

c. Tenant must maintain NYSED fire code compliance in the utilized areas. All cloth or fabric furniture, carpets and curtains must have permanently attached certificate of fire resistance and all paths of egress shall remain unobstructed.

d. Tenant shall assume responsibility for ensuring the playground is safe for use on a day-to-day basis. Where appropriate, issues should be remediated by the tenant. Any concerns that the tenant is unable to remediate should be brought to the District's attention immediately.

6. **Repairs, Maintenance, and Capital Improvements**.

a. The District shall be responsible for structural repairs and exterior maintenance of the School, including but not limited to exterior walls, roof systems, heating and ventilation systems, plumbing, exterior doors and windows, and structural flooring.

b. Tenant shall not make any alterations, improvements, or modifications to the Leased Premises without prior written approval of the District. Tenant shall submit written plans and specifications for any proposed modification to the Assistant Superintendent for Business and shall obtain all required governmental approvals and permits at its own expense. Tenant shall be responsible for all costs associated with approved alterations. Painting of classroom spaces is permissible without prior approval, except for the exposed brick inside of classroom spaces.

c. Unless otherwise agreed in writing, all permanent improvements made to the Leased Premises shall become the property of the District.

d. Upon expiration or termination of this Lease, Tenant shall surrender the Leased Premises in substantially the same condition as existed at the commencement of occupancy, reasonable wear and tear excepted, and shall vacate the premises in broom-

clean condition. Tenant shall be responsible for reasonable costs incurred by the District to restore the premises if Tenant fails to comply with this requirement.

7. **Compliance With Law**.

a. The District represents that, to the best of its knowledge, the Leased Premises comply with applicable building and safety laws. Tenant agrees to comply with all applicable federal, state, and local laws, regulations, and public health requirements, including those governing Universal Pre-Kindergarten programs.

b. Tenant shall ensure that all employees and volunteers working with children have undergone all legally required background checks and screenings and shall provide certification of such compliance upon request by the District.

8. **Insurance**.

a. Tenant shall, at its own cost and expense, maintain insurance coverage naming the District as an additional insured. Such insurance shall be issued by a New York admitted insurer, shall provide not less than thirty (30) days written notice of cancellation, shall be primary and non-contributory, and shall include a waiver of subrogation in favor of the District.

b. Tenant shall maintain Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, Automobile Liability insurance with limits of not less than $1,000,000, Workers' Compensation coverage as required by law, and Umbrella or Excess Liability coverage with limits of not less than $2,000,000. Failure to procure and maintain such insurance constitutes a material breach of this Lease.

c. Certificates of insurance shall be provided to the District prior to occupancy. Failure to maintain required insurance shall constitute a material breach of this Lease.

9. **Indemnification**. Tenant agrees to defend, indemnify, and hold harmless the District, its Board of Education, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising from or related to Tenant's use or occupancy of the Leased Premises to the extent caused by the negligent or intentional acts or omissions of Tenant or its employees, agents, students, volunteers, or invitees. This obligation shall survive termination or expiration of this Lease.

10. **Termination**.

a. Either party may terminate this Lease upon ninety (90) days' written notice to the other party. Should Tenant terminate this Lease prior to the conclusion of the Initial Term, then it shall be responsible for the payment of any balances under paragraphs "4" and "5."

b. The District may further terminate this Lease upon written notice to Tenant if District enrollment increases requiring use of the Leased Premises for instructional purposes, if the District experiences unanticipated fiscal or operational facility needs, if safety concerns arise, or if Tenant materially breaches any term of this Lease. Except in cases of emergency or material breach, the District shall provide not less than ninety (90) days' written notice when terminating for facility or operational needs.

c. Tenant shall remain responsible for rent and other financial obligations through the effective date of termination.

11. **Assignment**. Tenant shall not assign this Lease or sublease the Leased Premises, in whole or in part, without prior written consent of the District.

12. **Right of Entry**. The District and its authorized representatives shall have the right to enter the Leased Premises at reasonable times for inspection, maintenance, repair, or emergency purposes, provided such entry does not unreasonably interfere with Tenant's program operations.

13. **Notice**. All notices required under this Lease shall be in writing and delivered by certified mail, return receipt requested, or by nationally recognized overnight delivery service, to the parties at the addresses set forth in this Lease, unless either party provides written notice of a change of address.

14. **Governing Law and Venue**. This Lease shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under this Lease shall be brought in Supreme Court, Ulster County.

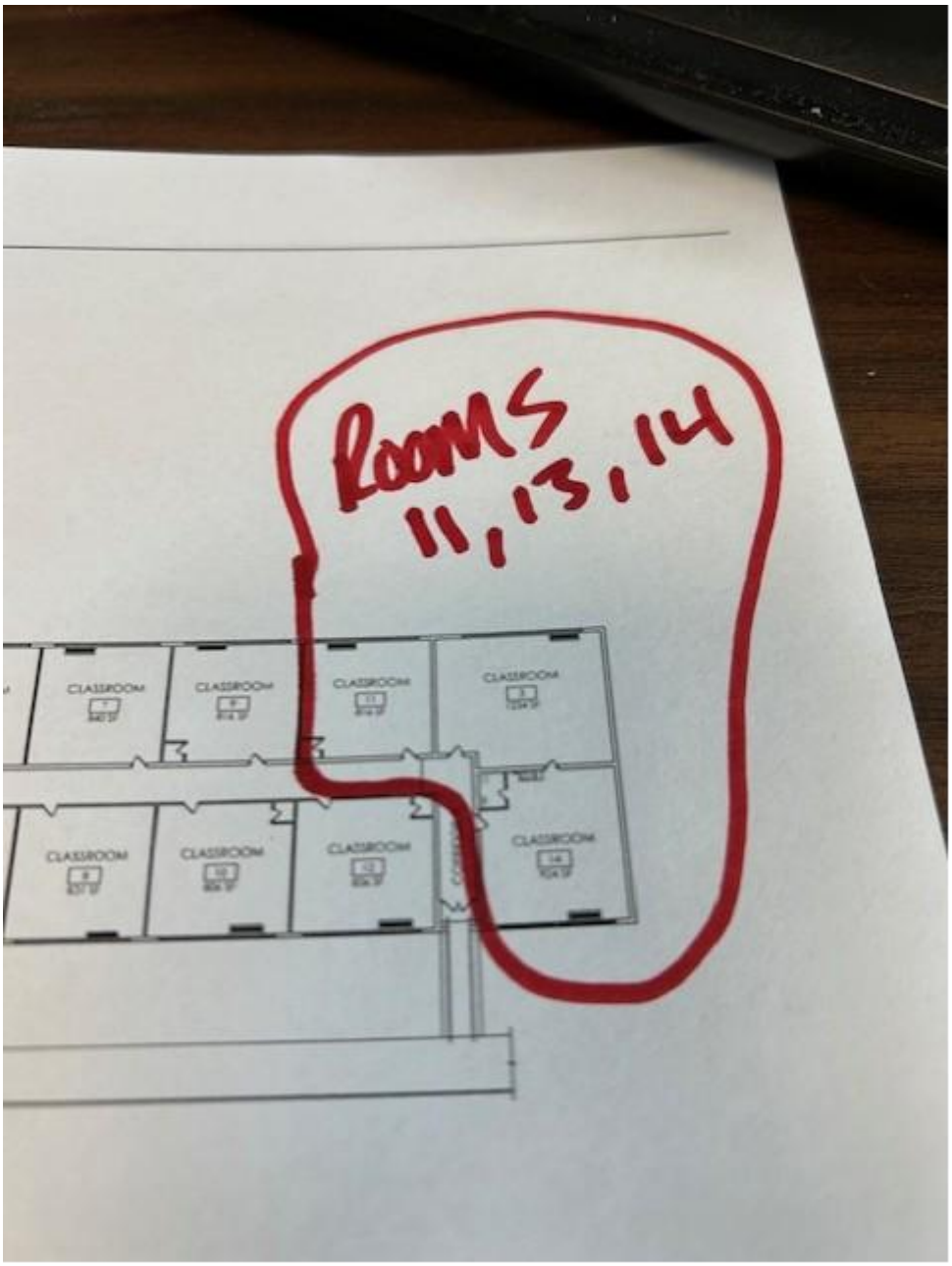
15. **Approvals Required**. This Lease shall be subject to approval by the District Board of Education. This Lease shall not become effective until all required approvals have been obtained.

16. **Entire Agreement**. This Lease constitutes the entire agreement between the parties and supersedes all prior discussions or agreements. This Lease may be modified only by written agreement signed by both parties. If any provision of this Lease is determined to be invalid, the remaining provisions shall remain in full force and effect.

LESSOR:	**LESSEE:**
ONTEORA CENTRAL SCHOOL DISTRICT	**WOODLAND PLAYHOUSE LLC**
By:_____	By:_____

Exhibit A

Indoor Space:



Outdoor Spaces:



Exhibit B

Utilities and Maintenance

Landlord Responsibilities

- **Electricity** – Provided by the District.
- **Oil (Heating Fuel)** – Provided by the District.
- **Water** – Provided by the District.
- **HVAC and Water System Maintenance** – Annual maintenance of classroom HVAC equipment and potable water filters will be performed by the District.

Tenant Responsibilities

- **Trash Removal** – Not provided by the District.
  Tenant must arrange for trash removal. All outdoor trash containers must be **bear-proof**.
- **Pest Control** – Not provided by the District.
  Tenant is responsible for pest control for both indoor and outdoor areas. **No pesticides, wasp spray, or bee spray may be used.**

Grounds and Exterior Maintenance

- **Snow Removal** –
  The District will remove snow from **parking lots and driveways after snowfall**. Snow removal will occur at **Bennett Elementary School first, followed by Phoenicia**.
  Snow removal **does not include sidewalks or building entrances**, which are the responsibility of the Tenant.

- **Lawn Care** –
  The District will perform **bi-weekly lawn mowing**. This service **does not include weed whacking, trimming, or landscaping**.

- **Playground –**
  The District will conduct **monthly** playground safety inspections. The Tenant is responsible for ensuring the condition of the playground is safe for use on a day-to-day basis and the **daily removal of trash** from the playground area.

AGREEMENT
BY AND BETWEEN
LIBERTY RESOURCES PSYCHOLOGY, PHYSICAL, OCCUPATIONAL AND SPEECH THERAPY PLLC
AND

Onteora Central School District

FOR THE PROVISION OF CONSULTANT TEACHER SERVICES

THIS AGREEMENT, is made effective April 1, **2026** by and between *Liberty Resources Psychology, Physical, Occupational and Speech Therapy, PLLC;* (hereinafter the "Agency"), a New York Corporation duly organized and existing under the New York State Business Corporations Law located at 1045 James Street, Syracuse, NY 13203 and Monroe Woodbury School District located at (hereinafter the "Facility").

WHEREAS, the Agency and its employees, agents and contractors possess certain special skills, experience, training, knowledge and qualifications necessary to provide related services to school age children with disabilities who, because of such disabilities require such related services, and;

WHEREAS, the Facility is in the business of providing educational services and has a need for persons possessing such skills, experience, training, knowledge and qualifications to provide related services to students enrolled in or attending school arranged through Facility, and;

WHEREAS, the Agency seeks to be retained by the Facility to assist the Facility in meeting such need and the Facility seeks to retain the Agency for such purpose under the terms and conditions set forth below:

IT IS HEREBY AGREED as follows:

I. **Nature of Services Provided:**
The Agency agrees to provide Consultant Teacher services (as noted in Schedule "A" below) for the Facility beginning on or about April 2026 and ending on or about June 2027 unless terminated sooner (hereinafter, the "Term"), on a month to month basis. Such services shall include, but not be limited to the following:

- Consultant Teacher Direct Service 2 x 30 minutes weekly
- Completion of progress notes, updates and communications as required by the student's IEP
- Participation in multi-disciplinary team meetings and assessments as requested by the Facility
- Attendance at CSE meetings

SCHEDULE "A"

Related Services:

Speech/Language Pathology

$35.00 per unit direct therapy (1 unit = 15 minutes)

Occupational Therapy

$35.00 per unit direct therapy (1 unit = 15 minutes)

Physical Therapy

$35.00 per unit direct therapy (1 unit = 15 minutes)

Special Education

Home Instruction/ABA

$25.00 per unit of direct therapy (1 unit = 15 minutes)

Evaluations

Psychological

$650.00 per evaluation

Speech Evaluation, Occupational Therapy Evaluation, Physical Therapy Evaluation

$350.00 per evaluation

Guidance Counseling

Social Work

$25.00 per unit of direct therapy (1 unit = 15 minutes)

Staff Training

Teacher Aides, Paraprofessionals and One to One Aides

$125.00 per person per day

II. **Payment for Services:**
If the Facility is dissatisfied with the service provided by the Agency and its employees, agents and contractors, (hereinafter "Service Providers"), the Agency will make every effort to assign a new provider.

The Facility agrees to compensate the Agency for services in accordance with Schedule "A". The Facility shall compensate for the time spent providing services set forth in Section "I".

The Agency shall submit an itemized invoice of services by the 5th day of each month with full payment due within 30 days of the date of such invoice.

If Agency personnel fail to show up for their scheduled shift there will be no charge to the Facility. If the Facility cancels the need for service, the Facility will not incur a charge.

Agency is responsible to incur costs such as transportation, personal equipment, and other related items.

III. **Nature of Relationship Created:**
The parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets and affairs. The Agency shall, in all respects and for all purposes, be

deemed an independent contractor of the Facility. This Agreement shall not be construed to create or imply any employment or agency relationship by and between the Agency and the Facility.

This Agreement shall not be construed for any purpose to create, imply or permit an employment relationship between the Agency's service providers and the Facility. Any person providing services to the Facility pursuant to Section "I" on behalf of the Agency shall be bound by the provisions of Section VII of this Agreement and in all cases shall remain an employee or agent of the Agency in the performance of his or her duties under this Agreement.

The Agency shall be responsible for all federal, state and local taxes, unemployment, worker's compensation and disability charges arising out of or relating to the performance of its Service Providers work for the Facility. The Agency is responsible for all penalties and interest related to failure to pay for such taxes.

IV. **Allocation and Release of Liability:**

In the event that the Facility is audited or investigated by any Federal, State or Local Department(s) of Education, any subdivision(s) thereof or any other agency(ies) with jurisdiction, and found to be lacking in its obligation under the law to implement IEP's for any reason whatsoever, including, but not limited to, the failure to provide for the appropriate levels of service, the Facility agrees to hold the Agency harmless and the Agency shall not be liable for any such failure on the part of the Facility. In the event that the Agency is subpoenaed or requested to provide testimony, documents or other information in connection with such audit or investigation, the Facility shall assume all costs associated with such audit(s), including all costs associated with the Agency's participation and cooperation in an audit or investigation.

V. **Insurance**

During the term of this Agreement, Agency shall maintain in full force and effect, at Agency's own expense, insurance coverage to include:

a. **Workers' Compensation and Professional Liability Insurance**
   i. Workers' Compensation insurance shall be provided as required by law or regulation
   ii. Professional Liability insurance shall be provided in amounts not less than $1,000,000 per occurrence/$2,000,000 aggregate

b. **General Liability Insurance**

Agency shall carry Commercial General Liability Insurance with limits of liability and coverage as indicated below:

   i. Commercial General Liability (Occurrence) policy limits shall not be less than $1,000,000 per occurrence; $1,000,000 Personal Injury Liability; $1,000,000 Aggregate for Products/Completed Operations and $1,000,000 General Aggregate.
   ii. Agency shall name Facility as an Additional Insured on a primary and non-contributory basis under the General Liability policy and the following language should be entered into the "Description of Operations" box on the Certificate of Liability Insurance ACORD 25 Form: "_____ ***shall be named as an Additional Insured on a Primary and Non-Contributory Basis under the General Liability Policy"***
   iii. The Additional Insured Endorsement shall be in the form of a CG 2010, CG 2026 or equivalent carrier form.

c. **Umbrella Insurance**

Agency shall carry Commercial Umbrella Liability Insurance with limits and coverage as indicated below:

   i. Commercial Umbrella Liability (Occurrence) policy limits shall not be less than $3,000,000 per occurrence; $3,000,000 Aggregate

d. **Certificates of Insurance**

i. Certificates of Insurance evidencing the required coverage and limits shall be furnished to the Facility upon written request.

e. Indemnification

i. The Facility shall protect, indemnify and hold harmless any employee or agent of the Agency against all costs, damages, and/or injury to his/her person or property which is/are incurred during the course of the performance of his/her duties under this Agreement and which is the result of any cause other than such employee's or Agent's negligence, malpractice, malfeasance or nonfeasance.

ii. Neither the Agency nor its employees or agent shall be liable to the Facility for any costs or damages to any persons or property arising out of or relating to the performance of duties by its service providers, which is not the direct result of negligence, malpractice, malfeasance or nonfeasance on the part of the Agency or its service providers.

iii. The Agency shall provide the Facility with prompt written notice of any incident, claims, settlement or judgment against that insurance which diminishes the protection of the Facility. The Agency shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

iv. To the fullest extent permitted by law and notwithstanding the limits of any policy or policies of insurance provided by the Agency pursuant to this Agreement, the Agency agrees to defend, indemnify and hold harmless the Facility, its officers, directors, employees and agents (collectively, the "Indemnities") from and against any and all claims, judgments, costs, awards, liability, losses, damages, actions, proceedings, demands, suits or expenses of any kind (including court costs and reasonable attorney fees) which the Indemnities may incur or suffer or be required to pay arising from directly or indirectly: (a) the Agency performance or failure to perform the work of this Agreement; or (b) any bodily injury, sickness, disease or death, or any economic injury, arising out of acts, omissions, or willful misconduct or negligence of the Agency or its affiliates, agents, officers, stockholders, trustees, directors, employees, or members except to the extent the Indemnity and Indemnification of such person is precluded by statute.

v. The terms of this paragraph shall survive the termination of this Agreement.

VI. **Confidentiality of Information:**

The Agency shall not be responsible for obtaining any necessary consents and releases from the parents of the student(s) being served under this Agreement where such consents and releases are required by law for the release of records to the Agency; nor will the Agency be liable in any way for the Facility's failure to obtain necessary consents and/or releases. The Agency warrants and agrees that it shall not disclose to any third party information which is deemed by any law to be confidential, without written consent. A Business Associates Agreement is attached hereto and made a part of this Agreement.

VII. **Warranties and Representations:**

The Agency warrants that all Service Providers shall be appropriately certified and/or licensed by the State of New York to perform the services for which they are assigned. Copies of such licenses shall be provided to the Facility upon request. The Agency further warrants that all services under this Agreement shall be provided by Service Providers in accordance with the accepted professional and ethical standards and guidelines promulgated by the relevant professional associations and the New York State Education Department or other state agency with jurisdiction and oversight of the relevant profession.

The Facility warrants that it does not discriminate and will not require or ask the Agency to discriminate in the provision of any services on the basis of race, color, creed, gender, sexual orientation, military or veteran status, natural origin, age, disability, socio-economic status, or source of payment.

The Agency Service Providers must be licensed through NYS; cleared through NYS Central Registry; vaccinated; and, bloodborne pathogen trained.

VIII. **Non-Solicitation:**
The Facility agrees that its agents and employees will not solicit, seek to hire, recruit or hire any of the Agency's Service Providers who provide service under this Agreement during the term of this Agreement and for a period of two (2) years from the expiration date of this Agreement or any extension thereof.

IX. **Facilities and Assistance:**
The Agency shall be furnished with appropriate space for the performance of services to be provided pursuant to this Agreement.

X. **Records and Reports:**
All records connected or made in the course of providing services to the Facility shall be provided to the Facility and the Agency shall not tamper or interfere with such records nor copy or transport same except in furtherance of the business of the Facility or other legitimate purposes. The Agency agrees to provide the Facility with all reports, information, or other data requested by the Facility relating to any of the services provided by the Agency pursuant to this Agreement. All student records are confidential.

XI. **Termination:**
This Agreement may be terminated by either party hereto by giving the other party at least thirty (30) days advance written notice of termination delivered personally or by United States Postal Service certified mail, return receipt requested, at that party's address noted above, or to such other address as may be designated in writing by such party. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate automatically upon the occurrence of any one of the following events:

a. Upon cancellation of expiration of the Agency's malpractice insurance coverage, if applicable.
b. Upon the revocation of any license held by the Agency required by law to perform any of the services specified, if applicable.

XII. **Entire Agreement/Amendments:**
This Agreement contains the entire Agreement between the parties with respect to the matters covered herein and there are no other written or oral understandings or agreements with respect to the matters covered herein and there are no other written or oral understandings or agreements with respect thereto. This Agreement, including Schedule A, shall not be modified or amended except by written agreement signed by both parties hereto.

XIII. **Waiver:**
No waiver of any of the provisions of the Agreement or any of the rights or remedies of the parties hereto shall be valid, except if the same were in writing and signed by the party charged therewith. A waiver of any one or more of the provisions hereof shall be limited to the particular instance specified in such writing and shall be construed as if the unenforceable or invalid provisions were not contained herein.

XIV. **Partial Invalidity:**
If any provision of the Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Agreement which shall be enforceable and this Agreement shall be construed as if the unenforceable or invalid provisions were not contained herein.

XV. **Headings:**
The headings of the paragraphs herein are inserted for convenience only and do not constitute any part of this Agreement.

XVI. **New York Law:**
This Agreement shall be construed in accordance with the laws and regulations of the State of New York without regards to its conflict of laws and rules.

XVII. **Federal and State Compliance:**
The Agency agrees to comply with all pertinent provisions of federal, state and local statutes, rules and regulations. All personnel will abide by the Facility's policies, procedures and regulations.

XVIII. **Non- Assignability:**
This Agreement shall not be assignable or transferable by either party hereto.

By the Facility;	By the Agency;
	LIBERTY RESOURCES PSYCHOLOGY, PHYSICAL, OCCUPATIONAL AND SPEECH THERAPY, PLLC
BY:	BY: Laura E. Zaferakis, MS, BCBA/A.
	Laura E. Zaferakis, M.S., Spec.Ed., CAS Ed.A.
_____	_____
Signature	Signature
_____	Laura Zaferakis
Print Name	Print Name
_____	Vice President
Position/Title	Position/Title
DATE: _____	DATE: 3/4/2026

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is effective as of April 2026 (the "Agreement Effective Date") by and between June 2027 ("Covered Entity") and Liberty Resources Psychology, Physical, Occupational and Speech Therapy, PLLC ("Business Associate").

1. Definitions

a. "*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

b. "*HIPAA Regulations*" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164.

c. Any terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA and the HIPAA Regulations.

2. Status of Parties

Liberty Resources hereby acknowledges and agrees that it is a covered entity and that Liberty Resources Psychology, Physical, Occupational and Speech Therapy, PLLC is a business associate under the HIPAA Regulations.

3. Obligations and Activities of Business Associate

a. *Use or Disclosure.* Business Associate agrees to not use or further disclose protected health information (PHI) created or received by Business Associate from, or on behalf of, covered entity other than as expressly permitted or required by the Agreement or as required by law.

Business Associate shall not, without the prior written consent of Covered Entity, disclose any Protected Health Information on the basis that such disclosure is required by law, without first notifying Covered Entity so that Covered Entity shall have an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, Business Associate shall refrain from disclosing the Protected Health Information until Covered Entity has exhausted all alternatives for relief. Business Associate shall require reasonable assurances from persons receiving Protected Health Information that such persons will provide Covered Entity with similar

notice and opportunity to object before disclosing Protected Health Information on the basis that such disclosure is required by law.

b. *Safeguards.* Business Associate agrees to use appropriate safeguards to prevent any use or disclosure of the Protected Health Information other than uses and disclosures expressly provided for by this Agreement.

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

d. *Reporting.* Business Associate agrees to report to covered entity any use or disclosure of the Protected Health Information in violation of this Agreement within 24 hours.

e. *Subcontractors and Agents.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. *Access.* When requested by Covered Entity, Business Associate agrees to provide access to Protected Health Information in a designated record set to Covered Entity or to an individual in order to comply with the requirements under 45 C.F.R. § 164.524 and the policies of Covered Entity. Such access shall be provided by Business Associate in the time and manner designated by Covered Entity.

g. *Amendment.* When requested by Covered Entity or an individual, Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 and the policies of Covered Entity. Such amendments shall be made by Business Associate in the time and manner designated by Covered Entity.

h. *Audit and Inspection.* Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to Covered Entity, or, at the request of Covered Entity, to the Secretary of Health and Human Services (the "Secretary of HHS") or any officer or employee of HHS to whom the Secretary of HHS has delegated such authority for the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations. Such information shall be made available in a time and manner designated by Covered Entity or the Secretary of HHS.

i. *Documentation of Disclosures.* Business Associate agrees to document such disclosures of Protected Health Information, and such information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and the policies of Covered Entity.

j. *Accounting.* Business Associate agrees to provide to Covered Entity, or an individual, information collected in accordance with Section 3.i. of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and the policies of Covered Entity. Such information shall be provided in a time and manner designated by Covered Entity.

In the event that any individual requests access to, amendment of, or accounting of Protected Health Information directly from Business Associate, Business Associate shall within two (2) days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or Business Associate to violate HIPAA or the HIPAA Regulations, Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

4. Permitted Uses and Disclosures by Business Associate

a. *General Use and Disclosure Provisions.* Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity in connection with the performance of the services listed in Exhibit A of the Agreement if such use or disclosure of Protected Health Information would not violate HIPAA or the HIPAA Regulations if done by Covered Entity or such use or disclosure is expressly permitted under Section 4.b. of this Agreement.

Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure and re-disclosure requirements of 10 NYCRR Part 63.]

Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality and disclosure requirements of 14 NYCRR Part 309 and Part 1072. Business Associate further agrees to access HIV-related information only in accordance with Covered Entity's policies and participate in training and education consistent with the requirements of 14 NYCRR Part 309 and Part 1072.]

b. *Specific Use and Disclosure Provisions.*

(1) Except as otherwise limited in this Agreement, Business Associate may use and disclose Protected Health Information for the proper management and administration of the Business Associate or to meet its legal responsibilities; provided, however, that such Protected Health Information may be disclosed for such purposes only if the disclosures are required by law or the Business Associate obtains certain reasonable assurances from the person to whom the information is disclosed. The required reasonable assurances are that:

(a) the information will remain confidential;

(b) the information will be used or further disclosed only as required by law or for the purpose for which the information was disclosed to the person; and

(c) the person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(2) [Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B). Data aggregation services involve the combining by the Business Associate of (a) Protected Health Information created or received by a Business Associate in its capacity as the Business Associate of a Covered entity with (b) Protected Health Information received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.]

5. Obligations of Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Regulations if done by Covered Entity or that is not otherwise expressly permitted under Section 4 of this Agreement.

6. Term and Termination

a. *Term*. This Agreement shall be effective as of the Agreement Effective Date and shall continue until the Agreement is terminated in accordance with the provisions of Section 6.b. or 7.b. hereof between the parties terminates.

b. *Termination for Cause*. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, in its sole discretion, either (1) provide Business Associate with notice of and an opportunity to cure such breach and then terminate this Agreement if Business Associate does not cure the breach within time period specified by Covered Entity, or (2) terminate this Agreement immediately.

c. *Effect of Termination*.

(1) Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7. Miscellaneous

a. *Regulatory References*. A reference in this Agreement to a section in HIPAA or the HIPAA Regulations means the section as in effect or as amended from time to time, and for which compliance is required.

b. *Amendment*. Covered Entity and Business Associate agree that amendment of this Agreement may be required to ensure that Covered Entity and Business Associate comply with changes in state and federal laws and regulations relating to the privacy, security and confidentiality of Protected Health Information. Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event that Business Associate does not promptly enter into an amendment that Covered Entity, in its sole discretion, deems sufficient to ensure that Covered Entity will be able to comply with such laws and regulations.

c. *Survival.* The respective rights and obligations of Business Associate under Sections 6.c., 7.f. and 7.g. of this Agreement shall survive the termination of this Agreement.

d. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with applicable law protecting the privacy, security and confidentiality of Protected Health Information, including, but not limited to, HIPAA and the HIPAA Regulations.

e. *State Law.* Nothing in this Agreement shall be construed to require Business Associate to use or disclose Protected Health Information without a written authorization from an individual who is a subject of the Protected Health Information, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

f. *Injunctions.* Covered Entity and Business Associate agree that any violation by Business Associate of any of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law, in equity, or under this Agreement, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to any violation by Business Associate of any of the provisions of this Agreement, or any explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.

g. *Indemnification.* Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of Business Associate in connection with the representations, duties and obligations of Business Associate under this Agreement.

h. *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

i. *Primacy.* To the extent that any provisions of this Agreement conflict with the provisions of any other agreement or understanding between the parties, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

Liberty Resources Psychology, Physical,

Occupational and Speech Therapy, PLLC

Laura E. Zaferakis, MS Ed, CAS Ed.A. 3/4/24

~~Laura E. Zaferakis, M.S., Spec.Ed., CAS Ed.A.~~

Signature of Authorized Representative

Name: Laura Zaferakis

Title: Vice President

Signature of Authorized Representative

Name: _____

Title: _____

MHIS
Mid-Hudson Interpreter Service

A Program of Taconic Resources for Independence, Inc.

Providing effective communication and advocacy for the Deaf and Hard of Hearing since 1989

AGREEMENT FOR AMERICAN SIGN LANGUAGE/ENGLISH INTERPRETING SERVICES
EDUCATION K-12

This agreement entered into by and between Taconic Resources for Independence, Inc. and the program of Mid-Hudson Interpreter Service, hereinafter referred to as "MHIS" and **Onteora Central School District**, hereinafter referred to as "Customer".

Dates of Service are from**: July 1, 2026 through June 30, 2027**

**Be advised; rates valid for 30 days. The timely return of signed agreement ensures retention of rates enclosed for above dates.

SCOPE OF SERVICES:

To provide effective communication utilizing but not limited to: Sign/Visual Language(s), Oral, Remote, and/or Tactile methods of interpreting services. MHIS is available seven (7) days a week. Requests shall be made with a recommended ten (10) days' notice. MHIS shall use its best effort to provide communication services when requested for any and all appointments. MHIS shall serve as the contact to all parties via various communication modes or at person-to-person meetings. MHIS shall process related documents and payment to the interpreters.

1. REQUEST INFORMATION:

1.1 Customer shall request interpreting services directly to MHIS at 845-452-3913 extension 102. Emergency requests, or any request being less than three (3) full business days' notice, shall be made by contacting the MHIS office telephone number or if after business hours by calling the on-call telephone number at 845-797-3799.

1.2 Prior to providing interpreting services, a fully executed contract must be on file at the MHIS office. A request for information to adequately prepare the agency and the interpreter(s) shall be required. The MHIS staff will request the following information including, but not limited to, the date(s) beginning and approximate ending time(s), address and location(s), description of assignment, requester's name and contact information, communication mode, copies of any written materials, and knowledge of any audio and/or visual equipment to be used.

2. ASSIGNMENT LENGTH:

2.1 The requested, scheduled, or reserved timeframe is the billable time, to the next full hour, when outside of the 2-hour minimum Appearance Fee. For assignment(s) exceeding the requested time, the interpreter(s) shall have the option to remain or depart at the designated ending time. Upon the interpreter(s) remaining beyond the initial requested end time, additional hourly rates shall be charged in accordance with the terms and conditions stated below. If the assignment ends early, the billable time is still the full reserved timeframe.

3. RATES:

3.1 Rates shall be paid to MHIS in accordance with the following service schedule. A two (2) hour minimum Appearance Fee is required for all services per interpreter. Hourly rates are per interpreter.

3.2 Emergency Services and Rework Services: Service requests with less than three (3) full business days' notice and/or rework of services previously confirmed, with less than three (3) full business days' notice, will incur an additional Fifteen Dollars ($15.00) per hour to all rates listed in section 3.

3.3 SINGLE DAY & SUB ASSIGNMENTS: Being two (2) days or less per week and any meetings and after school activities and last minute interpreter substitutes:

Weekday services (8:00am to 5:00pm): Ninety-Five Dollars ($95.00) per hour, or any part thereof.
Weeknights (5:00pm to 8:00am), Weekends & Holidays (8:00am to 5:00pm): One Hundred and Five Dollars ($105.00) per hour, or any part thereof.
Weekends & Holidays (5:00pm to 8:00am): One Hundred Fifteen Dollars ($115.00) per hour or any part thereof.

3.4 MULTIPLE DAY ASSIGNMENTS: Applies to Classes/Student(s) schedules which consist of a minimum of three (3) days per week.

Weekday services (8:00am to 5:00pm): Eighty-Five Dollars ($85.00) per hour, or any part thereof.
Weeknights (5:00pm to 8:00am), Weekends & Holidays (8:00am to 5:00pm): Ninety-Five Dollars ($95.00) per hour, or any part thereof.
Weekends & Holidays (5:00pm to 8:00am): One Hundred and Five Dollars ($105.00) per hour, or any part thereof.

3.4.1 Prep Time: If prep time is needed, up to 2 hours of prep time may be billed at the above rates per interpreter.

3.4.2 Applied Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus/Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, Christmas Day

3.5 TRAVEL: Hourly fees for travel, coinciding with the above rates, shall apply when travel is forty-five (45) clock minutes or more, one way, from the interpreter's base to the requested location. Qualified local interpreters will always be the first contacted.

3.6 LEGAL RATE: Should the assignment involve any legal proceedings or legal type meetings, all above rates would increase by Ten Dollars ($10.00) per hour, per interpreter to allow for the specialized interpreting that would be involved in the assignment.

3.7 Team/Solo Interpreting: There are times when a job requires two or more interpreters due to circumstances, time, and content. In some instances, the additional interpreter is not available or cancels at the last minute. In such a case, the other team member may agree to take on the strenuous work solo, and the customer will be billed an additional $10 to $25 per hour for that interpreter based on the complexity of the assignment.

3.8 Hotel Accommodation: When local interpreter(s) are not available, there may be a need to reach out to

interpreters outside of the local area. When this is the case and an interpreter is working multiple days such as a conference, workshops, etc., the Customer will be responsible for the cost incurred of a reasonable hotel for the interpreter(s) in the execution of the interpreting services.

4. CANCELLATION POLICY: Emergency Cancellations: ***Should the Customer need to cancel an assignment with less than 3 full business days' notice, the Customer must call the 24-hour Emergency # 845-797-3799 and also call 845-452-3913 Ext. 102 to leave a detailed message and to ensure cancellation was received in time. Otherwise, an email to MHIS@taconicresources.org or calling either phone numbers are acceptable for any non-emergency cancellation with more than 72 business hours' notice.

4.1 Cancellation of Single Day Assignments: When cancellation notice is given to the MHIS office with less than three (3) full business days prior to the confirmed scheduled assignment, full payment, per interpreter, shall be made to MHIS.
4.2 Cancellation of Multiple Day Assignments: When cancellation notice is given to the MHIS office with less than five (5) full business days prior to the confirmed scheduled assignments, full payment, per interpreter, shall be made to MHIS of the full five (5) business days that immediately follow, and include, the first cancelled date of the assignment(s).

Example: Cancellation received on a Monday for a class(es) scheduled on the following Monday would incur no charges, whereas if the cancellation for the same class(es) were to be received on the Tuesday prior to classes on the following Monday, five (5) days of the scheduled classes would be billable in full.

4.3 WEATHER: In the event of inclement weather cancellations, the Customer will be charged for the entire scheduled time if the cancellation is not made to MHIS by the Customer prior to interpreter leaving their base for the scheduled assignment. MHIS reserves the right to cancel due to inclement weather or catastrophic event, and in such event MHIS shall have no liability under this contract beyond providing similar substitute Services at another mutually agreeable time and place.

4.4 MHIS reserves the right to charge for the full assignment time upon untimely notices. Upon the interpreter(s) arrival on site for the assignment and if any party does not arrive for any reason after thirty (30) minutes of the starting time, the interpreter(s) shall have the option to depart and charge for the entire scheduled time.

5. BILLING:

5.1. MHIS will invoice Customer who will be responsible for full payment of invoice to MHIS. MHIS will not split invoices between requesting Customer and other entities. All payments shall be made by check and payable to "Mid-Hudson Interpreter Service" or via direct deposit (ACH/EFT). MHIS invoice numbers shall be noted on all checks/payments. Send payment to Attention: Financial Director. Payment shall be due in NET 30 Days. A Rebilling Fee of Ten Dollars ($10.00) per each month delinquent will be applied to all invoices that are 30 days or more past due. Customer shall be liable for all legal and collection fees.

5.2. Surcharges to Consumer: The cost of Interpreting Services cannot be billed or transferred in any way to the consumer as per Title II of the Americans with Disabilities Act II-3.5400, which states as follows: "Surcharges: Although compliance may result in some additional cost, a public entity may not place a surcharge only on particular

individuals with disabilities or groups of individuals with disabilities to cover these expenses."

6. INTERPRETERS: All Private Practice Interpreters (PPI) set their own availability with our agency.

6.1. Interpreter(s) shall be selected at the discretion of the MHIS staff. Customer will be notified prior to confirming any assignment if more than one interpreter will be required to accommodate a request. The decision to use a team rather than an individual interpreter is based on a number of factors, including, but not limited to: the length and/or complexity of the assignment, the unique needs of the persons being served, the physical and emotional dynamics of the setting, and avoidance of repetitive stress injuries (RSIs) for interpreters.

6.2 In the event the Customer requires that interpreters provide evidence/undergo specific clearance procedures (e.g. medical testing, physical exams, fingerprinting, background checks, etc.) as an additional condition to performing services pursuant to this Agreement, (i) the requirement for such clearance procedures shall be disclosed not less than sixty (60) days in advance to MHIS, and (ii) the cost of any such procedures shall be at the sole expense of Customer and not MHIS or the individual interpreter.

6.3 INTERN / MENTOR / MENTEE PROGRAM:

INTERNS - Occasionally TRI/MHIS will work with college students studying to become Sign Language Interpreters by allowing them to intern with our agency by shadowing Interpreters on our roster. These interns would be passively observing scheduled interpreters during appointments.

MENTEE/MENTOR - Occasionally, TRI/MHIS will work with college students studying to become Sign Language Interpreters. These students are required to complete a number of practical interpreting hours while supervised by a Certified Interpreter acting as their Mentor. The student would be actively interpreting while under the guidance and supervision of their assigned Mentor.

Interns and Mentees working with MHIS and the MHIS office personnel strictly follow and adhere to HIPAA, Parent's Bill of Rights, RID Code of Ethics and confidentiality guidelines regarding the privacy of all information whether verbal, written or digital from their Educational Institution as well as MHIS.
There is no additional fee associated with this program should you decide to Opt In. Indicate preference on signature page.

7. CONFIDENTIALITY:

7.1 All PPIs working with MHIS and the MHIS office personnel strictly follow and adhere to HIPAA, Parent's Bill of Rights, RID Code of Ethics, and confidentiality guidelines regarding the privacy of all information whether verbal, written or digital.
7.2 All MHIS Interpreters receive a background check before being placed on our roster. Educational Interpreters are fingerprinted at their expense before being placed in educational settings.

8. CONTRACT TERMS:

8.1 Policies are subject to change. Any changes in the terms and conditions of this contract shall be subject to written

approval by all respective parties acknowledging acceptance.

9. TERMINATION OF CONTRACT:

9.1 NON-COMPETE: Customer agrees not to privately contract and/or hire any of the interpreter(s) that were previously provided by MHIS during the period of this agreement and for one year after termination of this agreement.

9.2 This agreement may be terminated by either party upon thirty (30) days written notice. The completion and return of this contract constitute an agreement to follow its policies. This Agreement shall be effective for an initial period of one (1) year and may renew for subsequent terms of one (1) calendar year in duration with a fully executed Renewal Agreement, unless terminated by either party as provided in this Agreement, or a change is submitted in writing by MHIS.

10. INDEMNITY:

10.1 Each party shall indemnify and hold harmless the other party, its directors, officers, and employees from any and all claims or other loss that may arise from or are in connection with the indemnifying party's negligence, willful misconduct or breach of this Agreement, except to the extent that such loss was caused by the negligence, willful misconduct, or breach of the other party.

11. TRAINING:

11.1 As a customer of MHIS we offer educational trainings free of charge to your employees. Our trainings are focused on creating an understanding of working with the Deaf/Hard of Hearing community and how the Americans with Disabilities Act (ADA) is applicable to them. Should you be interested in these trainings, please reach out to our Program Director at 845-452-3913 x103 or J.byrnes@taconicresources.org .

12. DEAF CONSUMER DIRECTORY

12.1 The Deaf/Hard of Hearing Community has difficulty finding organizations that understand the need for effective communication. TRI/MHIS has put together a list of organizations that provide sign language interpreters through our agency to better help the community know who provides services in their language.

As a MHIS customer, we will include your organization in our Deaf Consumer Directory as an entity that provides sign language interpreters. if you prefer to be removed from this Directory, please contact our Program Director, Jeanine Byrnes at j.byrnes@taconicresources.org

I have read, understand, and hereby agree to all terms and conditions of the contract stated within.

_____ _____

Authorized Customer Signature Date

_____ _____

Print Name & Title

Email address

_____

Company/Agency Name

_____

Email Invoices: Attention to (if different than above)

_____

Address

_____

Phone

_____

Town/City, State, Zip Code

Please indicate your Intern / Mentee preference below from item #6.3:

_____ Opt In – We welcome student Interns

_____ Opt Out – We prefer not to have student Interns

_____

Information below is for TRI/MHIS administration only

_____

Licia A. Valleau - MHIS Contract Manager

_____

Date

_____

Marco Ingoglia – Executive Director

_____

Date

Rev. 8/2025

Center for Universal Education at BROOKINGS

REPORT SUMMARY

A NEW DIRECTION FOR STUDENTS IN AN AI WORLD: PROSPER, PREPARE, PROTECT

REPORT SUMMARY

A yearlong study by the Center for Universal Education at the Brookings Institution finds that, given the current trajectory of generative artificial intelligence (AI) and its implementation and use, the potential risks to students overshadow the benefits. But it's not too late to bend the arc of AI use to enrich, rather than diminish, student learning and development. The report, "A new direction for students in an AI world: Prosper, Prepare, Protect" offers a framework for action for all actors from schools to companies and governments to families. This brief provides an overview of the main findings and recommendations of the report.

A premortem on AI and students' learning and development

In November 2022, OpenAI released its frontier Large Language Model (LLM), ChatGPT. Within five days, ChatGPT had five million users. Within two months, that number swelled to 100 million monthly active users. By August 2025, 700 million users across the globe were using ChatGPT.[1] Many of those users are students harnessing LLMs for brainstorming, tutoring, creating, and learning; to work better and faster; and, crucially, to outsource their thinking.

Since the debut of this most common form of generative artificial intelligence, referred to here as "AI," the education community has been debating its promises and perils.

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Rather than wait for a decade to conduct a postmortem on the failures and opportunities of AI, the Brookings Institution's Center for Universal Education embarked on a yearlong global study—a premortem—on generative AI focused on answering the following two research questions:

- What are the potential negative risks that generative AI poses to the education of children and youth?
- Assuming these potential risks, what can we begin to do now to prevent them while maximizing the potential benefits of AI?

This premortem encompassed interviews, focus groups, and consultations with 505 students, teachers, parents, education leaders, and technologists across 50 countries. Our findings are based on their experiences with AI, a close review of over 400 studies, and a Delphi panel. Given the emergent nature of the field and the need to shed light on how AI is being implemented in education, children's experiences and those of the adults around them are the focal point. We share our insights not as the final word on AI and education, but as a first vision of where we are already heading.

Goals of our report

Our report aims to help readers from many fields understand the current landscape of benefits and risks of AI in children's education and help them identify concrete actions they can take to leverage AI for transformational benefits for students' learning and development. Ultimately, the trajectory of AI will be determined not by fatalism or passive acceptance, but by the deliberate choices and sustained efforts of all of us working together to bend the arc of AI implementation toward educational experiences that help all children flourish academically, socially, and civically.

Foundational premises of our report

Our report is grounded in three critical premises that shape our findings and recommendations.

First, a core premise of this study is that *children's learning* is fueled by social relationships and their holistic development.[2] Decades of research in developmental science demonstrates that children's ability to learn—including in formal schooling—is shaped by the interconnected growth of their cognitive, social, and emotional capacities. These domains are mutually reinforcing: language and executive-function skills support social interaction; emotional regulation influences attention and persistence; social relationships fuel motivation and meaning-making. Learning, therefore, cannot be separated from the broader developmental systems in which children grow.[3] Hence, we have examined here the role of AI on children's cognitive, social, and emotional development both in and out of school, which includes their growing interaction with AI friends.

Second, *schools* serve multiple, interrelated purposes in children's lives and in society. While they are widely understood as places for academic learning, they are also central spaces for social development, personal growth, and learning how to live in a diverse community. In school, children learn to understand others' perspectives, collaborate, negotiate differences, and build the social and emotional skills needed to participate in diverse communities. At the same time, schools are environments where children can develop capacities that prepare them for future work, meaningful life pathways, and participation in civic life. Schools can provide stability, routine, and care; support children's well-being; and enable parents' labor-force participation.[4] Thus, we broadly examine AI in terms of the role schools play in academic, developmental, social, civic, and economic roles — all of which are deeply intertwined in children's everyday educational experiences.

Finally, *technology* has long been heralded as inherently "transforming" education—a means to overcome existing constraints in the education system. The prevailing narrative suggests that the very adoption and use of technology represent innovation and progress, with the implication that schools and students who do not use these tools will suffer academically, vocationally, and personally. This same rhetoric now drives the adoption and use of AI in schools.[5]

However, decades of investment and implementation have demonstrated that technology's educational benefits have been mixed at best.[6] Multiple rigorous cross-national studies have shown that education systems investing heavily in technology do not necessarily experience improved teaching and learning outcomes.[7] The mobile broadband example illustrates this pattern—while Internet expansion correlates with economic development, a study of 2.5 million 15-year-olds from 82 countries suggests that the rollout of 3G coverage from 2000-2018 produced statistically significant declines in math, reading, and science scores, as well as students' social relationships and sense of belonging.[8] Rhetoric arguing that technology adoption in and of itself represents innovation and progress is not only false but undermines society's ability to discern how to effectively harness AI to advance children's education.[9]

Research indicates that technology contributes most effectively to educational improvement when embedded within carefully designed and implemented strategies.[10] This requires several conditions. Tools and platforms must be designed ethically and responsibly, grounded in the learning sciences. Schools and families must work in partnership to ensure that children's AI use supports—not harms—their learning and development. AI tools must support human relationships, including the teacher-student relationship, using sound pedagogical practices designed to augment, rather than substitute, student learning. Finally, educators and students must remain aware of both the benefits and harms these technologies present. When these conditions align, AI has the potential to meaningfully enhance educational outcomes while minimizing risks to learners. This conceptual grounding provides valuable guidance for understanding and discussing AI in educational contexts.

The challenge of analysis

Analyzing a nascent and dynamic innovation like AI presents distinct challenges. The technology's rapid evolution, its sui generis nature, and the absence of extensive precedents make establishing stable frames of reference or accurate predictions of benefits or harms difficult. We are operating within a context of scarcity of rigorous and longitudinal research evidence on the effects of AI in education on student learning and well-being. None of us, not even AI's creators, can predict its potential dangers or benefits with complete accuracy. While new developments will inevitably render some information in our report moot by the time of publication, the data presented remains acutely relevant for this critical juncture in AI's development. Accepting uncertainty and incorporating it into our reasoning allows us to speak wisely about what we observe and to better prepare educational environments for both the opportunities and challenges that generative AI brings.

Currently, the risks of AI overshadow the benefits

Given the trajectory of AI's implementation and use at this point in time, our report identifies two potential outcomes:

Potential outcome 1: AI-enriched learning experiences. In communities with access to AI, well-designed AI tools and platforms can offer students a number of learning benefits *if* deployed as a part of an overall, pedagogically sound approach. AI can also expand access to education for students who were previously excluded from teaching and learning experiences. In schooling, AI enriches learning when it expands and deepens the capabilities of—and interactions between—students, teachers, and content, which are at the heart of education. AI tools explicitly designed to support the learning of children and youth, including experiences bounded by accurate content and safety guardrails, can foster enriched learning experiences.

Potential outcome 2: AI-diminished learning experiences. In communities with regular access to AI, overreliance on these tools and platforms can put children and youth's fundamental learning capacity at risk. These risks can impact students' capacity to learn, their social and emotional well-being, their trusting relationships with teachers and peers, and their safety and privacy. Indiscriminate AI implementation also risks exacerbating social divides. In schooling, AI diminishes learning when it restricts and weakens the capabilities of—and interactions between—actors in the instructional core, namely students, teachers, and content. AI tools designed for the general public, with limited safeguards and a risk of inaccurate information, can lead to diminished learning experiences.

Ultimately, we find that at this point in its trajectory, *the risks of utilizing AI in education overshadow its benefits.* This is largely because the risks of AI differ in nature from its benefits—that is, these risks undermine children's foundational development. For example, when trust between students and teachers is diminished—a current risk of AI implementation—the benefits of AI-enriched teaching and learning materials cannot be fully realized. Understanding the distinction between enriched and diminished learning experiences is an important first step toward mitigating AI's risks and harnessing its benefits in education.

It's not too late: Recommendations for action

Above all, our report is a call to action. While AI's potential negative risks and the damages it has already caused are daunting, they are fixable. We should neither capitulate to these harms nor focus solely on limiting their repercussions.

Instead, governments, education funders, technology companies, education systems, civil society organizations, educators, families, caregivers, community actors, researchers and academics, and students have the agency, the capacity, and the

We urge all relevant actors to identify at least one recommendation to advance over the next three years

imperative to enable students to harness AI's academic, vocational, and personal benefits while simultaneously shielding them from its potential risks and actual harms.

Thus, the final section of our report presents 12 recommendations for multiple stakeholders, organized around three foundational pillars that together form a comprehensive framework for action. We urge all relevant actors to identify at least one recommendation to advance over the next three years.

PROSPER: Recommendations under the Prosper pillar focus on transforming teaching and learning experiences so that children and youth can thrive in an education system where AI is omnipresent.

PREPARE: Recommendations under the Prepare pillar focus on building the knowledge, capacity, and structures needed for students, educators, families, and education systems to integrate AI ethically, effectively, and humanely.

PROTECT: Recommendations under the Protect pillar include developing and implementing safeguards on AI for student privacy, safety, emotional well-being, and cognitive and social development.



1. Shift educational experiences in school.
2. Co-create educational AI tools with educators, students, parents, and communities.
3. Use AI tools that teach, not tell.
4. Conduct research on children's learning and development in an AI world.
5. Promote holistic AI literacy for students, teachers, parents, and education leaders.
6. Prepare teachers to teach with and through AI.
7. Provide a clear vision for ethical AI use that centers human agency.
8. Employ innovative financing strategies to close the AI divide.
9. Break the engagement addiction and design platforms that are centered around positive mental health for children and youth.
10. Establish comprehensive regulatory frameworks for educational AI.
11. Procure technology that protects students' privacy, safety, and security.
12. Support families to manage children's AI use at home.

Endnotes

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4 Rebecca Winthrop and Eileen McGivney, Why Wait 100 Years? Bridging the Gap in Global Education, (Brookings Institution, 2015), https://www.brookings.edu/articles/why-wait-100-years-bridging-the-gap-in-global-education/.

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9 Reich, "What Past Education Technology Failures Can Teach Us about the Future of AI in Schools."

10 Philippa Hardman, "The AI Illusion in L&D," Dr Phil's Newsletter, Powered by DOMSTM AI (blog), January 31, 2025, https://drphilippahardman.substack.com/p/the-ai-illusion-in-l-and-d.

BROOKINGS

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Board Meeting Agenda

Tuesday, April 21, 2026 at 6:00 PM

Woodstock Elementary

District Vision

An Onteora education fosters intellectual curiosity, mutual respect, self-respect, creative problem solving, individual expression, ethical decision making and active engagement in the world. Our community values and supports its children, through a holistic collaboration among students, families, the educational community, and Onteora residents at large. Students will graduate as engaged citizens and life-long learners with the confidence, self-awareness and skills to reach their maximum potential, and to live rich and successful lives.

District Mission

Our Onteora schools exist to educate and nurture the children of our diverse community. Our mission is to create an engaging and healthy learning environment that empowers all students to pursue their dreams, achieve their goals, and contribute thoughtfully to the global community.

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

Briefing notes

District Clerk, please take roll call

2. Welcome

2.01 Woodstock School Principal, Scott Richards will welcome the Board (duration 10 mins)

3. Recognition of Athletic Student Achievements

3.01 Director of PE, Health, and Athletics, Jonnah O'Donnell, will recognize student athletic achievements

Fall Winter Accomplishments.pdf

4. Student Representative Report

4.01 The Student Representative on the Board, Jenny Albright, will give a report (proposed 6:30 pm)

5. Proposed Executive Session

5.01 Enter Executive Session

Briefing notes

Library

Motion to enter into executive session to meet with legal counsel
(60 mins, proposed 6:30 pm)

Briefing notes

Can I have a first?

Second?

Any comment?

All in favor?

5.02 Exit Executive Session

Motion to exit executive session and return to public session

Briefing notes

Can I have a first?

Second?

Any comment?

All in favor?

6. Presentations

6.01 Supporting Learning with Instructional Coaching- Presentation by Stephanie Laffin, Assistant Superintendent for Curriculum and Instruction

2025-2026 Instructional Coaching .pdf

7. Acceptance of Minutes

7.01 Acceptance of Minutes

Board Meeting - Apr 07 2026 - Minutes - Html

The Board of Education hereby accepts the minutes of the April 7, 2026 meeting

Briefing notes

Can I have a first?

Second?

Any comment?

All in favor?

8. Superintendent District News

8.01 The Superintendent will report District News

8.02 Central Campus Design Update

9. Board District News

9.01 The Board will report District News

10. Acknowledge Public Be Heard Comments

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

- Jude Kurjan-Frank
- Jeff Bailey
- Emily Sachs
- Alec Mecklejohn
- Rob Harris

11. Public and Student Comment

11.01 Public and Students may comment on any agenda or non-agenda item (proposed 8:00 pm)

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.

12. **Break**

12.01 The Board will take a 5 minute break if needed

13. Discussion and Possible Action

13.01 Vote for BOCES 2026-2027 Budget

The Onteora Central School District Board of Education hereby approves the 2026-2027 Ulster County Board of Cooperative Educational Services Administrative Budget in the amount of $7,428,827.00

BOCES Administrative Budget.pdf

Briefing notes

Can I have a first?

Second?

Any comment?

All in favor?

13.02 Vote for BOCES Board of Education Seats

The Onteora Board of Education hereby casts their ballot for the Ulster County Board of Cooperative Services:
Seat #1 - Saugerties (3-year term-July 1, 2026-June 30, 2029) Krista Barringer: Saugerties, NY
Seat #2 - "At-Large" (3-year term- July 1, 2026- June 30, 2029)
Seat #3 - "At-Large" (3-year term- July 1, 2026- June 30, 2029)
Seat #4 - "At-Large" (3-year term- July 1, 2026- June 30, 2029)

Ulster BOCES Ballot for Board Member Election.pdf

Select 3

Wallkill- Donald Greene: Newburgh, NY

Ellenville- Maria Kaplan: Ellenville, NY

Kingston- Suzanne Jordan: Kingston, NY

Briefing notes

Can I have a first?

Second?

Any comment?

All in favor?

14. Consent Agenda

14.01 Approve Consent Agenda

The Board hereby approves item numbers 14.02 - 14.10

Briefing notes

Can I have a first?

Second?

Any comment?

All in favor?

14.02 Personnel Agenda

The Board of Education hereby approves the personnel agenda as attached

4-21-26 personnel agenda.pdf

14.03 Approve Volunteers

The Board of Education hereby approves the following volunteers listed below:
Daniel Aliberte
Nicole Aliberte
Stacie Cologero
Esther Cunliffe
Carmelina DiSanto Rega
Kelly Dunnege
Hailey Eber
Laura Golben
Shannon Klitzner
Flannery McDermott
Sean O'Keefe
Richard Pendleton
Sarah Planchon Brasseur
Cassie Pustilnik
Mahlagha Rega
Lindsay Shands
Yamit Steiner

14.04 Adopt 2026-2027 Budget

Superintendent recommends Board of Education approval of the following Proposition:
Proposition # 1 – BE IT RESOLVED, that the Onteora Central School District Board of

Education be and is hereby authorized to expend the sums set forth under the various headings which are voted upon in gross and not in detail in the total amount of $66,481,500 (which includes $20,000 to support public library) for the year commencing July 1, 2026 and ending June 30, 2027, and the Board is authorized to levy and collect the necessary tax thereof on the taxable property of the District.

14.05 Approve the Property Tax Report Card

The Board of Education hereby approves the Property Tax Report Card for the 2026-2027 school year.

Budget Book 26-27ptrc-form DRAFT.pdf

14.06 Approve Board of Registration for 2026 Annual Budget Vote and School Board Election

The Board of Education hereby approves the updated Board of Registration for the 2026 Annual Budget Vote and School Board Election as attached

Board of Registration 26 annual vote.pdf

14.07 Donations

The Superintendent recommends approval for the attached donations, each contributing to various initiatives within our district, and increasing their respective budgetary revenue & appropriations. The total amount for approval is $8,945.00.

Donation Spreadsheet 4.21.26.pdf

14.08 Financial Report

The Board has reviewed and hereby accepts the Financial reports from March 2026

Unsigned March 2026 Financial Management Report.pdf

14.09 Warrants

The Board of Education has reviewed and hereby accepts Warrant Schedule 11

Warrants Schedule 11.pdf

14.10 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, #04/26, Confidential, as reviewed by Trustee Cindy Bishop

Schedule U 42126.pdf

15. Contracts and Independent Contractor Retainers

15.01 Approve all Contracts and Independent Contractor Retainers

The Board hereby approves item numbers 15.02 - 15.08

Briefing notes

Can I have a first?

Second?

Any comment?

All in favor?

15.02 Catskill CSD Health and Welfare Services

BE IT RESOLVED, that the Board of Education of the Catskill Central School District establishes the rate of $1,168.18 per pupil for the school year 2025-2026 for Health Services provided for Onteora resident pupils attending nonpublic schools in the Catskill Central School District.

BE IT FURTHER RESOLVED, that the Board President and Clerk of the Board of Education be authorized to sign contracts for health services for the 2025-2026 school year.

Catskill CSD Health & Welfare Services 25-26 Cost Per Pupil -$1,168.18- for BOE Approval 4.21.26.pdf

15.03 Saugerties CSD Health and Welfare Services

BE IT RESOLVED, that the Board of Education of the Saugerties Central School District establishes the rate of $1,188.76 per pupil for the school year 2025-2026 for Health Services provided for Onteora resident pupils attending nonpublic schools in the Saugerties Central School District.

BE IT FURTHER RESOLVED, that the Superintendent of Schools and President of the Board of Education be authorized to sign contracts for health services for the 2025-2026 school year.

Saugerties CSD Health & Welfare Services 25-26 Cost Per Pupil -$1,188.76 - for BOE Approval 4.21.26.pdf

15.04 ICR- Physical Therapy Mentor

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 Raymond Solinger retained as a Physical Therapy Mentor effective April 1, 2026 through June 30, 2026 at a maximum rate of $250.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

R. Solinger ICR Physical Therapy Mentor.pdf

15.05 ICR- Bennett Earth Day Coordinator

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 Matthew Savatgy retained as a Bennett Earth Day Coordinator effective April 27 , 2026 through June 5, 2026 at a maximum rate of $1,060.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

M. Savatgy - ICR BN Earth Day Coordinator.pdf

15.06 ICR- Woodstock Go Green Day Coordinator

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 Matthew Savatgy retained as a Woodstock Go Green Day Coordinator effective April 27 , 2026 through May 15, 2026 at a maximum rate of $1,060.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

M. Savatgy - ICR WD Go Green Day Coordinator.pdf

15.07 ICR- Bennett Music Accompanist

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 Paul Schubert retained as a Music Accompanist effective April 21 , 2026 through June 30, 2026 at a maximum rate of $75.00 per service to a maximum of $150.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

P. Schubert ICR Music Accompanist - BN.pdf

15.08 ICR- Woodstock Music Accompanist

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 Paul Schubert retained as a Music Accompanist effective April 21 , 2026 through June 30, 2026 at a maximum rate of $75.00 per service to a maximum of $150.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

P. Schubert ICR Music Accompanist - WD.pdf

16. Policies

16.01 First Reading of Policy 5520 ECA- Student Activities Fund Management

Policy 5520 ECA - proposed with changes.pdf

16.02 First Reading of Policy 5685 Automated External Defibrillators

Cardiac Automated External DeFibrillators in Public Schools -5685 - current policy.pdf

Policy 5685 AUTOMATED EXTERNAL DEFIBRILLATORS - new proposed policy.pdf

16.03 Second Reading and Adoption of Policy 1611 Procedure for the Annual District Election

1611 Procedure for the Annual Meeting - draft with changes.pdf

The Onteora Board of Education hereby adopts policy 1611 as written

Briefing notes

Can I have a first?

Second?

Any comment?

All in favor?

16.04 Second Reading and Adoption of Policy 7621 Rights of Students with Disabilities Under Section 504

Policy 7621 Rights of Students with Disabilities Under Section 504- DRAFT.pdf

The Onteora Board of Education hereby adopts policy 7621 as written

Briefing notes

Can I have a first?

Second?

Any comment?

All in favor?

16.05 Second Reading and Adoption of Policy 8130 Non-Discrimination and Equal Opportunity

Policy 8130 Non-Discrimination and Equal Opportunity.pdf

The Onteora Board of Education hereby adopts policy 8130 as written

Briefing notes

Can I have a first?

Second?

Any comment?

All in favor?

16.06 Policies Reviewed and are ok as is

The Board of Education hereby accepts policy 3230 Public Complaints as written

3230 Public Complaints.pdf

Briefing notes

Can I have a first?

Second?

Any comment?

All in favor?

16.07 Rescind Policy 5540 Publication of the Districts Annual Financial Statement, Policy 5550 Maintenance of Fiscal Efforts (Title I Programs) and Policy 5560 Use of Federal Funds or Political Expenditures

The Board of Education hereby rescinds policies 5540, 5550 and 5560
Policies are considered non-essential per NYSSBA

PUBLICATION OF THE DISTRICT'S ANNUAL FINANCIAL STATEMENT 5540.pdf

MAINTENANCE OF FISCAL EFFORT (TITLE I PROGRAMS) 5550.pdf

USE OF FEDERAL FUNDS FOR POLITICAL EXPENDITURES 5560.pdf

Briefing notes

Can I have a first?

Second?

Any comment?

All in favor?

17. Committee Reports

17.01 Updates from Board Committees

18. Unfinished Business

18.01 The Board will discuss Unfinished Business

18.02 Continued Discussion of the Student Support Resolution

Continued Discussion – "A New Direction for Students in an AI World" Report
Reviewing pages 89-118

A-New-Direction-for-Students-in-an-AI-World-FULL-REPORT.pdf

19. New Business

19.01 The Board will discuss New Business

20. Request for Information

20.01 Board Members will Request Information of the Superintendent

21. Adjournment

21.01 Adjourn the Meeting. Next meeting is May 5, 2026 at Bennett at 6:00 PM. (proposed 10:00 pm)

The meeting is adjourned at _____.

Briefing notes

Can I have a first?

Second?

Any comment?

All in favor?


Fall/Winter
ONTEORA
ATHLETIC
ACCOMPLISHMENTS
SECTION IX
NYSPHSAA
ATHLETICS
OCIAA
NYSPHSAA
MHAL

Varsity Field Hockey

Gabrielle Alterio
Emma Bodnar
Scarlett Cordero
Sage Fusaro
Miley Gaddis
Saige Gierloff
Rosalie Gordon
Alena Grant
Elizabeth Kothe
Aylie Longyear
Madison Murphy
Destiny Parker
Chloe Peters
Haley Schmidt
Sophia Somerstein
Indi Soter
Lily Spada

Coach: Emma Katz
Assistants: Jennifer Brueckner, Ryan Wright

2025 Sportsmanship Award

Section IX All-Stars:

Destiny Parker – 2nd Team

Ellie Kothe – 2nd Team

Chloe Peters – Honorable Mention

Varsity Cross Country

All MHAL - 3rd Team

Leroi Louis

Section IX Medalist Class C - 10th Place

Fiona Green

Section IX Medalist Class C - 10th Place

Liam Young

Coach: Patrick Burkhardt
Assistants: Brianna Funck
Anne Gallin



Varsity Girls Soccer

Class B All-Star
Vivienne Lamb

Class B All-Star
Lucia McDonagh

Coaches: Brandon Harkin
Assistant: Kylie Kleine



Varsity Boys Soccer

Section IX Soccer Coaches Association
2025 All-Star

Asher Cohen

Coach: Jason Calinda
Assistants: Halle King
Carsten Warnes



Varsity Boys Golf



Benjamin Barron
Anthony Christofora
Jacob D'Arcy
Gustav Francese
Hunter Hahne
Silas Hajek
Henry Love-Joyce
Jesper Peacock
Maxwell Scanlon
Jude Signore
Jake Slater

Coach: Mark Signore

MHAL Division Champions

Qualified for the Section IX Championships
Spring 2026

Jude Signore
Max Scanlon
Anthony Christofora

Varsity Football

All-State - 1st Team
All-Section
Led Section IX with 134 Tackles
Chase Matteson

All-State - Honorable Mention
All-Section
Ja'meer Maize

All-State - Honorable Mention
All-League
Kyle Berryann

All-State - Honorable Mention
Marty Berhman



Coach: Michael Liverani
Assistants: Eric Matteson
Orin Logan
Dave Baloy

Varsity Girls Swimming

Section IX Finalist

Julia Young

Coach: Jason Young



Varsity Girls Tennis

MHAL Tournament Qualifiers:

Nico Stackpole

Bernadette Hughes

Rama Gabriel



Coach: Kaila Stark

Volleyball



Varsity

Jasmine Barker
Quinn Denter
Abigail Elliot
Jayda Formont
Mariana Giordano
Sadie Konjas
Riley Peer
Lilah Signore
Jade Stanley
Amelia Swasey
Coach: Heidi Moxham

Junior Varsity

Kamila Espinoza-Vargas
Gillianna Griffin
Jacqueline Harlow
Gianna Jackson
Piper Love-Joyce
Emma Perzanowski
Alice Slips
Alana Walker
Halie Wiacek
Coach: Brittany Burgher

Modified

Starling Adams
Marley Bishop-Mann
Elivia Garris
Annabel Grindley
Eve Groeters
Amara Gumbs
Erin Han
Leela Harper
Betsy Harper
Isabella Jones
Mayleth Londono
Athealia Louallen
Dahlyla Lynch
Isla Speck
Coach: Ashley Bishop

2025 Sportsmanship Award

Varsity Girls Basketball



Evelina Byron
Alexa Hull
Erin Kothe
Ellie Kothe
Vivienne Lamb
Riley Peer
Charlotte Popovic
Reisa Reynolds
Sophia Somerstein
Julia Young

Coach: Brandon Harkin
Assistants: Grace Hallinan, Lori Matteson

MHAL Division 3 Champions

MHAL National Conference Champions

MHAL All-Star
Basketball Coaches Association of NY Top 50
Vivienne Lamb

MHAL All-Star
Basketball Coaches Association of NY Top 50
Julia Young

Coach Brandon Harkin
Coach of the Year

Varsity Boys Basketball

Sam Bennett
Ryder Bickel
Ryan Burgher
Sam Groeters
Ja'meer Maize



Vaughan McDonagh
Luc Millenson-Wilens
Calvin Peck
Evan Pizer
Cooper Sloe
Sam Storch

Coach: Mark Wilens
Assistants: Aaron Bennett, Kylie Kleine

Section IX Champions

MHAL National Conference All-Star
Basketball Coaches Association of NY All-Star
Ryan Burgher

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Basketball Coaches Association of NY All-Star
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Coach Mark Wilens
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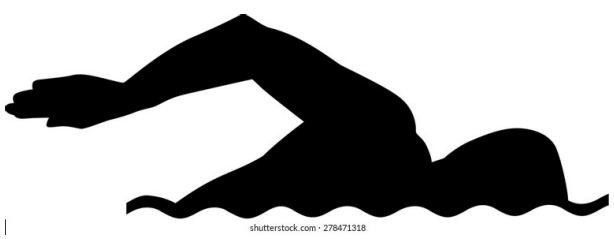
Varsity Boys Swimming

OCIAA Champion
100 Freestyle
100 Breaststroke
Liam Young

Section IX Champion
200 Freestyle
100 Breaststroke

NYSPHSAA
9th Place 200 Freestyle

3rd Place 100 Breaststroke
with
All-American consideration
Broke Section IX record and secured
17th all-time fastest time at state meet



Varsity Wrestling

Girls

Section IX Tournament

Miley Gaddis - 3rd Place

Aylie Longyear - 4th Place

Lily Spada - 3rd Place



Coach: Jonathan Lugo

Assistant: Lauren Parete

Boys

Section IX Tournament

Logan Gordon - 2nd Place

Jayden Thiel - 2nd Place

Aiden Blakely - 3rd Place

Chase Matteson - 3rd Place

Dustin Smith - 4th Place

Coach: Todd Faulkner

Assistant: Matthew Shields

Varsity Indoor Track

OCIAA Division 5 Champions

Jeremy Huber - Weight Throw
Sadie Konjas - Weight Throw
Sadie Konjas -Shot Put



Section IX Champions

Sadie Konjas - Shot Put
Sam Navarro - Weight Throw

Section IX State Qualifiers

Sam Navarro - Weight Throw & Shot Put
Sadie Konjas - Weight Throw & Shot Put
Quinn Denter - High Jump

State Championships Participant

Sadie Konjas - Shot Put

OCS Varsity Indoor Track & Field Record

Sam Navarro - Weight Throw (39'8")

Coaches: Bill Wall
Assistant: Tom King
Volunteers: Halle King, Giovanna Wall

Supporting Learning with Instructional Coaching

4/21/26

BOE Presentation

Stephanie Laffin
Assistant Superintendent, Curriculum and Instruction

What is instructional coaching?

Instructional coaching is a powerful lever for professional growth, strengthening both teaching quality and student learning through sustained, personalized, and collaborative support. It provides job-embedded professional learning that directly impacts classroom practice and student outcomes. Through modeling lessons, co-planning, co-teaching, classroom visits, and targeted feedback, coaching offers teachers actionable strategies they can immediately apply.

Impacts of Instructional Coaching

- Promotes reflective practice, leading to more intentional and responsive instruction
- Fosters a collaborative culture that reduces isolation and builds trust among colleagues
- Bridges the gap between theory and practice during the implementation of new initiatives and expectations
- Strengthens instructional practices in ways that positively impact student achievement

Collaborative input on coaching topics

- Professional Learning Plan
- Building level requests from teachers and principals
- District-wide initiatives

K-12 Coaching Provided This Year

- **Instructional Technology (K–12):** Ulster BOCES Innovation Specialist Wess Trabelsi provides two days per week of coaching to support staff in integrating instructional technology tools, including VEX Robotics, WeVideo, VR headsets, SchoolAI, and collaborates with the district as a team member in the AI Circle.

K-5 Coaching Provided This Year

- **Math (K–5):** In partnership with Ulster BOCES, Math Content Specialist David Tranter supports K–5 teachers two days per week, focusing on the implementation of Illustrative Mathematics and effective use of instructional resources.

- **Literacy (K–5):** Christine Holley of Advancing Literacy has also provided eight days of coaching, supporting teachers in strengthening the implementation of district literacy programs and instructional practices.

K-5 Coaching Provided This Year (continued)

- **Co-Teaching (K–5):** Nicole Melbrech of G&R Consulting has provided eight days of coaching to co-teaching teams, focusing on strengthening collaborative practices and improving outcomes in inclusive classroom settings.

- **Social-Emotional Learning (K–5):** Marieke van Woerkom from Morningside Center for Teaching Social Responsibility has delivered ten days of coaching, with a focus on supporting new teachers in implementing the 4Rs (Reading, Writing, Respect, and Resolution) curriculum, while also working with veteran teachers to refine and deepen their SEL practices.

Current and Next Steps

- Finalize the 2026-2028 Professional Learning Plan
- Continue collaborative conversations with coaches, principals, and faculty on outcomes and needs
- Align the budget to sustain continued growth

ONTEORA CENTRAL SCHOOL DISTRICT

Questions?

ADMINISTRATIVE BUDGET

CODE	DESCRIPTION	PROPOSED FTE	ACTUAL 2024-25 EXPENSES	CURRENT 2025-26 BUDGET	PROPOSED 2026-27 BUDGET
150	Certified Salaries	1.50	$430,593	$332,598	$327,751
160	Other Salaries	11.80	$1,022,792	$1,107,282	$1,129,447
200	Capital Outlay-Equipment		$5,553	$6,765	$8,600
300	Supplies & Materials		$27,598	$31,763	$47,345
400	Contractual & Other		$296,802	$442,647	$403,395
440	Contract Professional Services		0	0	0
490	School District & Other BOCES		$34,358	$104,077	$105,475
700	Interest on Revenue Notes		0	0	0
800	Employee Benefits		$863,775	$738,770	$845,223
899	Other Post Retirement Benefits				
	Retirees Health Insurance		$3,570,143	$4,253,514	$4,205,459
	Medicare Reimbursements		$720,264	$863,315	$831,350
950	Transfer Charges from Operations & Maintenance		$120,990	$253,055	$295,073
960	Transfer Charges from Service Programs		$102,512	$154,785	$175,492
970	Transfer Credits from Service Programs		0	0	0
970	Transfer Credits from MHRIC for Post Retiree Benefits		($781,011)	($870,359)	($882,554)
990	Transfer Credits from Other Funds		($61,768)	($65,829)	($63,229)
	TOTAL ADMINSTRATIVE BUDGET	13.30	$6,352,601	$7,352,383	$7,428,827
	Interest & Earnings			($344,300)	($275,000)
	Unclassified Revenues			($15,000)	($15,000)
	CHARGES TO COMPONENTS			$6,993,083	$7,138,827

OFFICE OF THE DISTRICT SUPERINTENDENT

The District Superintendent serves as the Chief Executive Officer of Ulster BOCES and is the representative of the New York State Commissioner of Education in the Ulster Supervisory District.

Both New York State and Ulster BOCES pay this salary. The 2026-2027 budgeted salary for the Chief Executive Officer is $164,751, which is the allowable salary under the State salary cap for district superintendents. The State salary as the Commissioner's representative is $43,499. The benefits related to the position are estimated to be $108,029 and include life insurance, teacher retirement, health, dental, and vision insurance, health savings account, and worker's compensation.

The total budget for supplies, materials, contractual, and other expenses is $61,487, which is allocated as follows:

- $35,000 for State meetings as required by or for State Education Department functions.
- $9,460 for local meeting expenses as required by or for BOCES or State purposes and includes the cost of registration, lodging, travel, meals, and other related contractual expenses.
- $7,045 for professional memberships.
- $9,982 for supplies and materials.

Board of Cooperative Educational Services

of the Sole Supervisory District of
Ulster County

BALLOT FOR ELECTION
TO
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

There are four (4) vacancies on the Board of Cooperative Educational Services to be filled at the annual election to be held on April 21, 2026. The trustees or board of education of each component school district, by resolution, may cast one vote for each vacancy to be filled, provided that no more than one vote may be cast for any candidate. No more than one person residing in a particular component school district may be elected to serve on the Board of Cooperative Educational Services at one time, except as provided in Education Law 1950(2-A). The District Clerk, or other officer authorized to certify that a Board resolution has been adopted, shall complete the ballot by placing an "X" next to the name of each candidate for whom a vote has been cast, and by completing the attached certification. Candidates are listed by seat with their addresses and school districts of residence:

Seat #1 - Saugerties (3-year term - July 1, 2026 - June 30, 2029)

Krista Barringer
Saugerties, NY 12477 ☐

Seat #2 - "At-Large" (3-year term - July 1, 2026 - June 30, 2029)

Seat #3 - "At-Large" (3-year term - July 1, 2026 - June 30, 2029)

Seat #4 - "At-Large" (3-year term - July 1, 2026 - June 30, 2029)

Select Three

Donald Greene (Wallkill)
Newburgh NY 12550 ☐

Marla Kaplan (Ellenville)
Ellenville, NY 12428 ☐

Suzanne Jordan (Kingston)
Kingston, NY 12401 ☐

Personnel Agenda for BOE Meeting 04/21/2026

Be it hereby resolved that the Board appoints:
McGrath, Ariel certified School District Leader to a 4-year probationary period in the tenure area of Principal (replace retirement) at a salary of $140,000.00 commencing on 07/01/2026 and ending on 06/30/2030.
Be it further resolved that, to the extent applicable under Education Law Section 3012-d and the accompanying Commissioner's Regulations, in order to be considered for tenure, the above administrator must have received an APPR rating of effective or highly effective in three of the four probationary years and must not receive an ineffective in the fourth year.

Be it hereby resolved that the Board appoints:
Solimene, Don certified School Administrator to a 3-year probationary period in the tenure area of Principal at a salary of $164,000.00 commencing on 07/01/2026 and ending on 06/30/2029.
Be it further resolved that, to the extent applicable under Education Law Section 3012-d and the accompanying Commissioner's Regulations, in order to be considered for tenure, the above administrator must have received an APPR rating of effective or highly effective in two of the three probationary years and must not receive an ineffective in the third year.

LEAVE OF ABSENCE: NON-INSTRUCTIONAL

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
3189	04/07/26 – 05/18/26	Medical Leave – Workers Compensation
4261	04/01/26 – 05/05/26	FMLA
4221	05/18/26 – 09/01/26*	FMLA

approximate dates, pending medical documentation

ADMINISTRATIVE LEAVE OF ABSENCE

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
040125	04/22/26 – 05/05/26	Extended leave and reassigned pursuant to Superintendent
040926	04/09/26 – 05/05/26	Paid Administrative Leave

RESIGNATIONS: INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	REMARKS
D'Aprile, Adrien	Teaching Assistant – Bennett	06/26/26	Personal

RESIGNATIONS: NON - INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	REMARKS
Smith, Leah	Typist- Athletic Department	06/30/26	Retirement

EXTRA DUTY STIPENDS

NAME	POSITION	AMOUNT
Fallo, Elizabeth	Summer School Principal	$5,500.00
Keenan, Bryan	Regents Prep (Chemistry)	$1,676.00
Occhi, Virginia	Volunteer- Assistant Softball Coach – Modified	$-0-

SUBSTITUTE

NAME	POSITION	AMOUNT
Albergo, Nicole**	Teacher (uncertified)	$120.00/day
Pratt-Hewitt, Dakotah**	Clerical	$16.00/hour

pending pre-employment processing

TEMPORARY APPOINTMENT: INSTRUCTIONAL –
Summer Academy appointments are contingent on enrollment

NAME	POSITION/SCHOOL	EFFECTIVE DATE	RATE	REMARKS
Armstrong, Mark	English Teacher/ High School	04/09/26 – 05/02/26	MA Step 1	
McCarthy, Julie	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Mayone-Allison, Joan	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Warren, Kristen	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Millman, Jacob	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Millman, Michelle	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Erlwein, Doreen	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Hadley, Karen	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Sanders, Douglas	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Haro Montelongo, Sharee	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
George, Elizabeth	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy &

Jabs, Madelyn	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Kwarteng, Chantal	Summer School Teaching Assistant	04/22/26 – 07/31/26	On Step	Summer Academy & Planning
Silver, Lauren	Summer School Teaching Assistant	04/22/26 – 07/31/26	On Step	Summer Academy & Planning
Guerin, Tracy	Summer School Teaching Assistant	04/22/26 – 07/31/26	On Step	Summer Academy & Planning
Cole, Karen	Summer School Teaching Assistant	04/22/26 – 07/31/26	On Step	Summer Academy & Planning
Bonestell, Lisa	Summer School Teaching Assistant	04/22/26 – 07/31/26	On Step	Summer Academy & Planning
Decker, Connor	Summer School Teaching Assistant	04/22/26 – 07/31/26	On Step	Summer Academy & Planning

TEMPORARY APPOINTMENT: NON -INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	RATE	REMARKS
Hansen, Karen	Summer Nursing	04/22/26 – 09/01/26	On Step	Summer Academy & Planning + Up to 120 summer hours
Blakely, Sabrina	Summer Nursing	04/22/26 – 09/01/26	On Step	Summer Academy & Planning + Up to 120 summer hours
Kight, Heather	Summer Nursing	04/22/26 – 09/01/26	On Step	Summer Academy & Planning + Up to 40 summer hours
Tieri, Janice	Summer Nursing	04/22/26 – 09/01/26	On Step	Summer Academy & Planning + Up to 40 summer hours
Zindulka, Zackariah	Summer Tech. Helper	06/30/26 – 09/01/26	$20.00	

2026-27 Property Tax Report Card

621201 - ONTEORA CSD

Contact Person: Monica LaClair
Telephone Number: 845-657-8499

	Budgeted 2025-26 (A)	Proposed Budget 2026-27 (B)	Percent Change (C)
Total Budgeted Amount, not Including Separate Propositions	63,588,660	66,481,500	4.55%
A. Proposed Tax Levy to Support the Total Budgeted Amount [1]	49,402,800	50,626,535	
B. Tax Levy to Support Library Debt, if Applicable	0	0	
C. Tax Levy for Non-Excludable Propositions, if Applicable [2]	0	0	
D. Total Tax Cap Reserve Amount Used to Reduce Current Year Levy, if Applicable	0	0	
E. Total Proposed School Year Tax Levy (A + B + C - D)	49,402,800	50,626,535	2.48%
F. Permissible Exclusions to the School Tax Levy Limit	428,433	425,998	
G. School Tax Levy Limit , Excluding Levy for Permissible Exclusions [3]	48,974,367	50,200,537	
H. Total Proposed School Year Tax Levy, Excluding Levy to Support Library Debt and/or Permissible Exclusions (E - B - F + D)	48,974,367	50,200,537	
I. Difference: (G - H); (negative value requires 60.0% voter approval) [2]	0	0	
Public School Enrollment	1,005	978	-2.69%
Consumer Price Index			3.0%

[1] Include any prior year reserve for excess tax levy, including interest.

[2] Tax levy associated with educational or transportation services propositions are not eligible for exclusion under the School Tax Levy Limit and may affect voter approval requirements.

[3] For 2024-25, include any carryover from 2023-24 and exclude any tax levy for library debt or prior year reserve for excess tax levy, including interest.

	Actual 2025-26 (D)	Estimated 2026-27 (E)
Adjusted Restricted Fund Balance	$18,928,399.00	$16,910,444.00
Assigned Appropriated Fund Balance	$2,518,408.00	$3,962,485.00
Adjusted Unrestricted Fund Balance	$6,959,657.00	$2,659,260.00
Adjusted Unrestricted Fund Balance as a Percent of the Total Budget	10.94%	4.00%

Schedule of Reserve Funds

Reserve Type	Reserve Name	Reserve Description *	3/31/26 Actual Balance	6/30/26 Estimated Ending Balance	Intended Use of the Reserve in the 2026-27 School Year
Capital	Capital 2023	For the cost of any object or purpose for which bonds may be issued	$9,355,159	$9,355,159	This reserve is fully funded and will be used for a future approved capital project
Capital	Capital 2025	For the cost of any object or purpose for which bonds may be issued	$0	$1,250,000	No intended use
Repair	Repair	To pay the cost of repairs to capital improvements or equipment.	$33,340	$33,340	Misc Building Repairs
Workers' Compensation		To pay for Workers Compensation and benefits.			
Unemployment Insurance	Unemployment Insurance	To pay the cost of reimbursement to the State Unemployment Insurance Fund.	$742,315	$750,009	District Portion of Unemployment
Reserve for Tax Reduction		For the gradual use of the proceeds of the sale of school district real property.			
Mandatory Reserve for Debt Service		To cover debt service payments on outstanding obligations (bonds, BANS) after the sale of district capital assets or improvements.			
Insurance		To pay liability, casualty, and other types of uninsured losses.			
Property Loss		To establish and maintain a program of reserves to cover property loss.			
Liability		To establish and maintain a program of reserves to cover liability claims incurred.			
Tax Certiorari		To establish a reserve fund for tax certiorari settlements			
Reserve for Insurance Recoveries		To account for unexpended proceeds of insurance recoveries at the fiscal year end.			
EBALR – Employee Benefit Accrued Liability	Employee Liability	For the payment of accrued 'employee benefits' due to employees upon termination of service.	$1,659,779	$1,659,779	No intended use
Retirement Contribution	ERS Reserve	To fund employer retirement contributions to the State and Local Employees' Retirement System	$3,842,325	$3,842,325	No intended use
Other Reserve	TRS Sub Fund		$2,037,787	$2,037,787	No intended use


Fall/Winter
ONTEORA
ATHLETIC
ACCOMPLISHMENTS
SECTION IX
NYSPHSAA
ATHLETICS
OCIAA
NYSPHSAA
MHAL

Varsity Field Hockey

Gabrielle Alterio
Emma Bodnar
Scarlett Cordero
Sage Fusaro
Miley Gaddis
Saige Gierloff
Rosalie Gordon
Alena Grant
Elizabeth Kothe
Aylie Longyear
Madison Murphy
Destiny Parker
Chloe Peters
Haley Schmidt
Sophia Somerstein
Indi Soter
Lily Spada

Coach: Emma Katz
Assistants: Jennifer Brueckner, Ryan Wright

2025 Sportsmanship Award

Section IX All-Stars:

Destiny Parker – 2nd Team

Ellie Kothe – 2nd Team

Chloe Peters – Honorable Mention

Varsity Cross Country

All MHAL - 3rd Team

Leroi Louis

Section IX Medalist Class C - 10th Place

Fiona Green

Section IX Medalist Class C - 10th Place

Liam Young

Coach: Patrick Burkhardt
Assistants: Brianna Funck
Anne Gallin



Varsity Girls Soccer

Class B All-Star
Vivienne Lamb

Class B All-Star
Lucia McDonagh

Coaches: Brandon Harkin
Assistant: Kylie Kleine



Varsity Boys Soccer

Section IX Soccer Coaches Association
2025 All-Star

Asher Cohen

Coach: Jason Calinda
Assistants: Halle King
Carsten Warnes



Varsity Boys Golf



Benjamin Barron
Anthony Christofora
Jacob D'Arcy
Gustav Francese
Hunter Hahne
Silas Hajek
Henry Love-Joyce
Jesper Peacock
Maxwell Scanlon
Jude Signore
Jake Slater

Coach: Mark Signore

MHAL Division Champions

Qualified for the Section IX Championships
Spring 2026

Jude Signore
Max Scanlon
Anthony Christofora

Varsity Football

All-State - 1st Team
All-Section
Led Section IX with 134 Tackles
Chase Matteson

All-State - Honorable Mention
All-Section
Ja'meer Maize

All-State - Honorable Mention
All-League
Kyle Berryann

All-State - Honorable Mention
Marty Berhman



Coach: Michael Liverani
Assistants: Eric Matteson
Orin Logan
Dave Baloy

Varsity Girls Swimming

Section IX Finalist

Julia Young

Coach: Jason Young



Varsity Girls Tennis

MHAL Tournament Qualifiers:

Nico Stackpole

Bernadette Hughes

Rama Gabriel



Coach: Kaila Stark

Volleyball



Varsity

Jasmine Barker
Quinn Denter
Abigail Elliot
Jayda Formont
Mariana Giordano
Sadie Konjas
Riley Peer
Lilah Signore
Jade Stanley
Amelia Swasey
Coach: Heidi Moxham

Junior Varsity

Kamila Espinoza-Vargas
Gillianna Griffin
Jacqueline Harlow
Gianna Jackson
Piper Love-Joyce
Emma Perzanowski
Alice Slips
Alana Walker
Halie Wiacek
Coach: Brittany Burgher

Modified

Starling Adams
Marley Bishop-Mann
Elivia Garris
Annabel Grindley
Eve Groeters
Amara Gumbs
Erin Han
Leela Harper
Betsy Harper
Isabella Jones
Mayleth Londono
Athealia Louallen
Dahlyla Lynch
Isla Speck
Coach: Ashley Bishop

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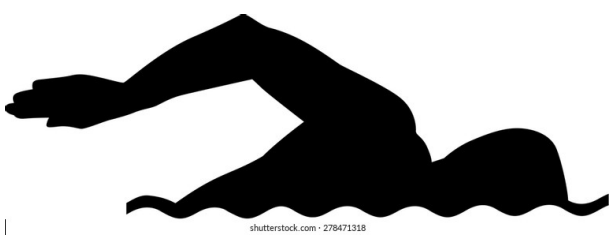
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100 Freestyle
100 Breaststroke
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200 Freestyle
100 Breaststroke

NYSPHSAA
9th Place 200 Freestyle

3rd Place 100 Breaststroke
with
All-American consideration
Broke Section IX record and secured
17th all-time fastest time at state meet



Varsity Wrestling

Girls

Section IX Tournament

Miley Gaddis - 3rd Place

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Lily Spada - 3rd Place



Coach: Jonathan Lugo

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Sadie Konjas -Shot Put



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Quinn Denter - High Jump

State Championships Participant

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Coaches: Bill Wall
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Supporting Learning with Instructional Coaching

4/21/26

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Stephanie Laffin
Assistant Superintendent, Curriculum and Instruction

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- Continue collaborative conversations with coaches, principals, and faculty on outcomes and needs
- Align the budget to sustain continued growth

ONTEORA CENTRAL SCHOOL DISTRICT

Questions?

Board Meeting - Apr 07 2026 Minutes

Tuesday, April 7, 2026 at 6:00 PM

MS/HS Auditorium

Draft

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, Clark Goodrich, Rick Knutsen, Cindy Bishop
Not Present: Emily Mitchell-Marell, Caroline Jerome

Now Present: Trustee Mitchell-Marell at 6:02 PM

2. Welcome

2.01 Middle School Principal, Don Solimene will welcome the Board and celebrate All-County music students (duration 20 min)
The Apr 7 BOE Presentation Welcome.pdf

3. Capital Project Update

3.01 CJ Goodwin from Schoolhouse Construction will provide a Capital Project update (duration 20 min)
Design - Phased Construction Milestone Schedule.pdf

4. Student Representative Report

4.01 The Student Representative on the Board, Jenny Albright, will give a report
No report provided

5. Proposed Executive Session

5.01 Enter Executive Session

Motion to enter into executive session to discuss OAA and ONTEA Negotiations and to meet with legal counsel (45 mins)

Moved by: Rory Smith; seconded by: Eric Knutsen

Carried

5.02 Exit Executive Session

Motion to exit executive session and return to public session
Moved by: Jenny Jared; seconded by: Clark Goodrich

Carried

6. Presentations

6.01 Assistant Superintendent for Business, Monica LaClair will present the 2026-2027 Superintendent's Recommended Budget (duration 20 mins)

4-7 Supt Recommended Budget - final.pdf

7. Acceptance of Minutes

7.01 Acceptance of Minutes

Board Meeting - Mar 17 2026 - Minutes - Html

The Board of Education hereby accepts the minutes of the March 17, 2026 meeting
Moved by: Rory Smith; seconded by: Jenny Jared

Carried

8. Superintendent District News

8.01 The Superintendent will report District News

Meet, Greet, and Eat

Join us Monday, April 20, from 5:30–7:30 PM in the Onteora Middle/High School cafeteria to enjoy delicious local food, enjoy student performances, explore student artwork, and take part in an exciting silent auction.

Admission is free, small plates are just $3 each, and the event supports the Belleayre Bash and Onteora Booster Club. For anyone who might not be familiar with the Belleayre Bash, it is an all-night, alcohol- and drug-free celebration for graduating seniors. This special event gives seniors a safe, fun way to celebrate together after graduation.

One of the highlights of Meet, Greet, and Eat is the incredible lineup of local chefs and restaurants who share their culinary talents with us in support of our students. These are the people who make this beloved community event possible. We are thankful for:

Peekamoose Restaurant & Tap Room
Phoenicia Diner
Pika’s Farm Table
Oliver’s at Howland House
The Clubhouse at Shandaken Inn
Dandelion at Eastwind Hotels

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Tito Bandito's
PD Canteen
Bettina Café
Phoenicia Pizza 28
Yum Yum Noodle Bar

Personal Finance Education

At their March 2026 meeting, the Board of Regents approved, for permanent adoption, the amendment to section 100.2 of the Regulations of the Commissioner of Education requiring instruction in personal finance education for public school students in grades K-12. The amendment requires instruction in personal finance education to be provided to elementary school students by the end of 4th grade, to middle school students by the end of 8th grade, and to high school students by the end of 12th grade. The amendment provides for a multi-year phase-in approach for the new instructional requirement for personal finance education with Middle Grade Band (Grades 5–8) and High School Grade Band (Grades 9–12): Implementation beginning with the 2026–2027 School Year; and Elementary Grade Band (Grades K–4): Implementation beginning with the 2027–2028 School Year.

- This is an instructional requirement, not a graduation requirement, so no need to be concerned about seniors/transfers, etc.
- There are a lot of resources on the NYSED Personal Finance Education page. I was impressed by the resources and guidance provided by NYSED, and I think that this focus on personal finance will benefit students enormously in the future.

Kindergarten Registration

Kindergarten Registration is open, and we have been working through all incoming kindergarten students known to us. We have 54 currently known; 49 of these have completed the enrollment process already, and we are in communication with the other five. If anyone knows of any other families with incoming kindergarten students, please encourage them to reach out to our registrar and to enroll their children. The kindergarten screening will be in the first week of June, and we have begun scheduling appointments. The screening process is a wonderful opportunity for our incoming students to meet some of the faculty and staff that they will see in the buildings in the fall, and it allows our faculty to assess the strengths of our incoming students and have a sense of their personalities so that they can be placed in classrooms with thoughtfulness.

Ulster BOCES Annual Meeting

This week, on Thursday, we will be attending the annual meeting of Ulster BOCES. This is a required meeting during which the Ulster BOCES leadership team shares the administrative budget that all districts will vote on, and some of the current BOCES students speak to all of us and share their experience from their BOCES programs. The students are all eloquent and serve as wonderful ambassadors for Ulster BOCES. And as

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an added bonus, we are all served an incredible meal that is prepared and served by BOCES culinary students.

Bennett Elementary Principal

We are in the process of hiring for the next Elementary Principal, and I hope to have a candidate recommendation on the agenda at our next meeting.

Athletic Recognition

At our next meeting, we will receive an update from our Athletic Director, Jonnah O'Donnell, who will share the achievements of our student athletes.

AI Circle Update

At our next meeting, Assistant Superintendent Laffin will provide an overview of the PD and Instructional Coaching that was provided to our faculty this year. Today, she is going to share an update on the AI Circle that members of our District have been participating in this year.

Ms. Laffin shared on March 24, members of the AI Circle Team participated in a full-day session at Ulster BOCES with regional districts, BOCES Technology Integration Specialists, and guest speakers to advance and refine our district's AI work.

Over the past several months, K–12 teachers and administrators have been exploring AI platforms—particularly SchoolAI—to assess how AI can support instruction and student learning. High school students are engaging with AI on a very limited, monitored basis as part of this exploration.

The team is reviewing current research and guidance. In addition to the Brookings Institute's report, the team is also reviewing Stanford University's The Evidence Base in AI K–12.

The team is developing a staff and student survey to gather perspectives. Our review of the results, together with the team's learning since September, will inform recommendations to the Superintendent and the Board Policy Committee regarding potential revisions to the NYSSBA model policy.

9. Board District News

9.01 The Board will report District News

Trustee Bishop reported attending an event in Monroe, Connecticut featuring the Onteora Colorguard. It was an exciting and well-attended event, with participants ranging from young students to college-aged performers. The Onteora team performed very well, demonstrating that although small in size, they are truly a strong and talented group.

10. Acknowledge Public Be Heard Comments

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

- Steve Suozzo

11. Public and Student Comment

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

- Jude KurjanFrank
- Jeff Bailey
- Emily Sachs
- Alec Mecklejohn
- Rob Harris

12. **Break**

12.01 The Board will take a 5 minute break if needed

13. Discussion and Possible Action

13.01 Establishment of the 2026 Facilities Capital Reserve Fund Proposition

WHEREAS, the Board of Education of the Onteora Central School District ("Board") believes that long-term financial health of the school district is essential to provide students with the educational programs and facilities to meet its mission; and

WHEREAS, the Board desires to establish a capital reserve fund, pursuant to Section 3651 of the Education Law, to be named the "2026 Facilities Capital Reserve Fund" for the purpose of appropriating sufficient funds necessary to renovate, reconstruct, and/or construct additions to its facilities as identified from time-to-time, including but not limited to those recommended in its five-year capital facilities plan, and including original furnishings, equipment, machinery, apparatus, appurtenances and incidental improvements and expenses in connection therewith, as well as the purchase of zero-emission school buses, and machinery and apparatus, including any infrastructure, necessary to support the maintenance of such zero-emission school buses, in the ultimate amount not to exceed $10,000,000 over a probable term of ten (10) years; and further stating that such amount is to be raised from unappropriated and unassigned fund balance in excess of the amount prescribed by law; and

WHEREAS, the practice of planning ahead and systematically saving for capital acquisitions and other contingencies is considered prudent management; and

WHEREAS, the Board's goal in establishing the capital reserve fund is to provide for a long-term plan for preserving the District infrastructure and school buildings, reduce interest and other costs associated with debt issuances and is one method in maintaining a stable tax levy:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Onteora Central School District hereby submits the following proposition to be included on the ballot at the Annual Meeting and Election, to be held on May 19, 2026:

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"Shall the Board of Education of the Onteora Central School District be authorized to establish a capital reserve fund for the purpose of appropriating sufficient funds necessary to construct and finance district-wide renovations, improvements and/or additions to its facilities, as identified from time-to-time, including but not limited to those recommended in its five-year capital facilities plan, as well as original furnishings, equipment, machinery, apparatus and appurtenances, including incidental improvements and expenses in connection therewith, , as well as the purchase of zero-emission school buses, and machinery and apparatus, including any infrastructure, necessary to support the maintenance of such zero-emission school buses, in the ultimate amount not to exceed $10,000,000 over a probable term of ten (10) years; and that the source of such ultimate amount shall be transferred from unappropriated and unassigned fund balance in excess of the amount prescribed by law?"; and

BE IT FURTHER RESOLVED, that the District Clerk shall be authorized to include the language of such capital reserve fund proposition in the legal notice of the Annual Meeting, Budget Vote and Election.

Moved by: Jenny Jared; seconded by: Rory Smith

Carried

14. Consent Agenda

14.01 Approve Consent Agenda

The Board hereby approves item numbers 14.02 - 14.12
Moved by: Rory Smith; seconded by: Jenny Jared

Carried

14.02 Personnel Agenda

The Board of Education hereby approves the personnel agenda as attached

Carried

4-7-26 personnel agenda.pdf

14.03 Approve Overnight Trip for the SkillsUSA Leadership Conference

14.04 The Board of Education hereby approves 6 students to attend the SkillsUSA NY State Leadership Conference at the NYS Fairgrounds in Syracuse, NY on Thursday, April 22, 2026 through April 24, 2026 with all related fees, room and board.

_OHS SkillsUSA NYS Leadership Conference 4_22-4_24_26_Redacted.pdf

14.05 Approve Overnight Trip for the First Robotics Competition

The Board of Education hereby approves 1 student to attend the First Robotics Competition at the MVP Area in Albany, NY on April 15, 2026 through April 18, 2026 with all related fees, room and board.

Carried

OHS First Robotics Competition Overnight 4_15-4_18_26_Redacted.pdf

14.06 Budget Transfers

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The Superintendent recommends the transfer of $57,424 between BOCES budget codes to cover billing for the remainder of the school year.

	From	To
Amount	**Budget Code**	**Budget Code**
$ 35,794.00	**A2250.490-09**	**A1480.490-10**
$ 7,480.00	**A2250.490-09**	**A1430.490-10**
$ 14,150.00	**A2110.490-10**	**A1310.490-10**

Carried

14.07 Donations

The Superintendent recommends approval for the attached donations, each contributing to various initiatives within our district, and increasing their respective budgetary revenue & appropriations. The total amount for approval is $12,750.00.

Carried

Donation Spreadsheet for 25-26 BOE Approval 4.7.2026 $12,750.00.pdf

14.08 Financial Report

The Board has reviewed and hereby accepts the Financial reports from February 2026

Carried

14.09 Warrants

The Board of Education has reviewed and hereby accepts Warrant Schedule 10

Carried

14.10 Award of Contracts – GC & EC

WHEREAS, the Onteora Central School District received bids for the Elevator Upgrade & Ceiling Reconstruction Project; and

WHEREAS, the bids have been reviewed and recommendations made by the District's Construction Manager;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education awards the following contracts to the lowest responsible bidders:

- **General Construction (GC-02):** Transitional Builders Inc., in the amount of **$1,432,613.00**;
- **Electrical Construction (EC-04):** CDE Electric, in the amount of **$122,960.00**;

BE IT FURTHER RESOLVED, that the Superintendent is authorized to execute all necessary contract documents.

Carried

Rec to Award - Onteora CSD Elevator Project_Test.pdf

14.11 Rejection of Mechanical Contract

WHEREAS, bids were received for the Mechanical Construction Contract (MC-03) for the Elevator Upgrade & Ceiling Reconstruction Project; and

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WHEREAS, it has been determined to perform this work by the District;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education rejects all bids for the Mechanical Construction Contract (MC-03).

Carried

14.12 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, #04/26, Confidential, as reviewed by Trustee Cindy Bishop

Carried

15. Contracts and Independent Contractor Retainers

15.01 Approve all Contracts and Independent Contractor Retainers

The Board hereby approves item numbers 15.02 - 15.09
Moved by: Clark Goodrich; seconded by: Jenny Jared

Carried

15.02 Approve Polling Services Agreement

The Board of Education hereby approves the Polling agreement between the Onteora Central School District and the Ulster County Board of Elections as attached for the Annual Budget Vote and School Board Election on May 19, 2026

Carried

BOE- Onteora CSD Polling Service Agreement 5.19.26.pdf

15.03 ICR- Poly Science Mentor

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 Martin Reznick retained as a Poly Science Mentor effective April 1, 2026 through June 30, 2026 at a maximum rate of $250.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

M. Reznick- Poly Science.pdf

15.04 ICR- Physical Therapy Mentor

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 Access PT, OT, New York, PLLC retained as a Physical Therapy Mentor effective January 1, 2026 through June 30, 2026 at a maximum rate of $250.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

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Access PT OT NY PLLC - Physical Therapy.pdf

15.05 ICR- Engineering Mentor

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 Robert Proietti retained as a Engineer Mentor effective January 1, 2026 through June 30, 2026 at a maximum rate of $250.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

R. Proietti- Engineering.pdf

15.06 ICR- Wildlife Assemblies

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 William Robinson to provide two (2) Wildlife Assemblies at the Woodstock Elementary School effective April 13, 2026 at a maximum rate of $850.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

W. Robinson- Wildlife Assemblies.pdf

15.07 ICR- Storyteller

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 Karen Pillsworth retained as a Storyteller at the Bennett Elementary School effective March 26, 2026 at a maximum rate of $100.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

K. Pillsworth- Storyteller.pdf

15.08 Health and Welfare Services for Kingston City School District

BE IT RESOLVED, that the Board of Education of the Kingston City School District establishes the rate of $1,615.00 per pupil for the school year 2025-2026 for Health Services provided for Onteora resident pupils attending nonpublic schools in the Kingston City School District.

BE IT FURTHER RESOLVED, that the Board President and Clerk of the Board of Education be authorized to sign contracts for health services for the 2025-2026 school year.

Carried

KCSD Health & Welfare Services 25-26 Cost Per Pupil -$1,615.00- for BOE Approval 4.7.26.pdf

15.09 Health and Welfare Services for Taconic Hills Central School District

BE IT RESOLVED, that the Board of Education of the Taconic Hills Central School District

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establishes the rate of $761.96 per pupil for the school year 2025-2026 for Health Services provided for Onteora resident pupils attending nonpublic schools in the Taconic Hills Central School District.
BE IT FURTHER RESOLVED, that the Board President, Superintendent and Clerk of the Board of Education be authorized to sign contracts for health services for the 2025-2026 school year.

Carried

Taconic Hills CSD Health & Welfare Services 25-26 Cost Per Pupil -$761.96- for BOE Approval 4.7.26.pdf

16. Policies

16.01 First Reading of Policy 1611 Procedure for the Annual District Election

1611 Procedure for the Annual Meeting - draft with changes.pdf

16.02 First Reading of Policy 7621 Rights of Students with Disabilities Under Section 504

Policy 7621 Rights of Students with Disabilities Under Section 504- DRAFT.pdf

16.03 First Reading of Policy 8130 Non-Discrimination and Equal Opportunity

Policy 8130 Non-Discrimination and Equal Opportunity.pdf

16.04 Rescind Policy 8210 Safety Conditions and Programs and Policy 8220 Career and Technical (Occupational) Education

The Board of Education hereby rescinds policies 8210 and 8220
Moved by: Jenny Jared; seconded by: Rory Smith

Carried

Policies are considered non-essential per NYSSBA

8210 SAFETY CONDITIONS AND PROGRAMS.pdf

8220 CAREER AND TECHNICAL (OCCUPATIONAL) EDUCATION.pdf

17. Committee Reports

17.01 Updates from Board Committees

Trusstee Knutsen provided an update on the communication committee noting that the committee recently met and discussed the upcoming budget newsletter, which is scheduled to be distributed at the end of April. The committee is working toward presenting budget information in a more visual and user-friendly format to improve community understanding.

Trustee Bishop indicated that Board Briefs are now being distributed through ParentSquare, with community members also able to access them online.

Additional “Fast Facts” communications will be shared by the High School Principal. There is a continued goal of increasing community subscriptions to Board Briefs, which currently include 112 community members in addition to parents and staff.

The BOCES communications team is also tracking engagement across platforms, including YouTube, Facebook, and Instagram, to better understand how the community is

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accessing information.

The upcoming Board Brief will be dedicated to the budget and election.

Trustee Mitchell-Marell reported that the facilities committee met at the Middle-High School to review upcoming summer projects, maintenance work, and planned improvements. Committee members also conducted a walkthrough of the building.

Trustee Jared gave a report on the academic ad hoc committee meeting. The committe met for a second time to discuss key topics, including the Portrait of a Graduate. Through discussion, it was noted that many of these practices are already in place within the district. Trustee Jared expressed that these conversations would be valuable at the full Board table.

The committee discussed the potential dissolution of the ad hoc committee in order to continue these conversations publicly during board meetings. Board President Bishop raised questions regarding the purpose of the committee, noting that ad hoc committees are typically goal-oriented. Further discussion will take place at the next meeting.

18. Unfinished Business

18.01 The Board will discuss Unfinished Business

Trustee Bishop requested that board members review the proposed Ulster Rapid Response (URR) Resolution alongside the Onteora Student Support Resolution. She noted that any proposed additions or revisions to the current resolutions will be reviewed by legal counsel prior to further action.

Trustees were asked to submit suggested additions or modifications to the Superintendent by this Friday to allow sufficient time for attorney review and feedback ahead of the next Board meeting.

The Board engaged in discussion regarding potential enhancements to the resolutions, emphasizing the importance of ensuring that any additions are realistic, actionable, and do not commit the district beyond its capacity. It was further noted that all language included must have a sound legal basis.

Key Consideration Moving Forward:
Are there any appropriate additions to the current resolutions that strengthens intent while remaining legally sound and within the District's ability to implement?

Continued Discussion – "A New Direction for Students in an AI World" Report
Reviewing pages 27-32 and 53-87

A-New-Direction-for-Students-in-an-AI-World-FULL-REPORT.pdf

19. New Business

19.01 The Board will discuss New Business

Nothing discussed

20. Request for Information

20.01 Board Members will Request Information of the Superintendent

Trustee Knutsen expressed concern after hearing that a bus driver who spoke during the Public Be Heard section of the meeting was unfamiliar with protocols related to the presence of government officials at a student's residence during drop-off.

Trustee Knutsen inquired about what training and guidance has been provided to staff regarding such situations.

It was noted that the bus driver referenced is employed through the District's transportation contractor, First Student. Clarification was requested regarding the expectations, training procedures, and communication of protocols fort employees and for contracted drivers in these circumstances.

21. Adjournment

21.01 Adjourn the Meeting. Next meeting is April 21, 2026 at 6:00 pm at Woodstock School.

The meeting is adjourned at 9:32 PM.
Moved by: Rory Smith; seconded by: Clark Goodrich

Carried

District Clerk

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ADMINISTRATIVE BUDGET

CODE	DESCRIPTION	PROPOSED FTE	ACTUAL 2024-25 EXPENSES	CURRENT 2025-26 BUDGET	PROPOSED 2026-27 BUDGET
150	Certified Salaries	1.50	$430,593	$332,598	$327,751
160	Other Salaries	11.80	$1,022,792	$1,107,282	$1,129,447
200	Capital Outlay-Equipment		$5,553	$6,765	$8,600
300	Supplies & Materials		$27,598	$31,763	$47,345
400	Contractual & Other		$296,802	$442,647	$403,395
440	Contract Professional Services		0	0	0
490	School District & Other BOCES		$34,358	$104,077	$105,475
700	Interest on Revenue Notes		0	0	0
800	Employee Benefits		$863,775	$738,770	$845,223
899	Other Post Retirement Benefits				
	Retirees Health Insurance		$3,570,143	$4,253,514	$4,205,459
	Medicare Reimbursements		$720,264	$863,315	$831,350
950	Transfer Charges from Operations & Maintenance		$120,990	$253,055	$295,073
960	Transfer Charges from Service Programs		$102,512	$154,785	$175,492
970	Transfer Credits from Service Programs		0	0	0
970	Transfer Credits from MHRIC for Post Retiree Benefits		($781,011)	($870,359)	($882,554)
990	Transfer Credits from Other Funds		($61,768)	($65,829)	($63,229)
	TOTAL ADMINSTRATIVE BUDGET	13.30	$6,352,601	$7,352,383	$7,428,827
	Interest & Earnings			($344,300)	($275,000)
	Unclassified Revenues			($15,000)	($15,000)
	CHARGES TO COMPONENTS			$6,993,083	$7,138,827

OFFICE OF THE DISTRICT SUPERINTENDENT

The District Superintendent serves as the Chief Executive Officer of Ulster BOCES and is the representative of the New York State Commissioner of Education in the Ulster Supervisory District.

Both New York State and Ulster BOCES pay this salary. The 2026-2027 budgeted salary for the Chief Executive Officer is $164,751, which is the allowable salary under the State salary cap for district superintendents. The State salary as the Commissioner's representative is $43,499. The benefits related to the position are estimated to be $108,029 and include life insurance, teacher retirement, health, dental, and vision insurance, health savings account, and worker's compensation.

The total budget for supplies, materials, contractual, and other expenses is $61,487, which is allocated as follows:

- $35,000 for State meetings as required by or for State Education Department functions.
- $9,460 for local meeting expenses as required by or for BOCES or State purposes and includes the cost of registration, lodging, travel, meals, and other related contractual expenses.
- $7,045 for professional memberships.
- $9,982 for supplies and materials.

Board of Cooperative Educational Services

of the Sole Supervisory District of
Ulster County

BALLOT FOR ELECTION
TO
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

There are four (4) vacancies on the Board of Cooperative Educational Services to be filled at the annual election to be held on April 21, 2026. The trustees or board of education of each component school district, by resolution, may cast one vote for each vacancy to be filled, provided that no more than one vote may be cast for any candidate. No more than one person residing in a particular component school district may be elected to serve on the Board of Cooperative Educational Services at one time, except as provided in Education Law 1950(2-A). The District Clerk, or other officer authorized to certify that a Board resolution has been adopted, shall complete the ballot by placing an "X" next to the name of each candidate for whom a vote has been cast, and by completing the attached certification. Candidates are listed by seat with their addresses and school districts of residence:

Seat #1 - Saugerties (3-year term - July 1, 2026 - June 30, 2029)

Krista Barringer
Saugerties, NY 12477 ☐

Seat #2 - "At-Large" (3-year term - July 1, 2026 - June 30, 2029)

Seat #3 - "At-Large" (3-year term - July 1, 2026 - June 30, 2029)

Seat #4 - "At-Large" (3-year term - July 1, 2026 - June 30, 2029)

Select Three

Donald Greene (Wallkill)
Newburgh NY 12550 ☐

Marla Kaplan (Ellenville)
Ellenville, NY 12428 ☐

Suzanne Jordan (Kingston)
Kingston, NY 12401 ☐

Personnel Agenda for BOE Meeting 04/21/2026

Be it hereby resolved that the Board appoints:
McGrath, Ariel certified School District Leader to a 4-year probationary period in the tenure area of Principal (replace retirement) at a salary of $140,000.00 commencing on 07/01/2026 and ending on 06/30/2030.
Be it further resolved that, to the extent applicable under Education Law Section 3012-d and the accompanying Commissioner's Regulations, in order to be considered for tenure, the above administrator must have received an APPR rating of effective or highly effective in three of the four probationary years and must not receive an ineffective in the fourth year.

LEAVE OF ABSENCE: NON-INSTRUCTIONAL

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
3189	04/07/26 – 05/18/26	Medical Leave – Workers Compensation
4261	04/01/26 – 04/17/26	FMLA
4221	05/18/26 – 09/01/26*	FMLA

approximate dates, pending medical documentation

ADMINISTRATIVE LEAVE OF ABSENCE

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
040125	04/22/26 – 05/05/26	Extended leave and reassigned pursuant to Superintendent
040926	04/09/26 – 05/05/26	Paid Administrative Leave

RESIGNATIONS: INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	REMARKS
D'Aprile, Adrien	Teaching Assistant – Bennett	06/26/26	Personal

RESIGNATIONS: NON - INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	REMARKS
Smith, Leah	Typist- Athletic Department	06/30/26	Retirement

EXTRA DUTY STIPENDS

NAME	POSITION	AMOUNT
Fallo, Elizabeth	Summer School Principal	$5,500.00
Keenan, Bryan	Regents Prep (Chemistry)	$1,676.00

SUBSTITUTE

NAME	POSITION	AMOUNT
Albergo, Nicole**	Teacher (uncertified)	$120.00/day
Pratt-Hewitt, Dakotah**	Clerical	$16.00/hour

pending pre-employment processing

TEMPORARY APPOINTMENT: INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	RATE	REMARKS
Armstrong, Mark	English Teacher/ High School	04/09/26 – 05/02/26	MA Step 1 effective 4/30/26 after 15 days at sub rate.	
McCarthy, Julie	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Mayone-Allison, Joan	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Warren, Kristen	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Millman, Jacob	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Millman, Michelle	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Erlwein, Doreen	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Hadley, Karen	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Sanders, Douglas	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Haro Montelongo, Sharee	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
George, Elizabeth	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Jabs, Madelyn	Summer School Teacher	04/22/26 – 07/31/26	$45.00/hour	Summer Academy & Planning
Kwarteng, Chantal	Summer School Teaching Assistant	04/22/26 – 07/31/26	On Step	Summer Academy & Planning
Silver, Lauren	Summer School Teaching Assistant	04/22/26 – 07/31/26	On Step	Summer Academy & Planning
Guerin, Tracy	Summer School Teaching Assistant	04/22/26 – 07/31/26	On Step	Summer Academy & Planning

Cole, Karen	Summer School Teaching Assistant	04/22/26 – 07/31/26	On Step	Summer Academy & Planning
Bonestell, Lisa	Summer School Teaching Assistant	04/22/26 – 07/31/26	On Step	Summer Academy & Planning
Decker, Connor	Summer School Teaching Assistant	04/22/26 – 07/31/26	On Step	Summer Academy & Planning

TEMPORARY APPOINTMENT: NON -INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	RATE	REMARKS
Hansen, Karen	Summer Nursing	07/01/26 – 09/01/26	On Step	Summer Academy & Planning/ Up to 120 hours
Blakley, Sabrina	Summer Nursing	07/01/26 – 09/01/26	On Step	Summer Academy & Planning/ Up to 120 hours
Kight, Heather	Summer Nursing	07/01/26 – 09/01/26	On Step	Summer Academy & Planning/ Up to 40 hours
Tieri, Janice	Summer Nursing	07/01/26 – 09/01/26	On Step	Summer Academy & Planning/ Up to 40 hours
Zindulka, Zackariah	Summer Tech. Helper	06/30/26 – 09/01/26	$20.00	

2026-27 Property Tax Report Card

621201 - ONTEORA CSD

Contact Person: Monica LaClair
Telephone Number: 845-657-8499

	Budgeted 2025-26 (A)	Proposed Budget 2026-27 (B)	Percent Change (C)
Total Budgeted Amount, not Including Separate Propositions	63,588,660	66,481,500	4.55%
A. Proposed Tax Levy to Support the Total Budgeted Amount [1]	49,402,800	50,626,535	
B. Tax Levy to Support Library Debt, if Applicable	0	0	
C. Tax Levy for Non-Excludable Propositions, if Applicable [2]	0	0	
D. Total Tax Cap Reserve Amount Used to Reduce Current Year Levy, if Applicable	0	0	
E. Total Proposed School Year Tax Levy (A + B + C - D)	49,402,800	50,626,535	2.48%
F. Permissible Exclusions to the School Tax Levy Limit	428,433	425,998	
G. School Tax Levy Limit , Excluding Levy for Permissible Exclusions [3]	48,974,367	50,200,537	
H. Total Proposed School Year Tax Levy, Excluding Levy to Support Library Debt and/or Permissible Exclusions (E - B - F + D)	48,974,367	50,200,537	
I. Difference: (G - H); (negative value requires 60.0% voter approval) [2]	0	0	
Public School Enrollment	1,005	978	-2.69%
Consumer Price Index			3.0%

[1] Include any prior year reserve for excess tax levy, including interest.

[2] Tax levy associated with educational or transportation services propositions are not eligible for exclusion under the School Tax Levy Limit and may affect voter approval requirements.

[3] For 2024-25, include any carryover from 2023-24 and exclude any tax levy for library debt or prior year reserve for excess tax levy, including interest.

	Actual 2025-26 (D)	Estimated 2026-27 (E)
Adjusted Restricted Fund Balance	$18,928,399.00	$16,910,444.00
Assigned Appropriated Fund Balance	$2,518,408.00	$3,962,485.00
Adjusted Unrestricted Fund Balance	$6,959,657.00	$2,659,260.00
Adjusted Unrestricted Fund Balance as a Percent of the Total Budget	10.94%	4.00%

Schedule of Reserve Funds

Reserve Type	Reserve Name	Reserve Description *	3/31/26 Actual Balance	6/30/26 Estimated Ending Balance	Intended Use of the Reserve in the 2026-27 School Year
Capital	Capital 2023	For the cost of any object or purpose for which bonds may be issued	$9,355,159	$9,355,159	This reserve is fully funded and will be used for a future approved capital project
Capital	Capital 2025	For the cost of any object or purpose for which bonds may be issued	$0	$1,250,000	No intended use
Repair	Repair	To pay the cost of repairs to capital improvements or equipment.	$33,340	$33,340	Misc Building Repairs
Workers' Compensation		To pay for Workers Compensation and benefits.			
Unemployment Insurance	Unemployment Insurance	To pay the cost of reimbursement to the State Unemployment Insurance Fund.	$742,315	$750,009	District Portion of Unemployment
Reserve for Tax Reduction		For the gradual use of the proceeds of the sale of school district real property.			
Mandatory Reserve for Debt Service		To cover debt service payments on outstanding obligations (bonds, BANS) after the sale of district capital assets or improvements.			
Insurance		To pay liability, casualty, and other types of uninsured losses.			
Property Loss		To establish and maintain a program of reserves to cover property loss.			
Liability		To establish and maintain a program of reserves to cover liability claims incurred.			
Tax Certiorari		To establish a reserve fund for tax certiorari settlements			
Reserve for Insurance Recoveries		To account for unexpended proceeds of insurance recoveries at the fiscal year end.			
EBALR – Employee Benefit Accrued Liability	Employee Liability	For the payment of accrued 'employee benefits' due to employees upon termination of service.	$1,659,779	$1,659,779	No intended use
Retirement Contribution	ERS Reserve	To fund employer retirement contributions to the State and Local Employees' Retirement System	$3,842,325	$3,842,325	No intended use
Other Reserve	TRS Sub Fund		$2,037,787	$2,037,787	No intended use

Boiceville, New York 12412

2026 BOARD OF REGISTRATION

VOTING May 19, 2026 7:00 A.M.- 9:00 P.M.

Chairperson: Amanda Gates

	BOICEVILLE
Chief Registrars	Debra D'Aprile, Carol West
Keymasters	Alison Maltby-Duggan, Christina Himberger
Ballot Masters	Delilah Lieberman, Fiona Green, Nico Stackpole, Shelby Buryk Alternate: Adam Grady
Assistant Clerk	Kimberly Cole

RATE OF PAY

Chief Registrars and Assistant Clerk	$200.00 / 7 hours
Keymasters on Voting Day, May 19, 2026	$150.00 / 7 hours
Ballot Masters	$150.00 / 7 hours

BOE approved:

Donations Received for Board of Education Approval, April 21, 2026				
Donor:	**Amount:**	**Purpose:**	**Revenue:**	**Appropriation:**
Stewart's Foundation PO Box 435 Saratoga Springs, NY 12866	$500.00	Woodstock Supplemental - Snack Program	A2705	A2110.431-07
Melanie Ahouse	$300.00	Elaine Ostrander Memorial Award	CM2705.15	CM2989.400-15
Patricia Tosi 67 Parker Lane Shokan, NY 12481	$300.00	Peter Tosi Memorial Award	CM2705.15	CM2989.400-15
Milestone Mill LLC 336 Plaza Road Kingston, NY 12401	$500.00	Meet, Greet & Eat Donation	CM2705.25	CM2989.400-25
Retired Employees of Onteora	$3,000.00	Retired Employees of Onteora Award	CM2705.15	CM2989.400-15
Gary & Christian Meyer 963 Comfort Road Spencer, NY 14883	$50.00	Levon Helm Scholarship	CM2705.10	CM2989.400-10
Ron H. Pape Memorial Fund	$2,000.00	Ron H Pape Memorial Scholarship	CM2705.15	CM2989.400-15
Deborah & Richard Heppner 22 Neher Street Woodstock, NY 12498	$300.00	Jane & Victor Allen Award	CM2705.15	CM2989.400-15
American Legion Auxiliary Post 950 1045 Veteran's Way Phoenicia, NY 12464	$500.00	Veteran's Appreciation Award	CM2705.15	CM2989.400-15
Ward Todd 7370 Route 28 Shandaken, NY 12480	$200.00	Jane Todd Memorial Award	CM2705.15	CM2989.400-15
Sarah Turck 156 Mill Road Olivebridge, NY 12461	$71.00	OAA Leadership Award	CM2705.15	CM2989.400-15
Lance Edelman 24 Morning Star Drive New Paltz, NY 12561	$74.00	OAA Leadership Award	CM2705.15	CM2989.400-15
Jean M. Douglas PO Box 383 High Falls, NY 12440	$100.00	Bernie Stahl Memorial Award	CM2705.15	CM2989.400-15
Jean M. Douglas PO Box 383 High Falls, NY 12440	$125.00	Greg Gregor & Lou Egbertson Award	CM2705.15	CM2989.400-15
Jean M. Douglas PO Box 383 High Falls, NY 12440	$200.00	Onteora DECA Award	CM2705.15	CM2989.400-15
Jean M. Douglas PO Box 383 High Falls, NY 12440	$25.00	Kaleigh Griffin Memorial Award	CM2705.36	CM2989.400-36
CPL Consultants, LLC 255 Woodcliff Drive Suite200 Fairport, NY 14450	$500.00	Meet, Greet & Eat Donation	CM2705.25	CM2989.400-25
OCSD Spanish Club PO Box 300 Boiceville, NY 12412	$200.00	Spanish Award	CM2705.15	CM2989.400-15
Total	**$8,945.00**			

Catskill
CENTRAL SCHOOL DISTRICT
reflecting educational excellence

CONTRACT FOR HEALTH AND WELFARE SERVICES
2025-26 SCHOOL YEAR

THIS AGREEMENT made this 2nd day of February, 2026, by and between the Board of Education of Catskill Central School District, Town of Catskill, County of Greene, New York, party of the first part, and the Board of Education of **Onteora Central School District**, Town of Boiceville, County of Ulster, New York, party of the second part.

WITNESSETH, that the party of the second 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 the district designated as party of the second part and attending a nonpublic school located in the Catskill Central School District, Town of Catskill, County of Greene, New York, said services to begin on September 4, 2025 and to end June 25, 2026.

NOW, THEREFORE, the said party of the second part hereby agrees to pay the party of the first part the cost per pupil of **$1,168.18** for health and welfare services to be provided under section 912 to approximately 2 child/children residing in said district Town(s)(City) of Boiceville, County (Counties) of Ulster, New York and attending nonpublic schools in Catskill Central School District, Town of Catskill, County of Greene, New York.

The per-pupil rate has been calculated as follows:

Total cost of School Health Services provided: $1,538,492.14
Number of pupils served (including resident and non-resident students): 1317
Average per-pupil cost: $1,168.18/student
Total number of students served from District of Residents: 2

Total cost due: $2,336.36

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

1. That the health and welfare services provided under Section 912 shall consist of the following:

   Physician Services
   School Nurse Services
   School Psychological Services
   School Speech Correctionist Services

Such services include services performed by a physician, school nurse, school psychologist, school speech correctionist, and may also include vision and hearing tests, the taking of medical histories and health records and the administration of emergency care programs for ill or injured pupils while attending school.

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-teacher, psychologist, and speech corrections (i.e., scales, supplies, and all other readily transportable equipment and supplies pertaining to delivery of services).

It is expressly agreed 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 hereto until the same shall be approved by the District Superintendent of Schools.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year above written.

	Catskill Central School District	343 West Main Street Catskill, NY 12414
(President of Board of Education)	*(Party of the First Part)*	*(Post Office Address)*
	Catskill Central School District	343 West Main Street Catskill, NY 12414
(Clerk of Board of Education)	*(Party of the First Part)*	*(Post Office Address)*

Approval of Superintendent

3/4/2026
Date

Superintendent of Schools

****

(President of Board of Education)	*(Party of the Second Part)*	*(Post Office Address)*
(Clerk of Board of Education)	*(Party of the Second Part)*	*(Post Office Address)*

SAUGERTIES CENTRAL SCHOOL DISTRICT
CALL BOX A, 310 Washington Avenue Ext.
Saugerties, New York 12477
(845) 247-6500 Fax (845) 246-7126
www.saugerties.k12.ny.us

CONTRACT FOR HEALTH SERVICES

This agreement made in duplicate this 3rd day of September, 2025 between the Onteora Central School District, County of Ulster, New York, party of the first part, and THE BOARD OF EDUCATION OF THE SAUGERTIES CENTRAL SCHOOL DISTRICT, SAUGERTIES, NEW YORK, COUNTY OF ULSTER, party of the second part.

WITNESSETH, that whereas party of the first part has been duly empowered by the provisions of Section 912 of the Education Law and Resolution of the Board of Education to enter into a contract for the purpose of providing health services for children residing in said school district and attending non-public schools in the Saugerties Central School District of Saugerties, New York, County of Ulster, to begin 9/3/25 and to end 6/26/26.

NOW, THEREFORE, the said party of the first part hereby agrees to pay the party of the second part the sum of **$89,157.00** for health services to be provided under Section 912 to **75** children residing in Onteora Central School District, County of Ulster, NY and attending non-public schools in the Saugerties Central School District, NY County of Ulster. See attached list of names.

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

1. That the health services provided under Section 912 shall consist of the following:

   Physician Services
   Nurse Services
   School Psychological Services
   School Speech Pathologist Services

   Such services may include, but are not limited to all services performed by a physician, nurse, school psychologist or school speech pathologist, and may also include vision and hearing tests, the taking of medical histories and the administration of emergency care programs for ill or injured pupils.

2. The part 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 non-public school:

   Supplies and equipment for use by physician, school nurse, psychologist, and speech pathologist (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 service).

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

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 (district) superintendent of schools.

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

PARTY OF THE FIRST PART:

Superintendent of Schools or Trustee
Onteora Central School District

Date

President of Board of Education
Onteora Central School District

Date

PARTY OF THE SECOND PART:

Gwendolyn Roraback

3-31-26
Date

Gwendolyn Roraback, Ed.D., Interim Superintendent
Saugerties Central School District

3-31-2026
Date

President of Board of Education
Saugerties Central School District

HEALTH SERVICES 2025-2026 CALCULATIONS

School Physician& Other Contractual	55,000
Speech Teachers	536,781
Nurses	421,461
Social Workers	470,565
Psychologists	458,008
Fringe	861,551
Total of:	77,000
Materials and Supplies	
Equipment	
Incidentals	
Total	2,880,366
Saugerties Enrollment	2,224
Woodstock Day School Enrollment	133
Middleway School Enrollment	66
Total Enrollment	2,423
Cost per Pupil	1,188.76

Onteora Central School District

Phone (845) 657-6383
BOICEVILLE, NEW YORK 12412 Fax (845) 657-8742

INDEPENDENT CONTRACTOR RETAINER

Name: _____Matthew Savatgy _____
Address: ____45 Shokan Park Road, Shokan, New York 12481 __
Telephone Number: ____(845) 657-8563 _____

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 ___Bennett Earth Day Coordinator_____, effective _April 27th, 2026__ to __June 5th, 2026__, at a fee of $__1,060.00____ , with no fringe benefits or deductions. You will be paid on a single invoice submitted by you. This payment will be made from an invoice submitted ending: ___June 5th, 2026.____

This retainer will become valid when signed by you, the Program Supervisor and the Superintendent of Schools. 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 3/31/26

_____Matthew Savatgy_____ [redacted]
Print Name Social Security Number or Federal Tax ID

Approved by: _____ Date 3/31/26
Program Supervisor

PN Science Program A 2110.449-03
Program Budget Code

Approved by: _____ _____
Superintendent of Schools Date

Matthew Savatgy
45 Shokan Park Road, Shokan, NY 12481 (845) 657-8563 Msavatgy@hvc.rr.com

Bennett Science in Education Initiative

To: Onteora Central School District
Date: 3/31/26

Explanation of proposed services:

2026 Bennett School Earth Day Coordinator

Plan, organize and oversee Bennett School's 2026 Earth Day Program. Recruit numerous community agencies and skilled individuals to come to Bennett on Friday June, 5th, 2026 for the purpose of educating the students and staff on "Earth Friendly" related topics.

Provide teachers with an opportunity to sign up their classes for the presentations that best fit their grade level needs. Coordinate supplies and equipment needed for the presentations. Create schedules, maps and station signs so that the teachers can lead their classes around in an organized and orderly fashion. Ensure that the Bennett nature trail is free of hazards and is set up prior to the event.

At the conclusion of the event, return all equipment and unused supplies. Check nature trail and school for cleanliness. Reach out to the presenters in order to thank them for helping with the event. Create an information folder with a copy of all relevant materials that would be needed to run next year's event.

Required Funding: $1,060.00 for services described above

Onteora Central School District

Phone (845) 657-6383
BOICEVILLE, NEW YORK 12412 Fax (845) 657-8742

INDEPENDENT CONTRACTOR RETAINER

Name: _____Matthew Savatgy _____
Address: ____45 Shokan Park Road, Shokan, New York 12481 __
Telephone Number: ____(845) 657-8563 _____

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 ___Woodstock Go Green Day Coordinator_____, effective _April 27th, 2026__ to __May 15th, 2026__, at a fee of $__1,060.00____ , with no fringe benefits or deductions. You will be paid on a single invoice submitted by you. This payment will be made from an invoice submitted ending: ___May 15th, 2026.____

This retainer will become valid when signed by you, the Program Supervisor and the Superintendent of Schools. 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 3/31/26

_____Matthew Savatgy_____ Print Name

[redacted] Social Security Number or Federal Tax ID

Approved by: _____ Program Supervisor Date 4-6-26

Woodstock Go Green Day Program

A2110.406-07 Budget Code

Approved by: _____ Superintendent of Schools Date _____

Effective 7/1/11

Matthew Savatgy
45 Shokan Park Road, Shokan, NY 12481 (845) 657-8563 Msavatgy@hvc.rr.com

Woodstock Go Green Initiative

To: Onteora Central School District
Date: 3/31/26

Explanation of proposed services:

2026 Woodstock School Go Green Day Coordinator

Plan, organize and oversee Woodstock School's 2026 Go Green Day Program. Recruit numerous community agencies and skilled individuals to come to Woodstock on Friday May 15th, 2026 for the purpose of educating the students and staff on "Earth Friendly" related topics.

Coordinate supplies and equipment needed for the presentations. Create schedules, maps and station signs so that the teachers can lead their classes around in an organized and orderly fashion. Ensure that the Woodstock Nature Trail and school grounds are free of hazards and are set up prior to the event.

At the conclusion of the event, return all equipment and unused supplies. Check nature trail and school grounds for cleanliness. Reach out to the presenters in order to thank them for helping with the event. Create an information folder with a copy of all relevant materials that would be needed to run next year's event.

Required Funding: $1,060.00 for services described above

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: PAUL SCHUBERT

Address: 28 JOHN CARLE RD. SAUGERTIES NY 12477

Telephone Number: (845) 399-5084 cell (845) 247-8743 home

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 music accompanist effective 9/1/26 to 6/30/26 at a rate of 75. per ~~day~~ service to a maximum of 750. 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.

Paul Schubert — Signature

3/26/26 — Date

PAUL SCHUBERT — Print Name

[redacted] — Social Security Number or Federal Tax ID

FOR DISTRICT USE ONLY

Approved by: _____ — Program Supervisor

4/13/26 — Date

A2110.449 -07 — Program

Concert for Music — Budget Code

Approved by: _____ — Superintendent of Schools

_____ — Date

Updated 09 01 2023

Paul Schubert - Piano Accompanist

Itemized List of Expenses

$75	Dress Rehearsal- June 8th
$75	Spring Concert- June 9th
	Total=$150

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: PAUL SCHUBERT

Address: 28 JOHN CARLE RD. SAUGERTIES NY 12477

Telephone Number: (845) 399-5084 cell (845) 247-8743 home

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 music accompanist effective 4/1/26 to 6/30/26 at a rate of 75. per ~~day~~ service to a maximum of 750.- 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.

Paul Schubert
Signature

3/26/26
Date

PAUL SCHUBERT
Print Name

[redacted]
Social Security Number or Federal Tax ID

FOR DISTRICT USE ONLY

Approved by: [signature]
Program Supervisor

4-15-26
Date

Accompanist
Program

A2110.406-07
Budget Code

Approved by: _____
Superintendent of Schools

Date

Updated 09 01 2023

Paul Schubert - Piano Accompanist WOODSTOCK

Itemized List of Expenses

$75	Dress Rehearsal- June 8th (am)
$75	Spring Concert- June 8th (pm)
	Total=$150

~~SUBJECT: EXTRACLASSROOM ACTIVITIES FUND Grades 6 12~~
ECA - STUDENT ACTIVITIES FUNDS MANAGEMENT

~~An organization within the Onteora Central School District whose activities are conducted by students and whose financial support is raised other than by taxation or through charges of the Board of Education, shall be known as an Extraclassroom Activity and the moneys received by it as an Extraclassroom Activities Funds.~~

~~An individual and impartial audit of the accounts shall be made at least annually in conjunction with the audit of the District records.~~

~~Funds left over in defunct organizations shall be assigned to other active organizations at the discretion of the Building Principal.~~

~~Deposit of Funds~~

~~Money turned in to the Activities Fund Treasurer shall be inspected and examined by both the Activities Fund Treasurer and the Faculty Advisor. The funds shall then be turned over to the Central Treasurer for Extraclassroom Activity Funds who will then issue a pre-numbered receipt.~~

~~Funds may be submitted to the Central Treasurer in person or by deposit in the Middle School/High School safe slot.~~

~~Expenditures~~

~~Moneys may be spent by student organizations for such purposes, including but not limited to the purchase of materials, supplies, professional services, or transportation, for rent of any materials or supplies, and for such services as printing, advertising, postage and telephone.~~

The Board of Education shall have the responsibility for the protection and supervision of the financial affairs of student clubs and extracurricular activities. The Superintendent will recommend and the Board will appoint a competent and qualified faculty advisor for each club or organization. The Board will appoint a treasurer for the management of the funds associated with these clubs and organizations at the annual board organizational meeting.

Each student organization will designate a student treasurer ~~in conformance with policy 5210.~~

ECA exits to teach students good business procedures through participation in handling such funds and operating a successful business

Prior to termination of a student organization, all funds remaining in the treasury must be disposed of in one of the following ways:

- Expended by a majority vote of the organization, as provided for in its bylaws.
- Transferred to another student organization or for another purpose, as determined by the membership of the student organization.

If no action is taken by the student organization, leftover funds of inactive or discontinued extraclassroom activities and of graduating classes shall automatically revert to the account of the High School Student Government general ~~student organization or student council~~.

(continued)

ECA - STUDENT ACTIVITIES FUNDS MANAGEMENT

Financial transactions will be carried out in conformance with district policies and procedures. An audit of all accounts will be made annually by the independent/external auditor.

*All funds in the Extra Classroom Activity (ECA) account shall be invested in an interest-bearing account. The interest generated will be accrued and managed by the High School Student Government ~~Student Affairs Council (SAC) group~~. These funds will also support the general ECA expenses such as purchasing deposit slips and disbursement forms when needed. This will allow all clubs and classes the opportunity to petition the High School Student Government ~~Student Affairs Council~~ for special instances where fiscal help is necessary. The Council with the approval of the Extra Classroom Activity Fund Chief Faculty Advisor (building principals) would approve special use of these funds.

~~The Board authorizes the Superintendent of Schools to implement rules and regulations for the conduct, operation and maintenance of extraclassroom activities funds and for the safeguarding, accounting and audit of all moneys received.~~

*ADDENDUM approved 11/21/88
8 New York Code of Rules and Regulations (NYCRR) Part 172

Adopted: 2/2/10

Non-Instructional/Business Operations

SUBJECT: CARDIAC AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs) IN PUBLIC SCHOOL FACILITIES

The School District shall provide and maintain on-site in each *instructional school facility* functional cardiac automated external defibrillator (AED) equipment as defined in Public Health Law Section 3000-b for use during emergencies. Each such facility shall have sufficient automated external defibrillator equipment available to ensure ready and appropriate access for use during emergencies in quantities and types as deemed by the Commissioner of Education, in consultation with the Commissioner of Health. Determination of the quantity and placement of AEDs must be made with consideration of at least the factors enumerated in Commissioner's Regulations. *An instructional school facility means a building or other facility maintained by the School District where instruction is provided to students pursuant to its curriculum.*

Whenever an *instructional School District facility* is used for a school-sponsored or school-approved curricular or extracurricular event or activity and whenever a *school-sponsored athletic contest* is held at any location, the public school officials and administrators responsible for such school facility or athletic contest shall ensure that AED equipment is provided on-site and that there is present during such event, activity or contest at least one (1) staff person who is trained in accordance with Public Health Law in the operation and use of an AED. *School-sponsored or school-approved curricular or extracurricular events or activities mean events or activities of the School District that are, respectively, associated with its instructional curriculum or otherwise offered to its students. A school-sponsored athletic contest means an extraclass intramural athletic activity of instruction, practice and competition for students in grades 4 through 12 consistent with Commissioner's Regulations Section 135.4.*

Where a *school-sponsored competitive athletic event* is held at a site other than a School District facility, School District officials shall assure that AED equipment is provided on-site by the sponsoring or host district and that at least one (1) staff person who is trained, in accordance with Public Health Law, in the operation and use of the AED is present during such athletic event. *A school-sponsored competitive athletic event means an extraclass interscholastic athletic activity of instruction, practice and competition for students in grades 7 through 12 consistent with Commissioner's Regulations Section 135.4.*

School District facilities and District staff responsible for carrying out the duties enumerated in Education Law Section 917 are deemed a "public access defibrillation provider" as defined pursuant to Public Health Law Section 3000-b and subject to the Public Health Law requirements and limitations.

Therefore, it is the policy of our School District to provide proper training requirements for District AED users, to ensure the immediate calling of 911 and/or the community equivalent ambulance dispatch entity whenever the AED is used, to ensure ready identification of the location of the AED units as enumerated in the District's Public Access Defibrillation Collaborative Agreement.

(Continued)

SUBJECT: CARDIAC AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs) IN PUBLIC SCHOOL FACILITIES (Cont'd.)

The District will provide for regular maintenance and checkout procedures of the AED unit(s) which meet or exceed manufacturer's recommendations. Appropriate documentation will be maintained in accordance with law and/or regulation. Further, the District will participate in the required Quality Improvement Program as determined by the Regional Emergency Medical Services Council.

The District shall post a sign or notice at the main entrance to the facility or building in which the AED unit(s) is stored, indicating the exact location where the unit(s) is stored or maintained on a regular basis.

Pursuant to Public Health Law Sections 3000-a and 3000-b, the School District (as a public access defibrillation provider), or any employee or other agent of the School District who, in accordance with the provisions of law, voluntarily and without expectation of monetary compensation renders emergency medical or first aid treatment using an AED to a person who is unconscious, ill or injured, shall not be liable for damages for injury or death unless caused by gross negligence.

Education Law Section 917
Public Health Law Sections 3000-a and 3000-b
8 New York Code of Rules and Regulations (NYCRR) Sections 135.4 and 136.4

Adopted: 6/29/09

AUTOMATED EXTERNAL DEFIBRILLATORS

The Board of Education recognizes that cardiac emergencies may arise that justify the use of an Automated External Defibrillator (AED). To this end, and in conformance with state law and regulation, the district provides and maintains AED equipment for use during cardiac emergencies at any instructional school facility or approved curricular or extracurricular events and activities at public school facilities, according to the district's cardiac-emergency response plan.

The Board will designate an Emergency Health Care Provider to monitor the program and ensure that all designated responders are properly trained and that AEDs are properly maintained. The district and the Emergency Health Care Provider will develop a written collaborative agreement which contains all the provisions for administration and use of this equipment including training requirements, location of AED units, the maintenance and inspection of AEDs, the identification of local emergency response providers and assurances that 911 will be called immediately for emergency assistance.

The Superintendent of Schools will ensure that AED equipment is available on-site in each instructional school facility in quantities adequate to ensure ready and appropriate access for use during emergencies, with a target response time of three to five minutes. AEDs must be clearly marked, accessible, and maintained consistent with American Heart Association guidelines (or other nationally recognized guidelines focused on emergency cardiovascular care).

School administrators will ensure the presence of at least one staff person who is trained in the operation and use of an AED:

- whenever public-school facilities are used for school-sponsored or school-approved curricular or extracurricular events or activities, or
- whenever a school-sponsored athletic contest is held at any location.

Where a school-sponsored competitive athletic event is held at a site other than a public-school facility, the public school officials must assure that AED equipment is provided on-site and a trained staff person is present.

(continued)

AUTOMATED EXTERNAL DEFIBRILLATORS (cont'd)

Where a school-sponsored competitive athletic event is held at a site other than a public-school facility, the public school officials must assure that AED equipment is provided on-site and a trained staff person is present.

AED Usage

Additionally, students are required by Commissioner's Regulations section 100.2 to complete instruction on hands-only CPR and the use of an AED at least once in grades 9-12, unless specifically exempted due to a student's disability, in accordance with the student's individualized education program (IEP) or Section 504 accommodation plan.

Anyone who has successfully completed a course on how to operate the AED approved by a nationally-recognized organization or the state emergency medical services council may operate the AED. Additionally, the following persons may also operate the AED:

1. health care practitioners acting within their lawful scope of practice;
2. persons acting pursuant to a lawful prescription; and;
3. any other individual, outside their employment or regular duties, acting in good faith and with reasonable care, and without expectation of monetary compensation.

Any use of an AED will be immediately reported to the local emergency medical services system and promptly reported to the emergency health care provider.

Notice

The locations(s) where each AED is regularly stored or maintained will be posted on signs at the main entrance of each location where an AED is stored.

Ref:

Education Law §§912; 917

Public Health Law §§3000-a(2); 3000-b

8 NYCRR §§100.2; 136.4

Adoption date:

PROCEDURE FOR THE ANNUAL DISTRICT ELECTION

~~Voting will be conducted by voting machines or paper ballot at the Poll Centers between the hours of 2 p.m. – 9 p.m.~~

Eligibility to Vote

A person shall be entitled to vote in any school district election and in all matters placed upon the official ballot, if such person is:

1. a citizen of the United States;
2. at least 18 years of age;
3. a resident within the school district for a period of 30 days preceding the election at which such person desires to vote;
4. qualified to register or is registered to vote in accord with section 5-106 of the Election Law which excludes:
   a) those convicted felons who have not been pardoned or had their rights of citizenship restored, those whose maximum sentence of imprisonment has not expired; and/or those who have not been discharged from parole;
   b) persons adjudged mentally incompetent by a court

Challenges to voters believed unqualified to vote may be undertaken pursuant to Education Law provisions. Each annual or special election or meeting shall have a presiding chairman appointed by the Board. Such chairman shall have the responsibility of properly handling any challenges to the qualification of any voter.

Voting

Voting machines shall be used for recording the votes on all elections, budget votes, and votes on special propositions. The only exception to the use of voting machines shall be a situation where the machines are unavailable due to mechanical failure. If this should arise, paper ballots will be used.

Each voting machine ~~or ballot box~~ shall have at least two election inspectors appointed by the Board in attendance during all voting hours. It shall be the duty of the District Clerk and assistant clerk or clerks to keep a poll list containing the name and legal residence of each person before such person is permitted to vote.

Election inspectors shall not advise or induce such voter to vote on any proposition or candidate, and if the election inspector were to learn how the individual voted, the election inspector shall never reveal the vote(s) recorded to any other person at any time.

~~The machines are to be arranged for a write-in vote. When a write-in vote is used, it automatically nullifies any other vote that is made on the machine for that particular candidate or issue.~~

Write-in ballot spaces are required. ~~Ballots containing~~ The names of nominated candidates will be provided ~~by~~ to the Board. There will be as many write-in spaces as there are vacancies at the time of election.

The writing in of a name in the blank space so provided, will sufficiently indicate a vote. The district cannot require a voter to place any other mark beside the name of a write-in candidate.

~~If a voter is challenged, in order to vote they must complete a Challenge Statement at the Registrar's desk. Their name and the name of the Challenger will be recorded on a Challenge list.~~

~~Only those voters who are registered with the Ulster County Board of Elections will be eligible to vote.~~

~~Inspectors of Election are to receive the votes cast, canvass same, and report the results of the voting following the closing of Polls.~~

~~**Closing of Poll Centers**~~

~~After every voter present has had a chance to vote and Polls are closed, the Inspectors are authorized to send the results of the voting to the District Clerk in Boiceville. The results of the election will be made public at that time. A special meeting of the Board of Education is to be called within 24 hours following the closing of the Polls to certify the voting results submitted by the Chairman.~~

~~Chairman and Board of Registration~~

~~At the last Regular Meeting in April, the Onteora Central School District Board of Education will approve the appointment of the Chairman for the Annual District Meeting, as well as the members of the Board of Registration for each Poll Center.~~

~~Members of the Board of Registration shall be paid at rates approved by the Board of Education and will be assigned to duties by the District Clerk.~~

~~Legal Qualifications of Voters at School District Meetings~~

~~A person shall be entitled to vote at any school meeting for election of members of the Board of Education, and upon all matters which may be brought before such meeting, who is:~~

~~a) A citizen of the United States;~~

~~b) Eighteen (18) years of age or older;~~

~~c) A resident within the District for a period of thirty (30) days preceding the meeting at which they offer to vote.~~

~~Any person who would not be qualified to register or vote under the provisions of Sections 5-100 and 5-106 of the Election Law shall not have the right to register for or vote in an election.~~

Absentee Ballots

~~The Board of Education authorizes the District Clerk or a Board designee to provide absentee ballots to qualified District voters. Absentee ballots shall be used for the election of School Board members, the adoption of the annual budget and School District public library budget, referenda and on questions and propositions submitted to the voters of the district.~~

~~A District voter must request in advance an application for an absentee ballot. The voter must complete the application and state the reason they will not be able to appear in person on the day of the District election/vote for which the absentee ballot is requested. The application must be received by the District Clerk or Board designee at least seven (7) days before the election/vote if the ballot is to be mailed to the voter, or the day before the election/vote if the ballot is to be delivered personally to the voter.~~

~~Pursuant to the provisions of Education Law, a qualified District voter is eligible to vote by absentee ballot if they are unable to appear to vote in person on the day of the School District election/vote because:~~

- ~~a) They are or will be a patient in a hospital, or is unable to appear personally at the polling place on the day of the election/vote because of illness or physical disability;~~
- ~~b) They have duties, occupation or business responsibilities, or studies which require being outside of the county or city of residence on the day of the School District election/vote;~~
- ~~c) They will be on vacation outside of the county or city of residence on the day of such District election/vote;~~
- ~~d) They will be absent from the voting residence due to detention in jail awaiting action by a grand jury or awaiting trial, or is confined in prison after conviction for an offense other than a felony; or~~
- ~~e) They will be absent from the School District on the day of the School District election/vote by reason of accompanying spouse, parent or child who is or would be, if they were a qualified voter, entitled to apply for the right to vote by absentee ballot.~~

~~Statements on the application for absentee ballot must be signed and dated by the voter. An absentee ballot must reach the office of the District Clerk or Board designee not later than 5 p.m. on the day of the election/vote in order that their vote may be canvassed.~~

~~A list of all persons to whom absentee ballots have been issued shall be maintained in the office of the District Clerk or Board designee and made available for public inspection during regular office hours until the day of the election/vote. Any qualified voter may, upon examination of such list, file a written challenge of the qualifications as a voter of any person whose name appears on such list, stating the reason for such challenge. In addition, any qualified voter may challenge the acceptance of the absentee voter's ballot of any person on such list by making their reasons known to the election inspector before the close of the polls.~~

The Board provides for the use of absentee ballots for voting. Such ballots shall be available for the election of members of the Board of Education, the adoption of the school district budget, and on questions and propositions submitted to the voters of the district. The application must be received by the District Clerk at least seven days prior to the election, if the ballot is to be mailed to the voter; or the application must be received by the day before the election, if the ballot is to be personally delivered. The application must be completed and returned, and the individual must verify therein that he/she meets all voting requirements, and explain the reason for his/her inability to appear in person to vote.

In particular, the individual must explain that he/she will be unable to appear to vote in person on the day of the school district election because:

1. he/she will be a patient in a hospital, or unable to appear personally at the polling place on such day because of illness or physical disability;
2. his/her duties, occupation, business, or studies will require him/her to be outside of the county

or city of his/her residence on such day;

3. he/she will be on vacation outside the county or city of his/her residence on such day; or

4. he/she will be detained in jail awaiting action by a grand jury; awaiting trial; or is confined in prison after conviction for an offense other than a felony.

The district shall request registration lists from the Board of Elections for those voters whose registration record has been marked "permanently disabled" and shall automatically mail absentee ballots to such voters in advance of each district vote or election.

The District Clerk shall maintain a record of all absentee ballot applications received and ballots issued, and shall ensure that procedures are in place to prevent duplicate voting.
Absentee ballots shall be secured and preserved until canvassing, and shall be canvassed in the manner and at the time prescribed by New York State law.

Early Mail Voting

The Board of Education provides for the use of early mail voting in school district elections. Early mail ballots shall be available for the election of members of the Board of Education, the adoption of the school district budget, and on questions and propositions submitted to the voters of the district. An application for an early mail ballot must be received by the District Clerk at least seven days prior to the election, if the ballot is to be mailed to the voter; or the application must be received by the day before the election, if the ballot is to be personally delivered. An early mail ballot application must be completed and returned, and the individual must verify therein that he/she meets all voting requirements. No reason shall be required for a voter to request or cast an early mail ballot.

The District Clerk shall maintain a record of all early mail ballot applications received and ballots issued, and shall ensure that procedures are in place to prevent duplicate voting.
Early mail ballots shall be secured and preserved until canvassing, and shall be canvassed in the manner and at the time prescribed by New York State law.

Education Law Sections 1716 and 2025
Education Law Sections 2014, 2018-a and -b, and 2613
Education Law Section 2012 Election Law Article 5
Education Law § 2018; 2018-c; 2019; 2019-a; 2020; 2022; 2025; 2030; 2031; 2032; 2035; 2037; 2603; 2607; 2610;
Election Law §§3-224; 5-106; 5-612; 5-400
Matter of Rodriguez, 31 EDR 471 (1992)
Matter of Gresty, 31 EDR 90 (1991)
Matter of Ferro, 25 EDR 175 (1985)
Matter of Manno and Maloney, 23 EDR 172 (1983)
Matter of Yost, 21 EDR 140 (1981)
Matter of Alpert and Helmer, 20 EDR 281 (1980)
*Matter of Reigler and Barto*n, 16 EDR 256 (1977)

Adopted: 6/17/19

SUBJECT: ~~SECTION 504 OF THE REHABILITATION ACT OF 1973~~

RIGHTS OF STUDENTS WITH DISABILITIES UNDER SECTION 504

~~The Board of Education affirms its compliance with those sections of the Rehabilitation Act of 1973 dealing with program accessibility.~~

~~Section 504 of the Rehabilitation Act prohibits discrimination against qualified individuals with disabilities in federally assisted programs or activities solely on the basis of disability. The District shall make its program and facilities accessible to all its students with disabilities.~~

~~The District shall also identify, evaluate and extend to every qualified student with a disability under Section 504 a free, appropriate public education, including modifications, accommodations, specialized instruction or related aids and services, as deemed necessary to meet their educational needs as adequately as the needs of non-disabled students are met.~~

~~The District official responsible for coordination of activities relating to compliance with Section 504 is the Superintendent of Schools. This official shall provide information, including complaint procedures, to any person who feels their rights under Section 504 have been violated by the District or its officials.~~

The Board of Education shall ensure that no student is discriminated against in programs or activities receiving federal financial assistance. Individuals protected by Section 504 of the Rehabilitation Act of 1973 are those individuals who: have a physical or mental impairment which substantially limits one or more major life activities (e.g. caring for one's self, performing manual tasks, walking, standing, lifting, bending, seeing, hearing, speaking, breathing, learning, reading, concentrating, thinking, communicating and working); have a record of such impairment; or are regarded as having such an impairment. Students who qualify for protection under Section 504 are: of an age during which non-disabled children are provided preschool, elementary or secondary education services; of an age during which it is mandatory under state law to provide such educational services to disabled children; or to whom a state is required to provide a free appropriate public education (e.g. under IDEA).

The Board directs the administration to identify, evaluate, refer, place, provide adaptations for and review all eligible students with disabilities. A student whose disability is

episodic or in remission is still eligible to be qualified under the Act. In addition, the determination that a student has an impairment that substantially limits a major life activity will be made without regard to whether mitigating measures (such as medication, devices, prosthetics, hearing aids, etc.) ameliorate the effects of the disability.

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RIGHTS OF STUDENTS WITH DISABILITIES UNDER SECTION 504 (CONT'D)

Students with disabilities pursuant to Section 504 shall be provided a free appropriate public education which may include, but is not limited to, providing a structured learning environment; repeating and simplifying instructions about in-class and homework assignments; supplementing verbal instructions with visual instructions; using behavioral management techniques; adjusting class schedules; modifying test delivery; using tape recorders, computer-aided instruction, and/or other audiovisual equipment; selecting modified textbooks or workbooks and tailoring homework assignments or modification of nonacademic times such as lunchroom, recess and physical education.

The Board directs the Superintendent to provide the staff appropriate training in this area of the law so as to ensure that the district is able to comply with the law in not discriminating against students with disabilities.

The Board shall adopt a grievance procedure to resolve Section 504 complaints and designate an individual to coordinate compliance with Section 504. The Board shall ensure that students with disabilities and their parents are notified annually of the Board's responsibilities under Section 504.

Cross-ref: 0100, Equal Opportunity

4321, Programs for Students with Disabilities

5030, Student Complaints and Grievances

5420, Student Health Services

Ref: Americans with Disabilities Act Amendment Act of 2008, 42 USC §§12101 et seq,

Rehabilitation Act of 1973, 29 USC §§705, 794 et seq. (Section 504)

34 CFR Part 104

Individuals with Disabilities Education Act, 20 USC §§1400 et seq.

(IDEA)

Education Law, §§4401 et seq. (Article 89)

8 NYCRR Part 200

Adopted: ~~6/29~~/09

~~SUBJECT: EQUAL EDUCATIONAL OPPORTUNITIES~~

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

~~It is the policy of this District that each student attending its public schools shall have equal educational opportunities and will not be excluded or prevented from participating in or having admittance to the educational courses, programs or activities; school services; and extracurricular events on the basis of actual or perceived race, color, weight, creed, religion, religious practice, national origin, ethnic group, political affiliation, sex, sexual orientation, gender (including gender identity or expression, age, marital status or disability.~~

~~Administration shall establish grievance procedures that provide for the prompt and equitable resolution of complaints pertaining to discrimination on the basis of race, color, creed, religion, national origin, political affiliation, sex, age, marital status, military status, disability, or use of a recognized guide dog, hearing dog or service dog.~~

~~Prohibition of Retaliatory Behavior~~
~~The Board prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participated in the investigation of a complaint of discrimination. Follow-up inquiries shall be made to ensure that discrimination has not resumed and that all those involved in the investigation of the discrimination complaint have not suffered retaliation.~~

~~Age Discrimination in Employment Act, 29 United States Code Section 621~~
~~Americans With Disabilities Act, 42 United States Code (USC) Section 12101 et seq.~~
~~Prohibits discrimination on the basis of disability.~~
~~Section 504 of the Rehabilitation Act of 1973, 29 United States Code (USC) Section 794 et seq.~~
~~Title VI of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000d et seq.~~
~~Prohibits discrimination on the basis of race, color or national origin.~~
~~Title VII of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000e et seq.~~
~~Prohibits discrimination on the basis of race, color, religion, sex or national origin.~~
~~Title IX of the Education Amendments of 1972, 20 United States Code (USC) Section 1681 et seq.~~
~~Prohibits discrimination on the basis of sex.~~
~~Civil Rights Law Section 40-c~~
~~Prohibits discrimination on the basis of race, creed, color, national origin, sex, marital status, sexual orientation or disability.~~
~~Executive Law Section 290 et seq.~~
~~Prohibits discrimination on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability, military status, marital status, or use of a recognized guide dog, hearing dog or service dog.~~

The Board of Education, its officers and employees, will not discriminate in its programs and activities on the basis of legally protected classes, such as, but not limited to: race (including traits historically associated with race, such as hair texture and protective hairstyles like braids, locks, and twists), color, national origin, creed, religion (including religious practices), marital status, sex (including pregnancy, childbirth, or related medical condition), gender identity and expression (i.e., actual or perceived gender-related identity, appearance, behavior, expression, or other gender-related characteristic regardless of the sex assigned to that person at birth, including but not limited to the

(continued)

NON-DISCRIMINATION AND EQUAL OPPORTUNITY (cont'd)

status of being transgender), age, sexual orientation, disability (physical or mental), predisposing genetic characteristic, military work or status, domestic violence victim status, citizenship/immigration status, or use of a guide dog, hearing dog, or service dog, as applicable. The district will provide notice of this policy in accordance with federal and state law and regulation.

This policy of nondiscrimination includes access by students to educational programs, counseling services for students, course offerings, and student activities, as well as recruitment and appointment of employees and employment pay, benefits, advancement and/or terminations.

Employees also have protections under state law against discrimination on the basis of their familial status, reproductive healthcare decisions (their own or their dependents) and certain prior criminal history.
Specific protections for students under the Dignity for All Students Act are addressed in policy 0115, Student Bullying and Harassment Prevention and Intervention. The district will follow the guidance from the State Education Department on creating a safe, supportive, and affirming school environment for transgender and gender-expansive students.

As a condition of participation in federal meal programs, the district will post the following statement: "In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity." Discrimination complaint information is available at https://www.fns.usda.gov/civil-rights/usda-nondiscrimination-statement-other-fns-programs.

A finding that an individual has engaged in conduct in violation of this policy may result in disciplinary action and/or filing of a report with third parties in the manner prescribed by the district code of conduct, the law or applicable contract.

Nothing in this policy will be construed to prohibit a denial of admission into, or exclusion from, a course of instruction or activity based on a person's gender that would be permissible under the law, or to prohibit, as discrimination based on disability, actions that would be permissible under the law.

Website Accessibility

To promote the accessibility of the district's website and social media to persons with disabilities, and as required by federal regulations implementing the Americans With Disabilities Act, the district's website content and mobile apps will conform to the WCAG 2.1 Level AA standard for accessibility on or April 26, 2026. If a technical or legal limitation prevents accessibility, conforming alternate versions of web content may be used. Exceptions to this requirement are outlined in federal regulations 28 CFR Part 35, and includes certain archived web content, certain preexisting electronic documents, certain third-party content, individualized secured electronic documents, and preexisting

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NON-DISCRIMINATION AND EQUAL OPPORTUNITY (cont'd)

social media posts. The district's Director of Technology is responsible for addressing the accessibility of the district's website content and mobile apps.

Annual Notification

At the beginning of each school year, the district will publish a notice of the established grievance procedures for resolving complaints of discrimination to parents/guardians, employees, students and the community. The public notice will:

1. inform parents, employees, students and the community that education programs, including but not limited to vocational programs, are offered without regard to actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex; sexual orientation, or gender (including gender identity and expression);
2. provide the name, address and telephone number of the person designated to coordinate activities concerning discrimination; and
3. be included in announcements, bulletins, catalogues, and applications made available by the district.

Complaints of sex discrimination and sex-based harassment are addressed by the district's Title IX grievance procedure, and will also be addressed by other district policies if the conduct is not a violation of Title IX. Complaints of discrimination and harassment made by employees and applicants are also addressed by the process outlined in policy 0110.2, Sexual Harassment in the Workplace. Complaints of discrimination and harassment by students are also addressed by the process outlined in policy 0115, Student Bullying and Harassment Prevention and Intervention.

All complainants and those who participate in the investigation of a complaint in conformity with state law and district policies, who have acted reasonably and in good faith, have the right to be free from retaliation of any kind.

The Board authorizes the Superintendent of Schools to establish such rules, regulations and procedures necessary to implement and maintain this policy.

Cross-ref: 0110.2, Sexual Harassment in the Workplace
0111, Sex Discrimination and Sex-Based Harassment Under Title IX
0115, Student Bullying and Harassment Prevention and Intervention
5030, Student Complaints and Grievances
5300, Code of Conduct
9140.1, Staff Complaints and Grievances

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NON-DISCRIMINATION AND EQUAL OPPORTUNITY (cont'd)

Ref: Age Discrimination in Employment Act of 1967 29 U.S.C. §§621 *et seq.*
Americans with Disabilities Act, 42 U.S.C. §§12101 *et seq.*
Title VI, Civil Rights Act of 1964, 42 U.S.C. §§2000d *et seq.* (nondiscrimination based on race, color, and national origin in federally assisted programs)

Title VII, Civil Rights Act of 1964, 42 U.S.C. §§2000e *et seq*. (nondiscrimination based on race, color, and national origin in employment)
Title IX, Education Amendments of 1972, 20 U.S.C. §§1681 *et seq.* (nondiscrimination based on sex)
§504, Rehabilitation Act of 1973, 29 U.S.C. §794
Individuals with Disabilities Education Law, 20 U.S.C. §§1400 *et seq.*
Genetic Information Nondiscrimination Act of 2008 P.L. 110-233
28 CFR Part 35
34 CFR §§ 100.6; 104.8; 106.9; 110.25
Executive Law §§290 *et seq.* (New York State Human Rights Law)
Education Law §§10-18 (The Dignity for All Students Act)
Education Law §§313(3); 3201; 3201-a
Creating a Safe, Supportive, and Affirming School Environment for Transgender and Gender Expansive Students: 2023 Legal Update and Best Practices, https://www.nysed.gov/sites/default/files/programs/student-support-services/creating-a-safe-supportive-and-affirming-school-environment-for-transgender-and-gender-expansive-students.pdf

Adopted: ~~7/3/12~~

PUBLIC COMPLAINTS

Complaints by citizens regarding any facet of the school operation, including but not limited to instruction or personnel, often can be handled more satisfactorily by the administrative officer in charge of the unit closest to the source of the complaint. In most instances, therefore, complaints will be made to the Building Principal and/or their assistant if the matter cannot be resolved by the teacher, coach, or other school employee.

If the complaint and related concerns are not resolved at this level to the satisfaction of the complainant, the complaint may be carried to the Superintendent and/or one (1) of their assistants. Unresolved complaints at the building level must be reported to the Superintendent by the Building Principal. The Superintendent may require the statement of the complainant in writing.

If the complaint and related concerns are not resolved at the Superintendent level to the satisfaction of the complainant, the complaint may be carried to the Board of Education. Unresolved complaints at the Superintendent level must be reported to the Board of Education by the Superintendent. The Board of Education reserves the right to require prior written reports from appropriate parties.

Adopted: 6/29/09 Reviewed 3/29/18 Reviewed 10/16/20

SUBJECT: PUBLICATION OF THE DISTRICT'S ANNUAL FINANCIAL STATEMENT

In compliance with Education Law, the Board of Education shall direct the District Clerk to

publish annually during the month of July or during the month of August a full and detailed account of

all moneys received by the Board or the Treasurer of the District for its account and use, and all of the

money expended therefore, giving the items of expenditure in full.

The account shall be published in the official District newspaper once each year.

Education Law Sections 1610, 1721 and 2117

8 New York Code of Rules and Regulations

(NYCRR) Section 170.2

Adopted: 6/29/09

SUBJECT: MAINTENANCE OF FISCAL EFFORT (TITLE I PROGRAMS)

A Local Educational Agency (LEA) may receive its full allocation of Title I funds if the combined fiscal effort per student or the aggregate expenditures of state and local funds with respect to
the provision of free public education in the (LEA) for the preceding fiscal year was not less than ninety percent (90%) of the combined fiscal effort per student or the aggregate expenditures for the
second preceding fiscal year.
In determining an LEA's compliance with the maintenance of effort requirement, the State Educational Agency (SEA) shall consider the LEA's expenditures from state and local funds for free
public education. These include expenditures for administration, instruction, attendance, health services, student transportation services, plant operation and maintenance, fixed charges, and net expenditures to cover deficits for food services and student body activities.
The SEA shall not consider the following expenditures in determining an LEA's compliance with the maintenance of effort requirements:
a) Any expenditures for community services, capital outlay, and debt service;
b) Any expenditures made from funds provided by the federal government for which the LEA is required to account to the federal government directly or through the SEA.
The Board of Education assigns the School Business Official the responsibility of reviewing, as part of the budgeting process, combined fiscal effort so that expenditures of state and local funds with
respect to the provision of free public education per student and in the aggregate for any fiscal year are
not budgeted at less than ninety percent (90%) of the combined fiscal effort per student or the aggregate of expenditures for the preceding fiscal year.

Title I of the Elementary and Secondary
Education Act of 1965, as amended by the
Improving America's Schools Act of 1994
34 Code of Federal Regulations (CFR) Part 200

Adopted: 6/29/09

2002 5560

Non-Instructional/Business

Operations

SUBJECT: USE OF FEDERAL FUNDS FOR POLITICAL EXPENDITURES

The Board of Education prohibits the use of any federal funds for partisan political purposes or expenditures of any kind by any person or organization involved in the administration of federally assisted programs.

This policy refers generally, but is not limited to, lobbying activities, publications, or other materials intended for influencing legislation or other partisan political activities.

In recognition of this stricture, the Board of Education assigns the Purchasing Agent the responsibility of monitoring expenditures of federal funds so that said funds are not used for partisan political purposes by any person or organization involved in the administration of any federally assisted programs.

Compliance Supplement for Single Audit

of State and Local Governments (revised

September 1990) supplementing OMB

Circular A-128

NOTE: Refer also to Policy #6430 – Employee Activities

Adopted: 6/29/09

Board Meeting and Budget Hearing - May 05 2026 Minutes

Tuesday, May 5, 2026 at 6:00 PM

Bennett School

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 Bennett School Principal, Gabriel Buono will welcome the Board (duration 20 mins)

Principal Mr. Buono's administrative intern, Jolie Moorhus, provided the update.

Ms. Moorhus shared information regarding the BOCES assessment program, which is being utilized to help improve test scores through data-driven instruction. She expressed optimism about anticipated improvements in student performance.

She reported that:

- ELA testing has been completed.
- Math testing is scheduled for this week.
- Science testing will take place next week.

Bennett Elementary School held its second annual Literacy Night on March 26. The event included a variety of student-centered activities, and free books were distributed to students.

On April 17, the PTA hosted a “Variety Show,” featuring 36 student acts and celebrating the diversity of the student body.

An upcoming free assembly is scheduled for May 26.

New York State assessments for English Language Learners are also being administered to

evaluate student language proficiency and skills.

Mr. Buono expressed his appreciation to Emily Mitchell-Marell and Clark Goodrich for their service on the Board of Education, as their terms will conclude on June 30, 2026.

The Board, in turn, thanked Mr. Buono for his dedicated service and acknowledged his upcoming retirement effective June 30, 2026.

3. Budget Hearing

3.01 The Board President will open the Hearing on the Budget

3.02 Public Budget Hearing – Presentation by Superintendent, Victoria McLaren and Assistant Superintendent for Business, Monica LaClair 12

5-5-26 Budget Hearing.pdf

3.03 The Board President will close the Hearing on the Budget

4. Meet the Candidates for the Board of Education Board Seats

- Aubrey O'Neal
- Caroline Jerome (incumbent)
- Community members who expressed interest as write-in candidates
    - Faedra Dagirmanjian

5. **Break**

5.01 The Board will take a 5 minute break

6. Presentations

6.01 Phonics Resource Adoption Presentation by Assistant Superintendent for Curriculum and Instruction, Stephanie Laffin 38

Phonics Presentation.pdf

7. Student Representative Report

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

Ms. Albright reported that Middle School students in grades 6–8 recently completed State Testing, while High School students have begun AP testing.

The Middle School also held a garden-themed dance, and spring sports are currently underway throughout the district. Senior Night is being held tonight, and schools are celebrating Teacher Appreciation Week. In recognition of staff, the National Honor Society created appreciation cards for High School teachers.

Ms. Albright also shared that the High School blood drive held on April 29 collected 30 units of blood and earned a $500 scholarship award.

Additionally, Jenny was recognized as a Principal's Choice Award winner.

She concluded her update by noting that there have been no sulfur smell issues to report.

8. Proposed Executive Session

8.01 Enter Executive Session

Motion to enter into executive session to discuss the Confidential Staff and District Treasurer Agreements, OAA Negotiations, and to meet with legal counsel (duration 60 mins)

Moved by: Jenny Jared; seconded by: Rory Smith

Carried

8.02 Exit Executive Session

Motion to exit executive session and return to public session

Moved by: Caroline Jerome; seconded by: Eric Knutsen

Carried

9. Acceptance of Minutes

9.01 Acceptance of Minutes 46

Board Meeting and County-Wide Vote for BOCES Budget Vote and Election- Apr 21 2026 - Minutes - Html

The Board of Education hereby accepts the minutes of the April 21, 2026 meeting

Moved by: Jenny Jared; seconded by: Caroline Jerome

Carried

10. Superintendent District News

10.01 The Superintendent will report District News

Principal Appreciation Day

Last week was Principal Appreciation Day, and I would like to take a moment to thank our Principals, Mr. Buono, Mr. Richards, Dr. Solimene, and Mr. Edelman, and of course, Assistant Principal Turck. These individuals ensure that our faculty, staff, and students have what they need to be successful in our buildings every day. Their efforts are often unseen, but never unappreciated.

Teacher Appreciation Week/Day

And this is teacher appreciation week! We have the most incredible faculty here in Onteora, and we know how fortunate we are to have this incredible team of professionals shepherding our students through their educational careers. These are dedicated and passionate teachers who provide instruction, social and emotional guidance, coaching, and all-around support, and go above and beyond the call of duty every single day for the children of this community. Thank you to every one of our faculty.

AI Surveys

Thank you to all of our students, faculty, and families who participated in our AI surveys. I'm excited to hear the analysis and recommendations from the AI Circle in the near future. In a brief review of the responses, the one thing that struck me was the diversity of opinion on AI in the school.

Valedictorian, Salutatorian, and Principal's Award

The Onteora Central School District proudly announces Shelby Buryk as the Valedictorian and Fiona Green as the Salutatorian for the Class of 2026. Onteora High School Class of 2026 Principal's Award Recipient Jenny Albright! Congratulations to Jenny!.

Kindergarten Registration

We currently have 59 students registered for Kindergarten for the fall. As you may recall, the current year's kindergarten cohort was above the enrollment projection, and it appears that the 2026-2027 cohort will be below the projection. This sometimes happens as the enrollment projections are based on a January through December birth rate, but our enrollment cut-off is at December 1st, so parents will sometimes opt to enroll a child in one year or the other, depending on when their birthday falls in the calendar. If you know of anyone with an incoming Kindergarten student who has not yet registered, please encourage them to contact us so that we can register them, invite them to participate in kindergarten screening, and place them in a class section for the coming school year.

Student Support Resolution

Following our last Board meeting, we communicated our procedures related to our Student Support Resolution to all faculty, staff, and our transportation contractors. I have also been in contact with Victor Cueva, the Executive Director of Ulster Immigrant Defense Network, and will be meeting with him next week to determine how we might be able to partner and to review any resources he may be able to share with us.

Onteora Trap Team

We have seven trap team members who are going to compete at the state competition.

11. Board District News

11.01 The Board will report District News

Trustee Jared reported on recent Booster Club activities, including creating papier-mâché flowers for the Middle School Spring Breakfast and providing breakfast to teachers at Bennett Elementary on Thursday. She noted there has been a great deal of school spirit throughout the district.

Trustee Jerome shared that her daughter attended the Middle School dance and had a wonderful experience. She also attended the National Junior Honor Society induction program, which welcomed 11 new inductees, and commented that it was a great opportunity for young students.

Trustee Bishop reported that she met with Victor Cueva, Director of the Ulster Immigrant Defense Network (UDIN), to discuss ways the district can improve and strengthen student

support initiatives and resolutions. Mr. Cueva has previously worked with the Kingston City School District and with the Rondout Valley Central School District. Trustee Bishop expressed hope that the district will continue to work with him in the future.

Trustee Knutsen shared that he attended the ribbon cutting ceremony for the Woodstock Library this past weekend. He also attended a fundraiser for the Onteora Trap Team on Sunday at the Wittenberg Sportsmen's Club alongside Trustee Bishop.

12. Acknowledge Public Be Heard Comments

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

- Jude Kurjan-Frank
- Harry Kunhardt
- Emily Sachs
- Kasha Donahue

13. Public and Student Comment

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

- Tansy Michaud
- Pohan spoke for Matteo Farwella whop was unable to be present for the meeting
- Jude Kurjan-Frank
- Jason Glaser
- Meredith Kunhardt
- AJ Jacobs
- Charlotte Royer

14. **Break**

14.01 The Board will take a 5 minute break if needed

15. Consent Agenda

15.01 Approve Consent Agenda

The Board hereby approves item numbers 15.02 - 15.13

Moved by: Rory Smith; seconded by: Clark Goodrich

Carried

15.02 Approve Volunteers

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

Christina Augustinos

William Cathcart

Damien Sprague

Anibal Urrutia

Carried

15.03 Abolish and Create

15.04 The Board of Education hereby abolishes the following position: 1.0 FTE 12-month Typist

The Board of Education hereby creates the following position: 1.0 FTE 10-month Typist

15.05 Personnel Agenda

The Board of Education hereby approves the personnel agenda as attached

Carried

5-5-26 personnel agenda.pdf

15.06 Budget Transfer into BOCES Capital Fund

The Superintendent recommends the transfer of funds into the BOCES Capital Fund

Amount	From Budget Code	To Budget Code
$ 574,100.00	A9060.875-10	A1983.490-10

Carried

15.07 Budget Transfer into the Vacation Buy Back Code

The Superintendent recommends the transfer of funds from the Employee Benefits Reserve to the Vacation Buy Back budget code.

Amount	From Reserve	To Budget Code
$ 10,966.79	A867	A 9089.803-10

Carried

15.08 Budget Transfer to adjust purchase of new phonics (Fundations)

The Superintendent recommends the transfer of $56,000.00 to adjust for the purchase of new phonics (Fundations) sets originally budgeted in other appropriations.

Amount	From Budget Code	To Budget Code
$ 20,000.00	**A2110.480-01-C&I**	**A2110501-03-C&I**
$ 20,000.00	**A2110.480-02-C&I**	**A2110501-07-C&I**
$ 8,000.00	**A2010.49-08**	**A2110501-03-C&I**
$ 8,000.00	**A2010.49-08**	**A2110501-07-C&I**

Carried

15.09 Budget Transfer to accommodate payroll changes and operating expenses

The Superintendent recommends the transfer of $222,185.40 to adjust the below budget lines to accommodate payroll changes and various operating expenses.

Amount	From Budget Code	To Budget Code
$39088.77	A1620.160-00	A 1620.449-10
$533.46	A1620.160-00	A 1621.541-17
$5058.78	A1670.411-10	A 1964.412-10

$29.68	A2010.449-09	A 2010.161-00
$3777.23	A2020.160-01	A 2020.164-01
$304.00	A2020.160-03	A 2020.164-03
$192.00	A2020.160-07	A 2020.164-07
$114.39	A2060.160-00	A 2060.161-00
$806.75	A2110.134-02	A 2110.133-02
$947.52	A2110.133-01	A 2110.134-01
$35000.00	A2110.122-03	A 2110.140-01
$20000.00	A2110.130-02	A 2110.140-01
$9.56	A2110.162-07	A 2110.162-01
$1120.73	A2110.162-07	A 2110.162-02
$22944.93	A2250.150-03	A 2250.151-02
$32082.19	A2250.150-03	A 2250.151-03
$97.84	A2250.150-03	A 2250.151-04
$195.00	A2815.166-01	A 2815.162-01
$581.57	A2815.166-01	A 2815.162-02
$682.50	A2815.166-01	A 2815.162-03
$195.00	A2815.166-01	A 2815.162-07
$67.50	A2825.150-03	A 2825.150-07
$50497.75	A2855.150-02	A 2855.150-01
$7858.25	A2855.160-02	A 2855.160-01

Carried

15.10 Budget Transfer to cover the NYS unemployment bill

The Superintendent recommends the transfer of funds from the Unemployment Reserve to the Unemployment Insurance budget code to cover the New York State unemployment bill.

Amount	From Reserve	To Budget Code
$ 796.30	A815	A 9050.800-10

Carried

Budgetary Transfer Memo for BOE Approval 5.5.26 $796.30 - Transfer from Unemployment

Reserve.pdf

15.11 Curriculum Adoption

The Board of Education hereby adopts the Wilson Language Training Curriculum- Fundations

Carried

Wilson Language Training- Curriculum.pdf

15.12 Donations

The Superintendent recommends approval for the attached donations, each contributing to various initiatives within our district, and increasing their respective budgetary revenue & appropriations. The total amount for approval is $6,632.00.

Carried

Donation Spreadsheet for 25-26 BOE Approval 5.5.2026 $6,632.00.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, #05/26, 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 - 16.06

Moved by: Rory Smith; seconded by: Jenny Jared

Carried

16.02 Elevator and Ceiling Upgrades -EC Contract - CDE Electric

BE IT RESOLVED, that the Board of Education of the Onteora Central School District hereby approves the agreement between the District and CDE Electric for the Middle School/High School Elevator Upgrade and Ceiling Reconstruction project; and

BE IT FURTHER RESOLVED, that the total contract amount shall not exceed $122,960, in accordance with the terms and conditions set forth in the agreement dated April 7, 2026; and

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

Carried

OCSD Elevator & Ceiling Upgrades - EC Contract - CDE Electric.pdf

16.03 Elevator and Ceiling Upgrades - GC Contract - Transitional Builders Inc.

BE IT RESOLVED, that the Board of Education of the Onteora Central School District

hereby approves the agreement between the District and Transitional Builders Inc. for the Middle School/High School Elevator Upgrade and Ceiling Reconstruction project; and

BE IT FURTHER RESOLVED, that the total contract amount shall not exceed $1,432,613, in accordance with the terms and conditions set forth in the agreement dated April 7, 2026; and

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

Carried

OCSD Elevator & Ceiling Upgrades - GC Contract - Transitional Builders Inc..pdf

16.04 Preschool Education Services- Amendment No. 2 - Ulster County

BE IT RESOLVED, that the Board of Education of the Onteora Central School District hereby approves Amendment No. 2 to Contract No. 2023-00000306 between the County of Ulster and the Onteora Central School District for preschool education services; and

BE IT FURTHER RESOLVED, that said amendment updates service rates in accordance with New York State Education Department guidelines and removes Section 2.c. of Schedule A; and

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

Carried

Amendment for Professional Services - County of Ulster.pdf

16.05 ICR- Empire Neuropsychologist 25-26

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 Empire Neuropsychological Services, PLLC (Dr. Jodi Cohen) retained as Neuropsychologist Evaluator effective May 6, 2026 through June 30, 2026 at a rate if $4,000.00 per day maximum rate of $8,000.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Empire Neuropsychological Services.pdf

16.06 ICR- Empire Neuropsychologist 26-27

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 Empire Neuropsychological Services, PLLC (Dr. Jodi Cohen) retained as Neuropsychologist Evaluator effective July 1, 2026 through June 30, 2027 at a rate if $4,000.00 per day maximum rate of $8,000.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Empire Neuropsychological Services 26-27.pdf

17. Policies

17.01 Second Reading and Adoption of Policy 5520 ECA- Student Activities Fund Management

The Board of Education hereby accepts policy 5520 as written

Moved by: Caroline Jerome; seconded by: Eric Knutsen

Carried

Policy 5520 ECA - proposed with changes.pdf

17.02 Second Reading and Adoption of Policy 5685 Automated External Defibrillators

The Board of Education hereby accepts policy 5685 as written

Moved by: Clark Goodrich; seconded by: Caroline Jerome

Carried

Policy 5685 AUTOMATED EXTERNAL DEFIBRILLATORS - new proposed policy.pdf

18. Committee Reports

18.01 Updates from Board Committees

Trustee Jared reported on the recent Policy Committee meeting and discussed the policy update process, as well as the policies reviewed at the last meeting.

Trustee Knutsen provided an update from the Communications Committee, sharing that the budget newsletter was sent to the printer and will be mailed out in the coming days. He also noted that Board Briefs will be distributed soon.

Trustee Bishop reported that the district's "Fast Facts" publication will be released soon and included in the budget newsletter. Moving forward, the Fast Facts documents will be posted on the district website.

19. Unfinished Business

19.01 The Board will discuss Unfinished Business

Trustee Bishop expressed her desire to continue discussions regarding the creation of a Student Ex Officio Exit Interview process. She shared that the purpose would be to gather feedback and perspectives from student representatives to help inform and improve district practices and student experiences.

19.02 Continued Discussion of the Student Support Resolution

Trustee Jared asked whether the Safety Committee may be able to provide additional information or reports to the public.

Discussion continued regarding the "Overview of Immigration-Related Guidance" email previously sent by the Superintendent to all staff, with consideration given to incorporating the guidance and related scenarios into the district's resolution.

Board members discussed the importance of improving staff training and strengthening district protocols related to immigration-related situations and student support. The discussion also included adding value-based language to the resolution, which would later be reviewed and approved by the district's attorneys.

The Superintendent shared that she will be meeting with Victor Cueva of the Ulster Immigrant Defense Network next week to discuss the implementation of staff trainings.

Reviewing pages 124-151

A-New-Direction-for-Students-in-an-AI-World-FULL-REPORT.pdf

The Board will continue reviewing the remainder of the report with plans to continue the discussion at the next meeting, scheduled for May 19, 2026.

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

No requests

22. Adjournment

22.01 Adjourn the Meeting. Next meeting is May 19, 2026 at the MS/HS at 7:00 pm . DON'T FORGET TO VOTE!

The meeting is adjourned at 9:59 pm.

Moved by: Rory Smith; seconded by: Caroline Jerome

Carried

District Clerk

ONTEORA CENTRAL SCHOOL DISTRICT

2026-2027
Budget Hearing



Victoria McLaren – Superintendent
Monica LaClair, CPA – Assistant Superintendent for Business

May 5, 2026
Middle School/High Scl

ONTEORA CENTRAL SCHOOL DISTRICT

Budget Highlights

- 25-26 New Initiatives
  - Professional staffing of new MS/HS Security Vestibule

- 26-27 New Initiatives
  - **Strengthen early literacy instruction** through the adoption and implementation of a phonics resource aligned with Science of Reading research to improve systematic foundational literacy instruction across early grades.





ONTEORA CENTRAL SCHOOL DISTRICT

Budget Highlights

➢ Continued Commitments

- **Maintain strong academic and extracurricular programming** to support well-rounded student development.
- **Responsible staffing aligned with stable enrollment** to ensure appropriate class sizes and student support.
- **Student support services**, including counseling, social-emotional learning, and mental health supports.
- **Special education services** to meet the needs of all learners and ensure compliance with state and federal mandates.
- **Support for English Language Learners (ELLs)** to ensure equitable access to instruction and programming.
- **Professional learning for staff** to support effective instructional practices and curriculum implementation.
- **Technology infrastructure and instructional technology** to support teaching, learning, and digital access.
- **Curriculum materials and instructional resources** that align with New York State learning standards.
- **Safe and supportive school environments**, including safety planning and student wellness initiatives.

ONTEORA CENTRAL SCHOOL DISTRICT

2026-2027 Proposed Budget

- 2026-2027 Budget $66,481,500
- 2025-2026 Budget $63,588,660
- Increase of $2,892,840 or 4.55%
- Appropriated Fund Balance
  - $2,962,485 - Appropriated Fund Balance to reduce tax levy and balance the budget
  - $1,000,000 - Additional Appropriated Fund Balance to support summer 2026 Capital Work

ONTEORA CENTRAL SCHOOL DISTRICT

2026-2027 Proposed Budget

	2025-2026 Actual	2026-2027 Proposed	$ Difference	% Difference
General Support	$ 2,366,712	$2,483,628	$ 116,916	4.9%
Operations & Maint	$ 3,479,412	$ 3,864,266	$ 384,854	11.1%
Instruction	$ 28,987,697	$29,716,169	$ 728,472	2.5%
Transportation	$ 6,093,969	$ 6,110,414	$ 16,445	0.3 %
Employee Benefits	$ 21,412,268	$22,103,421	$ 691,153	3.2 %
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%
Sub - Total	**$ 63,588,660**	**$65,481,500**	**$ 1,892,840**	**2.98%**
Additional Transfer	$ 0	$1,000,000	$ 1,000,000	
Grand Total	**$63,588,660**	**$66,481,500**	**$ 2,892,840**	**4.55%**

2026 - 2027
Drivers of Budget Increase

- General Support
  - Insurance - Increased by 10%
    - Not a reflection of our claims, but of the industry as a whole
  - BOCES Admin - Increased by 6%
- Operations & Maint
  - Safety and Security
    - Arrow Security - Vestibule security added during 2025-2026
    - Utilities
      - Electric costs have increased dramatically (approximately 30%)
- Instruction
  - $22,303,322 or 75% of Instruction budget is salaries
  - $ 3,284,450 or 11% of Instruction is for Out of District Placement of Special Education students. This increased by 13.7%
  - Non-salary portion of instruction budget went up by 6.74%
  - Salary part of instruction budget increased minimally (1.18%) due to retirees not being replaced

2026 - 2027
Drivers of Budget Increase

- Transportation
  - First Student Contract
    - 3% increase as per contract
  - Equipment Purchases
    - Bus cost increased by 20%
- Employee Benefits
  - Health Insurance cost increased 11% for Active employees, and between 4-6% for Retirees
  - TRS (Teacher Retirement System) decreased to 8.24% from 9.59% for the District contribution to the pension system
  - ERS (Employee Retirement System) increased to 17.6% from 16.5% for District contribution to the pension system
- Community Service
  - Supports our local libraries
- Debt Service
  - Bus Garage lift lease
- Interfund Transfers
  - Supports Cafeteria, Summer Skills Academy, and Capital work

2026-2027 EQUIPMENT REQUESTS

$359,100 Budgeted

- Buildings and Grounds
  - Gym Floor Refinish Machine - $30,000
  - WD Ventrac Tractor - $40,000
  - Softball/Soccer Scoreboard - $12,000
- Athletics
  - Wrestling Mats - $11,665
  - Outdoor Throwing Platform - $8,335
- Transportation
  - One (1) large bus - $189,600
  - One (1) van - $40,000

2026-2027 Capital Work

$1,750,000 Budgeted

- Additional $1 million funding for Elevator+ project
  - Includes MS/HS Elevator, HS Hallway Asbestos removal & ceiling replacement, and MS gym floor demolition and replacement
- Refurbish flooring in School Counseling suite
- Refurbish flooring in Learning Center
- Repairing Server Room
- Paving & roof repairs, where possible

2026-2027
Revenue Budget

	2025-2026 Actual	2026-2027 Budget	$ 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	$1,112,000	$ 76,000	7.3%
Total	**$61,070,252**	**$62,519,015**	**$1,448,763**	**2.37%**

Miscellaneous revenue sources include: Misc. category includes: Interest income, BOCES Refund, Foster Care Billing, Interfund Transfers

As of May 1, 2026 there is still no NYS budget

ONTEORA CENTRAL SCHOOL DISTRICT

Tax Levy Limit Calculation

		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%

ONTEORA CENTRAL SCHOOL DISTRICT

Proposed 2026-2027 Levy

Current Year 2025-2026 Levy

$49,402,800

Proposed 2026-2027 Levy

$50,626,535 a 2.48% increase

Proposed 2026-2027 Tax Levy is the Allowable Limit as per the Formula

ONTEORA CENTRAL SCHOOL DISTRICT

Historical Changes Year over Year

Year	Total District Levy	Tax Levy Change	CPI Increases	Budget Increase
2019-2020	$43,619,050	2.4%	2.44%	3.3%
2020-2021	$44,741,340	2.6%	1.81%	0.93%
2021-2022	$45,455,321	1.6%	1.23%	1.46%
2022-2023	$46,087,286	1.4%	4.7%	1.89%
2023-2024	$47,023,416	2.0%	8%	2.22%
2024-2025	$48,434,118	3.0%	4.12%	1.64%
2025-2026	$49,402,800	2.0%	2.95%	1.98%
2026-2027	$50,626,535	2.48%	2.63%	4.55%*

*Budget increase without the additional $1M for capital projects is 2.98%

ONTEORA CENTRAL SCHOOL DISTRICT

Revenues vs Expenditures

	2025-2026 Adopted Budget	2026-2027 Proposed Budget
Projected Revenues	$61,070,252	$62,519,015
Projected Expenditures (Subtotal)	$63,588,660	$65,481,500
Appropriated Fund Balance		**$2,962,485**
Funding for Summer Capital Project work		$1,000,000
Total Appr. Fund Balance *	$2,518,408	$3,962,485

* When the District spends less than budgeted or receives more revenue than budgeted, that money goes into Fund Balance. Appropriated Fund balance is the utilization of the prior year's fund balance to offset the current year's expenses. 2024-2025 FUND BALANCE and RESERVE PLAN

ONTEORA CENTRAL SCHOOL DISTRICT

Why Budget Increases by 4.55% While Tax Levy Increases by 2.48%

Use of Fund Balance to Offset Taxes

- $2,962,485 in appropriated fund balance is used to reduce the tax levy.
- Includes an additional **one-time** $1,000,000 to support capital work without increasing taxes.

Growth in Non-Tax Revenues

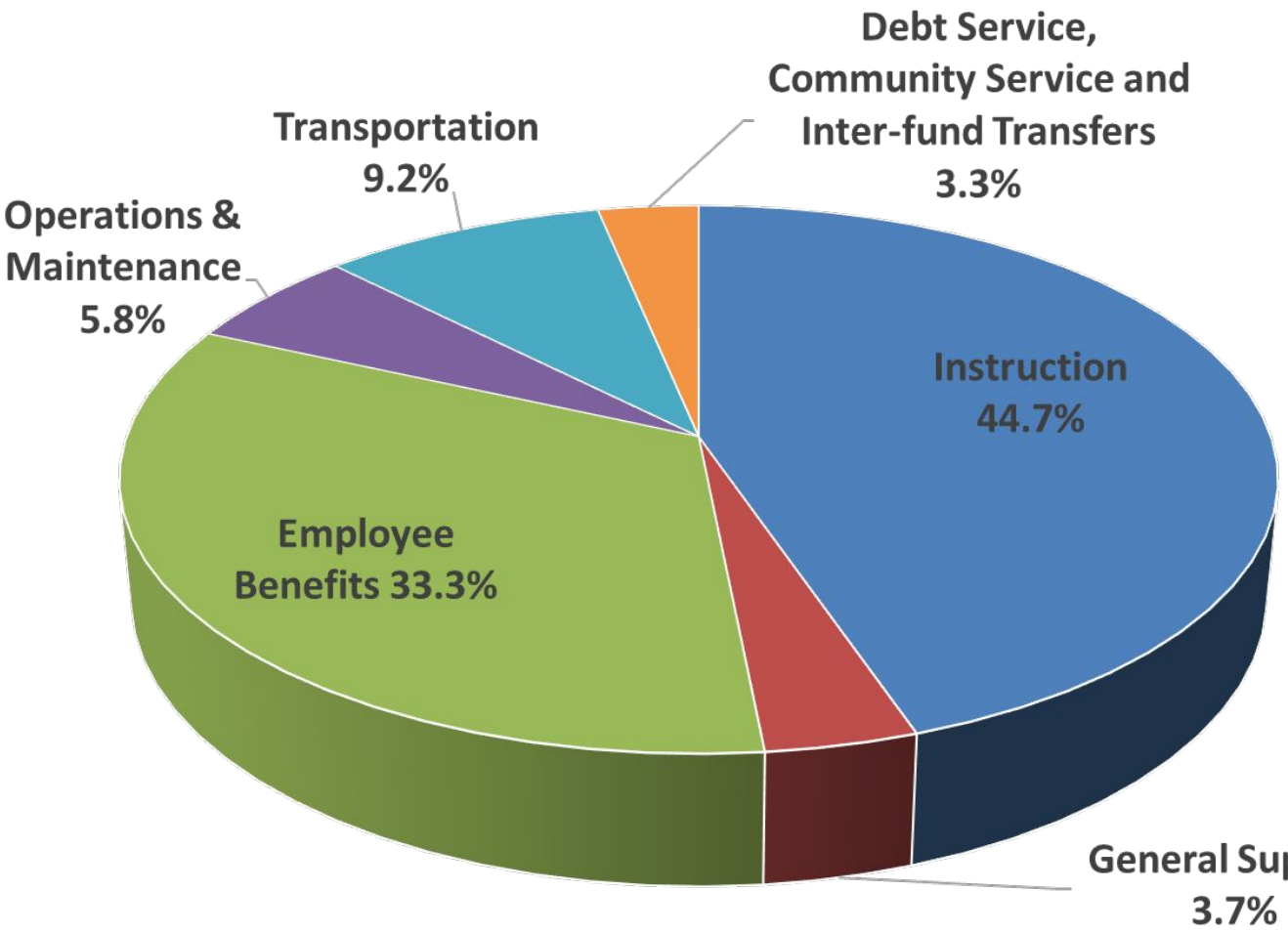
- Revenues such as state aid, BOCES refunds, interest income, and other sources help fund budget increases.

Strategic Financial Planning

- Prior year savings are used to stabilize the current budget.
- Helps maintain programs and services while minimizing taxpayer impact.

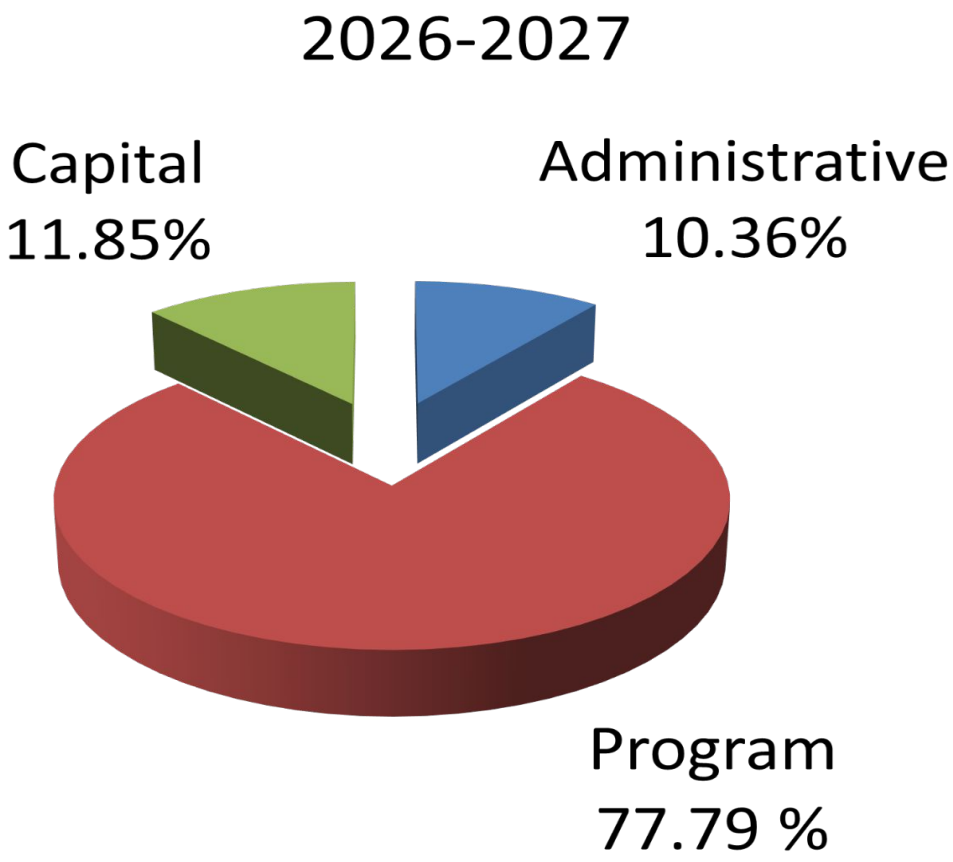
ONTEORA CENTRAL SCHOOL DISTRICT

Budget Components (%)



ONTEORA CENTRAL SCHOOL DISTRICT

New York school districts must, by law, divide their budgets into three components - administrative, capital and program - and each year they must show how much each portion has increased in relation to the whole budget. Individual budget lines are categorized by NYS.



ONTEORA CENTRAL SCHOOL DISTRICT

Three Part Budget

Administrative

Administrative salary & benefits, insurance, legal fees, data processing, BOCES Admin.
Increased $392,037 over 25-26

Capital

School Bus purchases, debt service, facility costs, utilities, maintenance, custodial salaries, capital work & benefits
Increased $1,563,722 over 25-26

Program

Teacher, TA, paraprofessional salaries & benefits, textbooks, co-curricular, athletics, staff development, transportation costs
Increased $937,081 over 25-26

Total Increase from 2025-2026 to 2026-2027 is $2,892,840

ONTEORA CENTRAL SCHOOL DISTRICT

Contingency Budget

If the budget fails on May 19, 2026:

District can resubmit the same budget, a different budget or go to a contingent budget

A second budget vote would be held on June 16, 2026.

If a budget is defeated a second time, then the District would be required to go to a contingency budget.

In a contingent budget, the 2026-2027 tax levy would remain at the same level as the 2025-2026 school year.

Other contingency rules would apply

*No purchase of equipment is allowed

-$394,100 in recommended budget

*Administrative Component Cap

*Fees must be charged for Facilities Use (including PTA/Booster Club and Town Rec.)

25-26 Tax Levy	$49,402,800
26-27 Proposed Tax Levy	$50,626,535
26-27 Tax Levy at Contingency	$49,402,800
Difference between Tax Levy Limit and Contingency	$1,223,735

ONTEORA CENTRAL SCHOOL DISTRICT

Ballot Proposition #1
2026-2027 Budget

BE IT RESOLVED, that the Onteora Central School District Board of Education be and is hereby authorized to expend the sums set forth under the various headings which are voted upon in gross and not in detail in the total amount of **$66,481,500** (which includes $20,000 to support public library) for the year commencing July 1, 2026 and ending June 30, 2027, and the Board is authorized to levy and collect the necessary tax thereof on the taxable property of the District.

ONTEORA CENTRAL SCHOOL DISTRICT

Proposition for Capital Reserve

- The District's voters approved use of the current Capital Reserve to fund the recently (December 2025) approved Capital Project.
- We are recommending a proposition to establish a **new Capital Reserve**.
- The proposed reserve would allow funding **up to a total of $10 million over a 10-year period**.
- The reserve would be funded through **year-end budget savings when available**.
- This proposition will be presented to voters **as part of the May budget vote**.
- Establishing this reserve will allow the District to **plan for future capital needs without borrowing and incurring long term debt**.

ONTEORA CENTRAL SCHOOL DISTRICT

Ballot Proposition #2

Establish a Capital Reserve

WHEREAS, the Board of Education of the Onteora Central School District ("Board") believes that long-term financial health of the school district is essential to provide students with the educational programs and facilities to meet its mission; and

WHEREAS, the Board desires to establish a capital reserve fund, pursuant to Section 3651 of the Education Law, to be named the "2026 Facilities Capital Reserve Fund" for the purpose of appropriating sufficient funds necessary to renovate, reconstruct, and/or construct additions to its facilities as identified from time-to-time, including but not limited to those recommended in its five-year capital facilities plan, and including original furnishings, equipment, machinery, apparatus, appurtenances and incidental improvements and expenses in connection therewith, as well as the purchase of zero-emission school buses, and machinery and apparatus, including any infrastructure, necessary to support the maintenance of such zero-emission school buses,the ultimate amount not to exceed $10,000,000 over a probable term of ten (10) years; and further stating that such amount is to be raised from unappropriated and unassigned fund balance in excess of the amount prescribed by law; and

WHEREAS, the practice of planning ahead and systematically saving for capital acquisitions and other contingencies is considered prudent management; and

WHEREAS, the Board's goal in establishing the capital reserve fund is to provide for a long-term plan for preserving the District infrastructure and school buildings, reduce interest and other costs associated with debt issuances ands one method in maintaining a stable tax levy:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Onteora Central School District hereby submits the following proposition to be included on the ballot at the Annual Meeting and Election, to be held on May 19, 2026:

"Shall the Board of Education of the Onteora Central School District be authorized to establish a capital reserve fund for the purpose of appropriating sufficient funds necessary to construct and finance district-wide renovations, improvements and/or additions to its facilities, as identified from time-to-time, including but not limited to those recommended in its five-year capital facilities plan, as well as original furnishings, equipment, machinery, apparatus and appurtenances, including incidental improvements and expenses in connection therewith, as well as the purchase of zero-emission school buses, and machinery and apparatus, including any infrastructure, necessary to support the maintenance of such zero-emission school buses,in the ultimate amount not to exceed $10,000,000 over a probable term of ten (10) years; and that the source of such ultimate amount shall be transferred from unappropriated and unassigned fund balance in excess of the amount prescribed by law?"; and

BE IT FURTHER RESOLVED, that the District Clerk shall be authorized to include the language of such capital reserve fund proposition in the legal notice of the Annual Meeting, Budget Vote and Election.

ONTEORA CENTRAL SCHOOL DISTRICT

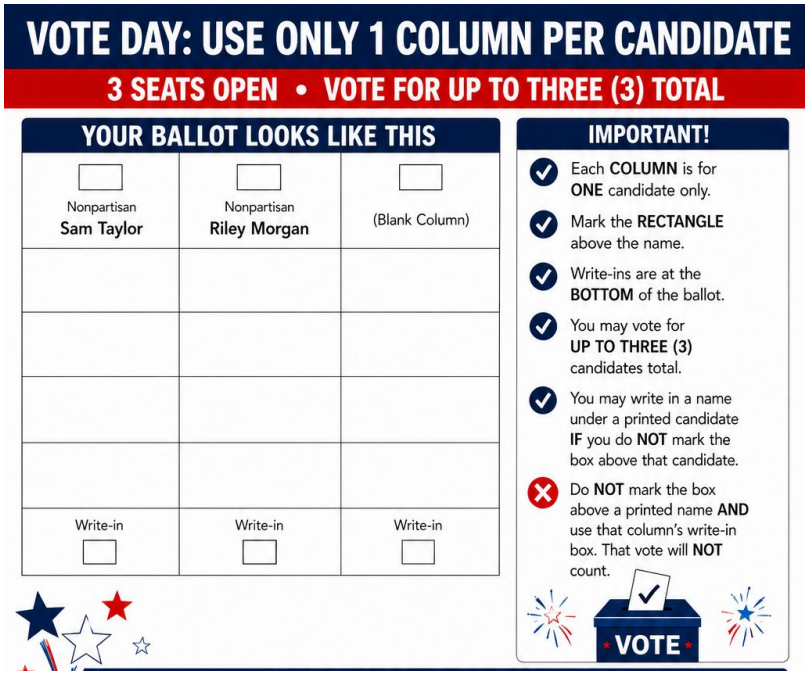
Board Seats

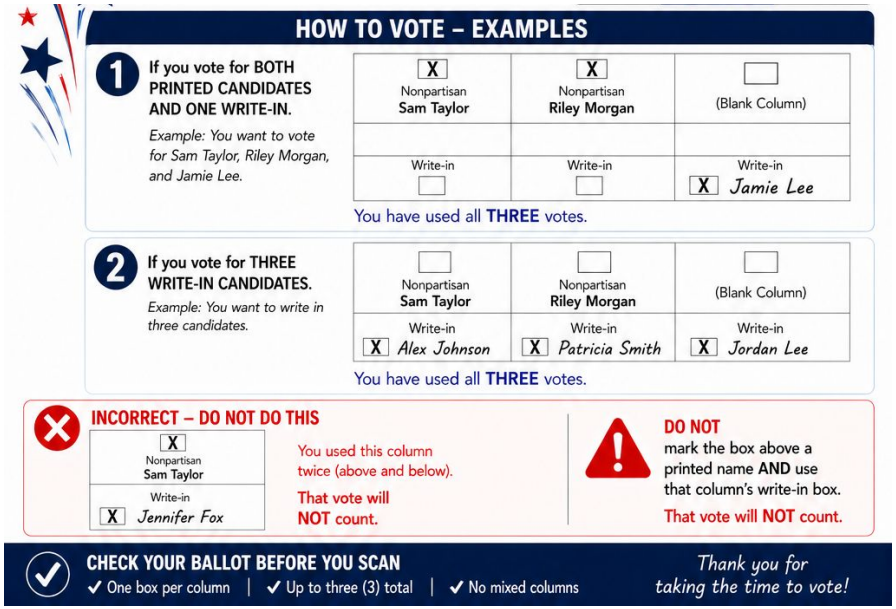
- Three (3) Board Trustee seats with terms from July 1, 2026 through June 30, 2029

- Two (2) Candidates will appear on the ballot in this order:
  - Aubrey O'Neal
  - Caroline Jerome

ONTEORA CENTRAL SCHOOL DISTRICT

Write-in Candidate Procedure





ONTEORA CENTRAL SCHOOL DISTRICT

May 19, 2026
Budget Vote and Board Elections

- Voting hours will be 7am – 9pm
- Location is at Middle School/High School Wrestling Room
  - *Elementary students will have a full day of school*
- Registered voters can vote in person on May 19th, or by early mail voting
- Instructions for early mail voting can be found on the webpage: Early Voting
- Early Voting will also be available in-person on Saturday, May 16th
  - Woodstock Library - 9am - noon
  - Phoenicia Library - 1pm - 4pm

(Statewide date for re-vote on budget proposition, if the budget fails, is June 16, 2026)

ONTEORA CENTRAL SCHOOL DISTRICT



Phonics Resource Adoption

May 5th, 2026
BOE Presentation
Stephanie Laffin, Assistant Superintendent, Curriculum & Instruction

Phonics Resource Committee Members:

Teachers

Annie Armstrong - 2nd-grade teacher - BN
Jackie Hanzl - Speech Language Pathologist, WD
Shandell Heppner - K Teacher, BN
Cassie Kothe - 1st-grade Teacher, WD
Kelly McLean - Reading Teacher, BN&WD
Ashley Mitchell - 2nd-grade teacher, BN
Jolie Moorhus - BN - Special Education Teacher, BN
Erika Parisian - 2nd-grade Teacher, WD
Katrina Quigley, Special Ed. Teacher, BN
Lauryn Tervenski - 1st-grade Teacher, WD
Madison Winters- K Teacher, BN
Rachel Wood - 1st-grade Teacher, BN



Administrators

Gabriel Buono, Principal, BN
Stephanie Laffin, Asst. Sup. C&I
Scott Richards, Principal, WD

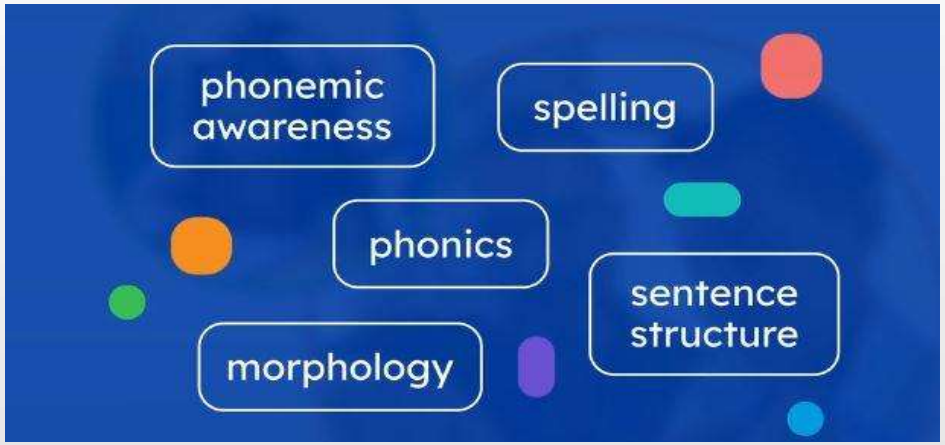
2

Our Process (February - May):

- Building-level requests and discussions on the need for additional phonics resources
- Creation of the Phonics Resource Committee
  - open invitation for all K-3 teachers and reading teachers to be part of the conversation and exploration of resources
  - exploration of two evidence-based programs: UFLI and Fundations
  - discussions with our Advancing Literacy coach, review of research from the Reading League on both programs
  - continued building-level discussions led by committee members and principals
- Based on the needs of our staff, the research, and the explicit nature of the materials, our team agreed that the best choice moving forward is *Fundations*.

What we love about *Fundations*:

- **Explicit, Systematic Instruction**: Teachers appreciate the clear, sequential approach to phonics and foundational literacy skills, which helps struggling readers and supports all learners (Wilson Language Training, Fundations Overview).
- **Alignment with Science of Reading**: Fundations is based on structured literacy principles, aligning with current research and state initiatives focused on the Science of Reading (NYSED Science of Reading Guidance).
- **Ease of Implementation**: The lessons and materials are easy to use, reducing planning time and ensuring consistency across classrooms.
- **Multisensory Techniques**: The curriculum's use of visual, auditory, and kinesthetic activities engages students and addresses different learning styles.
- **Progress Monitoring Tools**: Built-in assessments and progress tracking help teachers identify student needs and adjust instruction.
- **Professional Learning Support**: Wilson Language Training offers robust training and ongoing support.



Fundations Support for All Learners

- **Alignment with IEPs:** Fundations' structure makes it easier to document instruction and progress toward IEP literacy goals.
- **English Language Learner (ELL)-specific guidance**: The Teacher's Manual has dedicated sections with tips and strategies for ELLs, such as previewing vocabulary, using visuals, and adjusting pacing.
- **Multisensory activities**: These help ELLs connect spoken and written English using movement, visuals, and oral practice, and help SPED students reinforce concepts through multiple pathways.
- **Differentiation**: Lesson plans include suggestions on how to modify instruction for students with varying English proficiency and learning needs.
- **Home support materials**: Take-home resources and family letters are available in multiple languages to engage families in students' learning.



What do our teachers have to say about our process and Fundations?

Next Steps

- Following BOE approval, complete the ordering process so that we are ready for September
- Professional learning for teachers
- Continue to strengthen our instructional practices to ensure every student gains the foundational skills they need to read fluently and with robust comprehension so they are well-equipped to read for pleasure and access learning.

Questions?

Board Meeting and County-Wide Vote for BOCES Budget Vote and Election- Apr 21 2026 Minutes

Tuesday, April 21, 2026 at 6:00 PM

Woodstock 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
Present: Rory Smith, Jenny Jared, Clark Goodrich, Caroline Jerome, Rick Knutsen, Cindy Bishop

Not Present: Emily Mitchell-Marell

2. Welcome

2.01 Woodstock School Principal, Scott Richards will welcome the Board (duration 10 mins)
Mr. Richards provided an update on recent activities and initiatives at Woodstock Elementary School. He reported that the 5th grade students from both Woodstock and Bennett Elementary Schools will be visiting the middle school together in preparation for attending as 6th graders next year.

An update was also provided on the aftercare program. The district is working with Healthy Kids Programs, which is currently completing the licensing component. A parent interest survey is scheduled to be distributed next week to both current and incoming families. Mr. Richards noted that staffing may be the primary challenge in establishing the program.

Mr. Richards shared that the New York State testing window began one week ago. Students have been feeling confident about the assessments, and in one instance, a class prepared a thank-you message for their teacher in appreciation of their preparation efforts.

In physical education, students recently completed a yoga residency, with all K–5

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students participating.

Additional enrichment activities included a wildlife presentation, which was well received by students. The Kids Stock program is ongoing for grades 3–5, as well as for grades K–2.

Mr. Richards announced that the K–5 Science Fair is scheduled for April 27 starting at 6:00 p.m.

He also reported on recent teacher professional development focused on reading and writing instruction for grades K–2. Committee meetings have been held regarding the implementation of a phonics program for grades K–3, with potential expansion into grades 4–5; these meetings have been productive.

Finally, Mr. Richards noted that work is ongoing to update report cards for grades K–5, though the process is taking longer than initially anticipated.

3. Recognition of Athletic Student Achievements

3.01 Director of PE, Health, and Athletics, Jonnah O'Donnell, will recognize student athletic achievements

Fall Winter Accomplishments.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 recent activities and events at the high school. She noted that Advanced Placement (AP) season is underway. Spring sports have also begun and are off to a strong start.

Ms. Albright reported that an anti-vaping assembly was held at the high school today.

She shared that the National Honor Society (NHS) is hosting a blood drive in partnership with the American Red Cross on April 29 from 9:00 a.m. to 2:00 p.m.

Lastly, Ms. Albright noted that the recent "Meet, Greet, and Eat" event was successful.

5. Proposed Executive Session

5.01 Enter Executive Session

Motion to enter into executive session to meet with legal counsel (duration 60 mins)
Moved by: Jenny Jared; seconded by: Clark Goodrich

Carried

5.02 Exit Executive Session

Motion to exit executive session and return to public session
Moved by: Rory Smith; seconded by: Eric Knutsen

Carried

6. Presentations

6.01 Supporting Learning with Instructional Coaching- Presentation by Stephanie Laffin, Assistant Superintendent for Curriculum and Instruction

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2025-2026 Instructional Coaching .pdf

7. Acceptance of Minutes

7.01 Acceptance of Minutes

Board Meeting - Apr 07 2026 - Minutes - Html

The Board of Education hereby accepts the minutes of the April 7, 2026 meeting
Moved by: Jenny Jared; seconded by: Clark Goodrich

Carried

8. Superintendent District News

8.01 The Superintendent will report District News
Michael Perkins Poetry Prize

This past weekend, Kira Jule, an Onteora freshman, won second place in the Michael Perkins Peotry Prize. Michael Perkins was a long-time Woodstock resident who, after winning a poetry prize at the age of 14, went on to enjoy a long career as a poet, novelist, essayist, aphorist, and critic. Congratulations to Kira Jule!

New York Times Honorable Mention (as written by the NYS

One of our students, Jake Slater, was chosen to receive honorable mention in a NY Times contest (over 1400 students submitted entries).This was the NY Times' third annual photo essay contest, in which teenagers were invited to show their hometowns.

They were asked "What's interesting about the place where you live? What's unique or special about it to you? What do you notice that others might not see?"

The more than 1,400 teenagers from around the world responded with a glimpse into the places they call home. Whether it was it was an unusual Thanksgiving tradition in Virginia or an ordinary breakfast in Hanoi, the judges were impressed with how these students captured something memorable about the communities that have shaped them.

Congratulations to Jake Slater for being among those chosen by the judges for honorable mention.

Internet, Phones, and Email

We experienced an interruption in our internet, phones, and email today due to a Spectrum issue. I appreciate everyone's patience throughout the day.

Meet, Greet, and Eat

This year's event has truly set a new bar. I cannot express how amazing the evening was. The amount of work put in to create this event was incredible. The Health and Wellness Committee and the Booster Club were the main contributers and creaters, but there are so many others that I cannot possibly name them all. Thank you to all of the individuals and businesses who donated for our silent auction (I took home three wonderful auction items) and to all of the restaurants who participated. The food was outstanding and it was truly a showcase of all that this community has to offer. Thank you also to our music faculty and students who performed during the event and the students and art faculty who provided the artwork that lined the hallway for us to view on our way in. We

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appreciate everyone who continues to support this event and I look forward to hearing how much funding was raised to support our students. Thank you again to everyone who made this event possible and to all of the community members who attended.

Parent Square Engagement

Last week we had 71 posts and 394 direct messages with our school community through parent square.

Budget Adoption

The proposed budget is on the agenda for adoption this evening. We are not doing a presentation because the budget as recommended at the last meeting is the budget we are proposing. We will do another presentation at the Budget hearing on May 5th, and at the Town Board meetings. I'd like to thank Ms. LaClair and our Administrative team for continuing to work together and be proactive in our work so that we have again been able to bring a budget forward that does not include significant layoffs. As you have read in the media, a number of districts have not been able to reduce faculty and staff in small steps as we have and are now being faced with making cuts. We do review every retirement and resignation that we have to determine if the position needs to be replaced or if we can continue to support our students without hiring someone new. If we need to hire for the position, we do, but we look carefully at how we support our students and it is a discussion that happens with each position. This has allowed us to position the district in a positive way as we move forward.

AI Circle Team Update

Ms. Laffin indicated that on Friday, members of the AI Circle Team met to finalize the student, staff, and family AI Surveys. These surveys will be sent out soon and will be used to support the team's recommendations to the Board on policy, as well as drafting a framework for implementation.

8.02 Central Campus Design Update

Last week's design meeting included the Art teachers and the office staff and was to show them how their input has been incorporated into the design of the new spaces. Everyone to date has been incredibly pleased with the process and the designs. The art teachers both expressed how grateful they are that their ideas and preferences were listened to, heard, and implemented. They even went as far as saying that they will have the best art room in the county. As the room design was reviewed, there was really great discussion of how the space will be utilized and some modifications were made during the meeting so that the room will incorporate everything our art teachers believe is important. The office staff and Principals also were able to review the spaces design modifications made in their future space and also made a few modifications during the meeting. These meetings also include our Directors of Facilities and Technology so that everyone is able to ensure that we have designs that are function and student focused and so that there will not be any infrastructure surprises when we begin to construct. I let our design team know that they have now set the bar and that every renovation moving forward will need to follow this same process. The amount of positivity created through this so far has been

incredibly impressive.

9. Board District News

9.01 The Board will report District News

Trustee Jared expressed appreciation to the music teachers and congratulated students for their outstanding achievements at NYSSMA this past weekend. She also highlighted the success of the recent “Meet, Greet, and Eat” event and extended thanks to the participating restaurants for providing food in support of the Belleayre Bash for students on prom night.

Trustee Jerome commended the district’s student-athletes, noting the strong sense of teamwork and in-person support among students. She expressed pride in the school community, stating, “Yay, Onteora.”

Trustee Goodrich also spoke positively about the “Meet, Greet, and Eat” event, noting the strong community support and thanking the participating restaurants. He added that it was enjoyable to hear the Onteora bands perform and expressed appreciation for the work that goes into the athletics program.

Trustee Bishop inquired about the BOCES annual meeting. Trustee Knutsen reported that business included the nomination of trustees to the BOCES board. He also shared that BOCES culinary students prepared meals for attendees, and that students in the program spoke about how their participation has positively influenced their educational paths. Trustee Jared added that she appreciated hearing from the students and expressed pride in their accomplishments.

10. Acknowledge Public Be Heard Comments

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

- Jude Kurjan-Frank
- Jeff Bailey
- Emily Sachs
- Alec Mecklejohn
- Rob Harris

11. Public and Student Comment

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

- Jude Kurjan-Frank
- Harry Kunhardt
- Emily Sachs
- Kasha Donahue

12. **Break**

12.01 The Board will take a 5 minute break if needed

13. Discussion and Possible Action

13.01 Vote for BOCES 2026-2027 Budget

The Onteora Central School District Board of Education hereby approves the 2026-2027

Draft

Ulster County Board of Cooperative Educational Services Administrative Budget in the amount of $7,428,827.00
Moved by: Jenny Jared; seconded by: Rory Smith

Carried

BOCES Administrative Budget.pdf

13.02 Vote for BOCES Board of Education Seats

The Onteora Board of Education hereby casts their ballot for the Ulster County Board of Cooperative Services:
Seat #1 - Saugerties (3-year term-July 1, 2026-June 30, 2029) Krista Barringer: Saugerties, NY
Seat #2 - "At-Large" (3-year term- July 1, 2026- June 30, 2029)
Seat #3 - "At-Large" (3-year term- July 1, 2026- June 30, 2029)
Seat #4 - "At-Large" (3-year term- July 1, 2026- June 30, 2029)
Moved by: Eric Knutsen; seconded by: Caroline Jerome

Carried

Ulster BOCES Ballot for Board Member Election.pdf

Select 3
Wallkill- Donald Greene: Newburgh, NY
Ellenville- Maria Kaplan: Ellenville, NY
Kingston- Suzanne Jordan: Kingston, NY

14. Consent Agenda

14.01 Approve Consent Agenda

The Board hereby approves item numbers 14.02 - 14.10
Moved by: Rory Smith; seconded by: Jenny Jared

Carried

14.02 Personnel Agenda

The Board of Education hereby approves the personnel agenda as attached

Carried

4-21-26 personnel agenda.pdf

14.03 Approve Volunteers

The Board of Education hereby approves the following volunteers listed below:
Daniel Aliberte
Nicole Aliberte
Stacie Cologero
Esther Cunliffe
Carmelina DiSanto Rega
Kelly Dunnege
Hailey Eber

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Laura Golben
Shannon Klitzner
Flannery McDermott
Sean O'Keefe
Richard Pendleton
Sarah Planchon Brasseur
Cassie Pustilnik
Mahlagha Rega
Lindsay Shands
Yamit Steiner

Carried

14.04 Adopt 2026-2027 Budget

Superintendent recommends Board of Education approval of the following Proposition: Proposition # 1 – BE IT RESOLVED, that the Onteora Central School District Board of Education be and is hereby authorized to expend the sums set forth under the various headings which are voted upon in gross and not in detail in the total amount of $66,481,500 (which includes $20,000 to support public library) for the year commencing July 1, 2026 and ending June 30, 2027, and the Board is authorized to levy and collect the necessary tax thereof on the taxable property of the District.

Carried

14.05 Approve the Property Tax Report Card

The Board of Education hereby approves the Property Tax Report Card for the 2026-2027 school year.

Carried

Budget Book 26-27ptrc-form DRAFT.pdf

14.06 Approve Board of Registration for 2026 Annual Budget Vote and School Board Election

The Board of Education hereby approves the updated Board of Registration for the 2026 Annual Budget Vote and School Board Election as attached

Carried

Board of Registration 26 annual vote.pdf

14.07 Donations

The Superintendent recommends approval for the attached donations, each contributing to various initiatives within our district, and increasing their respective budgetary revenue & appropriations. The total amount for approval is $8,945.00.

Carried

Donation Spreadsheet 4.21.26.pdf

14.08 Financial Report

The Board has reviewed and hereby accepts the Financial reports from March 2026

Carried

Draft

14.09 Warrants

The Board of Education has reviewed and hereby accepts Warrant Schedule 11

Carried

14.10 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, #04/26, Confidential, as reviewed by Trustee Cindy Bishop

Carried

15. Contracts and Independent Contractor Retainers

15.01 Approve all Contracts and Independent Contractor Retainers

The Board hereby approves item numbers 15.02 - 15.08
Moved by: Jenny Jared; seconded by: Clark Goodrich

Carried

15.02 Catskill CSD Health and Welfare Services

BE IT RESOLVED, that the Board of Education of the Catskill Central School District establishes the rate of $1,168.18 per pupil for the school year 2025-2026 for Health Services provided for Onteora resident pupils attending nonpublic schools in the Catskill Central School District.
BE IT FURTHER RESOLVED, that the Board President and Clerk of the Board of Education be authorized to sign contracts for health services for the 2025-2026 school year.

Carried

Catskill CSD Health & Welfare Services 25-26 Cost Per Pupil -$1,168.18- for BOE Approval 4.21.26.pdf

15.03 Saugerties CSD Health and Welfare Services

BE IT RESOLVED, that the Board of Education of the Saugerties Central School District establishes the rate of $1,188.76 per pupil for the school year 2025-2026 for Health Services provided for Onteora resident pupils attending nonpublic schools in the Saugerties Central School District.
BE IT FURTHER RESOLVED, that the Superintendent of Schools and President of the Board of Education be authorized to sign contracts for health services for the 2025-2026 school year.

Carried

Saugerties CSD Health & Welfare Services 25-26 Cost Per Pupil -$1,188.76 - for BOE Approval 4.21.26.pdf

15.04 ICR- Physical Therapy Mentor

BE IT HEREBY RESOLVED on recommendation by the Superintendent of Schools that the

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Board of Education of the Onteora Central School District approve the Independent Contractor Retainer between the Onteora Central School District and Raymond Solinger retained as a Physical Therapy Mentor effective April 1, 2026 through June 30, 2026 at a maximum rate of $250.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

15.05 ICR- Bennett Earth Day Coordinator

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 Matthew Savatgy retained as a Bennett Earth Day Coordinator effective April 27 , 2026 through June 5, 2026 at a maximum rate of $1,060.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

M. Savatgy - ICR BN Earth Day Coordinator.pdf

15.06 ICR- Woodstock Go Green Day Coordinator

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 Matthew Savatgy retained as a Woodstock Go Green Day Coordinator effective April 27 , 2026 through May 15, 2026 at a maximum rate of $1,060.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

M. Savatgy - ICR WD Go Green Day Coordinator.pdf

15.07 ICR- Bennett Music Accompanist

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 Paul Schubert retained as a Music Accompanist effective April 21 , 2026 through June 30, 2026 at a maximum rate of $75.00 per service to a maximum of $150.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

P. Schubert ICR Music Accompanist - BN.pdf

15.08 ICR- Woodstock Music Accompanist

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 Paul Schubert retained as a Music Accompanist effective April 21 , 2026 through June 30, 2026 at a maximum rate of $75.00 per service to a maximum of $150.00 with no fringe benefits or deductions and authorizes the Superintendent to sign such an agreement.

Carried

P. Schubert ICR Music Accompanist - WD.pdf

16. Policies

16.01 First Reading of Policy 5520 ECA- Student Activities Fund Management

Policy 5520 ECA - proposed with changes.pdf

16.02 First Reading of Policy 5685 Automated External Defibrillators

Cardiac Automated External DeFibrillators in Public Schools -5685 - current policy.pdf

Policy 5685 AUTOMATED EXTERNAL DEFIBRILLATORS - new proposed policy.pdf

16.03 Second Reading and Adoption of Policy 1611 Procedure for the Annual District Election

1611 Procedure for the Annual Meeting - draft with changes.pdf

The Onteora Board of Education hereby adopts policy 1611 as written
Moved by: Caroline Jerome; seconded by: Jenny Jared

Carried

16.04 Second Reading and Adoption of Policy 7621 Rights of Students with Disabilities Under Section 504

Policy 7621 Rights of Students with Disabilities Under Section 504- DRAFT.pdf

The Onteora Board of Education hereby adopts policy 7621 as written
Moved by: Rory Smith; seconded by: Jenny Jared

Carried

16.05 Second Reading and Adoption of Policy 8130 Non-Discrimination and Equal Opportunity

Policy 8130 Non-Discrimination and Equal Opportunity.pdf

The Onteora Board of Education hereby adopts policy 8130 as written
Moved by: Caroline Jerome; seconded by: Clark Goodrich

Carried

16.06 Policies Reviewed and are ok as is

The Board of Education hereby accepts policy 3230 Public Complaints as written
Moved by: Jenny Jared; seconded by: Rory Smith

Carried

3230 Public Complaints.pdf

16.07 Rescind Policy 5540 Publication of the Districts Annual Financial Statement, Policy 5550 Maintenance of Fiscal Efforts (Title I Programs) and Policy 5560 Use of Federal Funds for Political Expenditures

The Board of Education hereby rescinds policies 5540, 5550 and 5560
Moved by: Clark Goodrich; seconded by: Caroline Jerome

Draft

Carried

Policies are considered non-essential per NYSSBA

PUBLICATION OF THE DISTRICT'S ANNUAL FINANCIAL STATEMENT 5540.pdf

MAINTENANCE OF FISCAL EFFORT (TITLE I PROGRAMS) 5550.pdf

USE OF FEDERAL FUNDS FOR POLITICAL EXPENDITURES 5560.pdf

17. Committee Reports

17.01 Updates from Board Committees
No updates reported

18. Unfinished Business

18.01 The Board will discuss Unfinished Business

18.02 Continued Discussion of the Student Support Resolution

Continued Discussion – "A New Direction for Students in an AI World" Report (Pages 89–118)

The Board of Trustees discussed the potential for hosting a community event in the fall, including the possibility of inviting a speaker on artificial intelligence. Due to time constraints, planning such an event prior to June 30 is not feasible. Trustees noted that additional information will be gathered in preparation for further discussion in the fall.

The Board agreed to continue its review of the report.

The next discussion will take place at the May 5 meeting, covering pages 124–151.

A-New-Direction-for-Students-in-an-AI-World-FULL-REPORT.pdf

19. New Business

19.01 The Board will discuss New Business
Trustee Jared noted that Jonathan Haidt has been speaking and writing about the impacts of emerging technologies, including artificial intelligence, on youth and education. Trustee Jared suggested that the Board consider reviewing this work upon completion of the current report.

The Board of Trustees expressed agreement with this recommendation.

20. Request for Information

20.01 Board Members will Request Information of the Superintendent
Trustee Goodrich inquired about the percentage of students who do not have access to the internet.

The IT Director reported that, based on data collected during the pandemic, approximately 15 students did not have internet access at that time. He noted that, since then, broadband expansion efforts in the area—supported by grant funding—may have improved access, and availability is expected to be expanding.

Trustee Jared asked which age groups of students have access to a web browser on their

Draft

Chromebooks. The IT Director clarified that all students who are issued a device have access to a web browser.

21. Adjournment

21.01 Adjourn the Meeting. Next meeting is May 5, 2026 at Bennett at 6:00 PM. (proposed 10:00 pm)

The meeting is adjourned at 9:47 pm.
Moved by: Clark Goodrich; seconded by: Caroline Jerome

Carried

_____

District Clerk

Draft

Personnel Agenda for BOE Meeting 05/05/2026

ADMINISTRATIVE LEAVE OF ABSENCE

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
040125	05/06/26 – 05/19/26	Extended leave and reassigned pursuant to Superintendent
040926	05/06/26 – 05/19/26	Paid Administrative Leave

RESIGNATIONS: NON - INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	REMARKS
Anderson, Paul	Building Maintenance Mechanic II	04/24/26	Personal
Moses, Elisa	Account Clerk/Typist	05/27/26	Personal

SUBSTITUTE

NAME	POSITION	AMOUNT
Loheide, Laura	Teacher (certified)	$155.00/day (effective 05/04/26)
Smith, Leah	Clerical	$16.00/hour (effective 09/01/26)
Smith, Leah	School Monitor	$16.00/hour (effective 09/01/26)

TEMPORARY APPOINTMENT: NON -INSTRUCTIONAL

NAME	POSITION	EFFECTIVE DATE	RATE	REMARKS
Benjamin, Scott	School Bus Driver	07/01/26 – 08/31/26	On Step	Summer Transportation
Schoonmaker, Carissa	School Bus Driver	07/01/26 – 08/31/26	On Step	Summer Transportation
Schoonmaker, George	School Bus Driver	07/01/26 – 08/31/26	On Step	Summer Transportation
Fauble, Robert	School Bus Driver Substitute	07/01/26 – 08/31/26	On Step	Summer Transportation
Fauble, Wendy	School Bus Driver Substitute	07/01/26 – 08/31/26	On Step	Summer Transportation
Bradford, Bobbi	School Bus Attendant	07/01/26 – 08/31/26	On Step	Summer Transportation
Hilty, Annalisa	School Bus Attendant	07/01/26 – 08/31/26	On Step	Summer Transportation
Riley-Weir, Madeleine	School Bus Attendant	07/01/26 – 08/31/26	On Step	Summer Transportation
Hilty, Michele	School Bus Attendant	07/01/26 – 08/31/26	On Step	Summer Transportation
Rogers, Connie	School Bus Attendant Substitute	07/01/26 – 08/31/26	On Step	Summer Transportation

TEMPORARY APPOINTMENT: INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	RATE	REMARKS
Armstrong, Mark	English Teacher/ High School	05/03/26 – 05/19/26	MA Step 1	

LEAVE OF ABSENCE: NON-INSTRUCTIONAL

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
4198	05/07/26 – 07/31/26	FMLA

EXTRA DUTY STIPENDS

NAME	POSITION	AMOUNT
Curlew, Alicia	Regents Prep (Global History)	$1,676.00

ONTEORA
CENTRAL SCHOOL DISTRICT

Central Administration
KIMBERLY COLE
Deputy Treasurer/ Tax Collector
845.657.6383 Ext. 1035/1036

April 27, 2026

To: District Clerk
From: Kimberly Cole
Re: Budgetary Transfer

The Superintendent recommends the transfer of funds from the Unemployment Reserve to the Unemployment Insurance budget code to cover the New York State unemployment bill. This expense is not budgeted within the General Fund, as the reserve fund was established specifically for this purpose.

Amount	From Budget Code	To Budget Code
$ 796.30	Reserve - A815	A 9050.800-10

Sincerely,

Kimberly Cole
Deputy Treasurer/ Tax Collector
Onteora Central School District
4166 Route 28 PO Box 300
Boiceville, New York 12412
Office: (845) 657-6383 x 1035/x 1036

WILSON LANGUAGE TRAINING®

Wilson Language Training Corporation
47 Old Webster Road
Oxford MA 01540
United States

Created Date	02/17/2026	Quote Number	Q-34513
Expiration Date	05/31/2026		
Contact Name	Stephanie Laffin		

Bill To

Onteora Central School District
4166 State Route 28
Boiceville, New York 12412
United States

Ship To

Onteora Central School District
4166 State Route 28
Boiceville, New York 12412-5203
United States

Product Code	Product	List Price	Sales Price	Quantity	Total Price
F3FUNCSB1 [20]	Fundations Classroom Set Level 1 [20]	$1,599.00	$1,599.00	4	$6,396.00
F3FUNCSB2 [20]	Fundations Classroom Set Level 2 [20]	$1,599.00	$1,599.00	4	$6,396.00
F3FUNCSB3 [20]	Fundations Classroom Set Level 3 [20]	$1,599.00	$1,599.00	4	$6,396.00
F3FUNCSBK [20]	Fundations Classroom Set Level K [20]	$1,599.00	$1,599.00	4	$6,396.00
F3FIFKT1	Fun in Focus Kit Level 1	$735.00	$735.00	5	$3,675.00
F3FIFKT2	Fun in Focus Kit Level 2	$735.00	$735.00	5	$3,675.00
F2ECHO1	Fundations Readers Level 1	$1,570.00	$1,570.00	4	$6,280.00
F2ECHO2	Fundations Readers Level 2	$1,570.00	$1,570.00	4	$6,280.00
F2ECHOK	Fundations Readers Level K	$1,570.00	$1,570.00	4	$6,280.00
F2FBR1	Fundations Backpack Readers 1	$575.00	$575.00	4	$2,300.00
F2FBR2	Fundations Backpack Readers 2	$575.00	$575.00	4	$2,300.00
F2FBRK	Fundations Backpack Readers K	$629.00	$629.00	4	$2,516.00
F3TM1	Fundations Teacher's Manual 1	$194.00	$194.00	2	$388.00
F3TM2	Fundations Teacher's Manual 2	$194.00	$194.00	2	$388.00
F3TM3	Fundations Teacher's Manual 3	$194.00	$194.00	2	$388.00
F3TMK	Fundations Teacher's Manual K	$194.00	$194.00	2	$388.00
PROMO	Promotional Discount	$-1,813.26	$-1,813.26	1	$-1,813.26
FUNMLESSENTIAL	Fundations Multi Level Essential Bundle - (10) Virtual Launch Workshop, (10) Virtual Implementation Support, (4) Principal Orientation Session	$6,250.00	$6,250.00	1	$6,250.00
FUNMLADD	Fundations Multi Level Virtual Launch and VIS Add 10 Seats for Each	$1,500.00	$1,500.00	1	$1,500.00

WILSON
LANGUAGE TRAINING®

Wilson Language Training Corporation
47 Old Webster Road
Oxford MA 01540
United States

Subtotal	$66,378.74
Shipping Cost	$3,626.52
Sales Tax	$0.00
Grand Total	$70,005.26

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Returns of print materials are subject to the Shipping and Returns Policy.
https://store.wilsonlanguage.com/payment-shipping
Professional Services are subject to the Wilson® Professional Learning Terms of Service available at https://www.wilsonlanguage.com/professional-learning-terms-of-service/

Sales tax will be calculated based on your local tax jurisdiction and may change from the quote to the final invoice due to tax law updates. Tax-exempt customers must provide valid exemption certificates prior to being invoiced.

Customer Notes:

Donations Received for Board of Education Approval, May 5, 2026				
Donor:	**Amount:**	**Purpose:**	**Revenue:**	**Appropriation:**
Health & Wellness Committee - Meet, Greet & Eat Proceeds	$5,094.00	Meet, Greet & Eat Donation	CM2705.25	CM2989.400-25
Kathleen MortonStrauss 5592 Schoolhouse Ct West Chester, OH 45069	$500.00	Josh MortonStrauss Memorial Award	CM2705.15	CM2989.400-15
Gabriel & Sondra Buono 1401 State Route 28A West Hurley, NY 12491	$75.00	OAA Leadership Award	CM2705.15	CM2989.400-15
Scott & Catherine Richards 64 Lisa Lane Unit 1071 Athens, NY 12015	$71.00	OAA Leadership Award	CM2705.15	CM2989.400-15
Ariel McGrath PO Box 158 Phoenicia, NY 12464	$71.00	OAA Leadership Award	CM2705.15	CM2989.400-15
Carol Grima 350 N. Water Street	$71.00	OAA Leadership Award	CM2705.15	CM2989.400-15
Victoria McLaren 57 Highland Park Road Ulster Park, NY 12487	$250.00	lministration Scholars	CM2705.15	CM2989.400-15
Monica LaClair 315 Tanglewood Court West Hurley, NY 12491	$250.00	lministration Scholars	CM2705.15	CM2989.400-15
Stephanie Laffin 58 S. Manheim Blvd, Apt. 86 New Paltz, NY 12561	$250.00	lministration Scholars	CM2705.15	CM2989.400-15
	$6,632.00			

AIA® Document A132® – 2019

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

AGREEMENT made as of the 7 day of April in the year 2026
(In words, indicate day, month, and year.)

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

Onteora Central School District
4166 State Route 28
Boiceville, NY 12412

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

CDE Electric
685 Vernal Butler Rd,
Cairo, NY 12413

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

MSHS Elevator Upgrade & Ceiling Reconstruction
Onteora Central School District
4166 State Route 28
Boiceville, NY 12412

Onteora Middle School / High School: SED NO. 62-12-01-06-0-001-036

CPL Project No. R25.17491.00

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

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

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

CPL Architects, Engineers and Landscape Architect, D.P.C.
d/b/a CPL
26 IBM Road
Poughkeepsie, NY 12601

The Owner and Contractor 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 A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, 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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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

4 CONTRACT SUM

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7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS
EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: See Section 003114

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
N/A	

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Twenty-Two Thousand, Nine Hundred Sixty dollars ($ 122,960.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
EC-1	$25,260.00

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

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Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
EC Allowance	$20,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

N/A

§ 4.6 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the next month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

.

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

All items are subject to retainage

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

N/A

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§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

N/A

§ 5.2 Final Payment
§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum
§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted all close-out documents and materials and complied with all close-out requirements; and

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

N/A

(Paragraphs deleted)
§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

As per Section 106-b of the General Municipal Law.

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[**X**] Litigation in a court of competent jurisdiction.

[ ] Other: *(Specify)*

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If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

(Paragraphs deleted)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Kyle Harjes, Director of Facilities
Onteora Central School District
4166 State Route 28
Boiceville, NY 12412

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Gregory Guerin, President
CDE Electric
685 Vernal Butler Rd,
Cairo, NY 12413
info@cdeelectric.net

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

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§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

(Paragraphs deleted)
§ 8.8 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

.2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4 Not Used

.5 Drawings

Number	Title	Date
Project Manual Section 000115	List of Drawings	January 9, 2026

.6 Specifications

Section	Title	Date	Pages
Project Manual Section 000110	Table of Contents	1/9/2026	3 Pages

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 01	January 22, 2026	58 Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

[ ] 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.)

[ ] The Sustainability Plan:

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Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

The Contract Documents also include the Advertisement or Invitation to Bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, and portions of Addenda relating to bid requirements, and the Contractor's Payment and Performance Bonds.

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
	Gregory Guerin President
(Printed name and title)	*(Printed name and title)*

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AIA® Document A132® – 2019 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 7 day of April in the year 2026
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

MSHS Elevator Upgrade & Ceiling Reconstruction
Onteora Central School District
4166 State Route 28
Boiceville, NY 12412

THE OWNER:
(Name, legal status, and address)

Onteora Central School District
4166 State Route 28
Boiceville, NY 12412

THE CONTRACTOR:
(Name, legal status, and address)

CDE Electric
685 Vernal Butler Rd,
Cairo, NY 12413

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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 Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies. The certificate of insurance must describe the services provided by the contractor (e.g., roofing, carpentry or plumbing) that are covered by the liability policies. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form, additional details must be provided in writing. Policy exclusions may not be accepted. At the Ownersrequest, the contractor 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 contractor will provide a copy of the policy endorsements and forms. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor and indemnify the Owner for applicable deductibles and self-insured retentions.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations and provide coverage for the Owner, its Board, employees and volunteers including a waiver of subrogation in favor of the Owner for all coverages including Workers Compensation. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the Owner for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rests solely with theOwner. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an A.M. Best A- rated or better insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. A New York licensed and admitted insurer is required. Contractor acknowledges that

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failure to obtain such insurance on behalf of the Owner constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Owner. The contractor is to provide the Owner with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the Owner to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by theOwner. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.1.2 Subcontractors are subject to the same terms and conditions as stated above and must submit same to the Owner for approval prior to the start of any work.

.1 In the event the General Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend, and hold harmless the Owner, its Board, employees and volunteers from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars ($ 1,000,000.) each occurrence, 2,000,000. ($ two million dollars) general aggregate, and 2,000,000. ($ two million dollars) aggregate for products-completed operations hazard, one million dollars ($ 1,000,000.) personal and advertising injury, one hundred thousand dollars ($ 100,000.) fire damage, ten thousand dollars ($ 10,000.) medical expense, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.
.6 the general aggregate shall apply on a per-project basis.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

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§ A.3.2.3 Automobile Liability covering vehicles owned, hired, borrowed and non-owned vehicles used, by the Contractor, with combined single 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.

§ A.3.2.4 The Contractor 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 insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, 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.

§ A.3.2.4.1 Umbrella Excess Liability:
$5,000,000 each Occurrence and Aggregate for general construction and no work at elevation (1 story or 10 feet) and project values less than or equal to $1,000,000.
$10,000,000 each Occurrence and Aggregate for high-risk construction, work at elevation (>1 story or 10 feet) and project values greater than $1,000,000.
Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

§ A.3.2.5 Workers' Compensation and NYS Disability Insurance
Statutory Workers' Compensation (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. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

§ A.3.2.6 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage
§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

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User Notes:

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ A.3.3.2.1** If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[X] **§ A.3.3.2.3 Asbestos Abatement/Lead Abatement/Pollution Liability Insurance**, , if applicable. Such insurance shall include products and completed operations and coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract. The limits applicable shall be the greater of the amounts indicated or the amounts carried by the Contractor:
.1 If covered by the Contractor's umbrella/excess liability policy, two million ($2,000,000) each occurrence and two million ($2,000,000) aggregate
.2 If NOT covered by the Contractor's umbrella/excess liability policy, six million ($6,000,000) each occurrence and six million ($6,000,000) aggregate
.3 If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the Ownerof the Certificate of Completion.

[ ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

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[X] **§ A.3.3.2.6 Other Insurance**

§ A.3.3.2.6.1 Testing Company Errors and Omission Insurance, if applicable, for the testing and other professional acts of the Contractor performed under the Contract with theOwner.
With policy limits not less than $1,000,000 per occurrence/$2,000,000 aggregate.

[X] § A.3.3.2.6.2 Owners Contractors Protective (OCP) Insurance

.1 For projects less than or equal to $1,000,000 and/or work on 1 story (10 feet) only; $1,000,000 per occurrence, $2,000,000 aggregate with the Owner as the Named Insured, no Additional Insureds on any OCP Policies.

.2 For projects greater than $1,000,000 and/or work over 1 story (10 feet); $2,000,000 per occurrence, $4,000,000 aggregate with the Owner as the Named Insured, no Additional Insureds on any OCP Policies.

(Table deleted)

§ A.3.4 Performance Bond and Payment Bond

§ A.3.4.1 The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the jurisdiction where the Project is located, in form and substance satisfactory to the Owner and, without limitation, complying with the following specific requirements:

.1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

.2 Bonds shall be executed by a responsible surety licensed in the jurisdiction where the Project is located, with a Best's rating of no less than A/XII, and shall remain in effect for a period not less than two (2) years following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

.3 The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to the Contract Sum and all subsequent increases.

.4 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power-of-attorney indicating the monetary limit of such power.

.5 Every Bond under this Subparagraph 11.4.1 must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond:

(i) The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived.

(Table deleted)

(ii) The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.

.6 Bonds shall be written on AIA Document 312, Payment Bond and Performance Bond.

.7 If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 11.4.1 Contractor shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to Owner.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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AIA® Document A232® – 2019

General Conditions of the Contract for Construction, *Construction Manager as Adviser Edition*

for the following PROJECT:
(Name, and location or address)

MSHS Elevator Upgrade & Ceiling Reconstruction
Onteora Central School District
4166 State Route 28
Boiceville, NY 12412

Onteora Middle School / High School: SED NO. 62-12-01-06-0-001-036

CPL Project No. R25.17491.00

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

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

THE OWNER:
(Name, legal status, and address)

Onteora Central School District
4166 State Route 28
Boiceville, NY 12412

THE ARCHITECT:
(Name, legal status, and address)

CPL Architects, Engineers and Landscape Architect, D.P.C.
d/b/a CPL
26 IBM Road
Poughkeepsie, NY 12601

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; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

The Specifications may describe (or the Drawings may show) the general placement required of materials or equipment, but the actual required placement may vary depending on the specific material or equipment used by the Contractor or the existing field conditions. The Contractor shall bear all direct and indirect costs associated with such variations.

Some Specifications may be written in a condensed outline form and omitted words shall be included by interference. If the Specifications identify a task, it shall mean the "Contractor shall furnish, install and complete" the identified task unless otherwise stated.

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Reference to standard specifications, manuals or codes shall mean reference to the latest standard specification, manual or code in effect at the time of the execution of the Owner-Contractor Agreement, unless otherwise stated. When reference is made to a manufacturer, trade association, reference standard or similar source (such as ASTM, ASA, AISC, ACI, etc.) the standards or requirements of such entity shall be incorporated into the Specifications and have the force and effect as though they were set forth expressly. Upon entering into the Owner-Contractor Agreement, the Contactor acknowledges its familiarity with those references, codes, etc. The date of the referenced standard shall be the latest edition in effect at the time of the execution of the Owner-Contractor Agreement unless otherwise stated.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide a better quality of Work or (2) comply with the more stringent requirements; either or both in accordance with the Architect's interpretation. The terms and conditions of the Subparagraph 1.2.1, however shall not relieve the Contractor of any of the obligations set forth elsewhere in this Agreement. All work shall conform to the Contract Documents. No significant change there from shall be made without prior written authorization by the Owner. Where only part of the Work is indicated, similar parts shall be considered repetition. When any detail is shown and the components therefore are fully described, similar details shall be construed and not mentioned in the other shall be of like effect as if shown or mentioned in both. Should the Specifications and Drawings fail to particularly describe a product or material shown to be used in any place, the Contractor shall furnish the product that would normally be used in that place.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such

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evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

(Paragraph deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

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§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

§ 2.5.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.2 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner or Contractor (1) granted in the Contract Documents; (2) law; or (3) in equity.

§ 2.5.3 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work. The Owner assumes no responsibility for liability for the safety of the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work; provided that the Owner shall be responsible for, and the Contractor shall upon discovery notify the Owner of, any unsafe condition created by the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

The Contractor shall rely on its own knowledge and its review and interpretation of the Contract Documents and data provided in entering into the Contract and not the representations of the Owner or other persons. The Contractor acknowledges that quantities provided in the Contract Documents are estimates only and Contractor shall not seek additional compensation or adjustment in price based on a variation in actual quantities.

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Prior to execution of the Contract, the Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, and (iv) availability and cost of materials, tools, and equipment.

The location of existing features shown on plans is intended for general information only. The Contractor, alone, is responsible for accurate determination of the location of all structures and shall not be entitled to any extra payment for discrepancies between the work as shown in the Contract Documents and existing conditions.

The locations, depths and data as to underground conditions have been obtained from records, surface indications and data furnished by others. Information furnished is solely for the convenience of the Contractor without any warranty, expressed or implied as to its accuracy or completeness. The Contractor shall verify all existing conditions prior to commencing the Work. The Contractor shall make no claim against the Owner or Architect with respect to the accuracy or completeness of such information if the conditions found after commencement of the Work are different from those as indicated.

The Contractor shall be solely responsible for the conditions which develop during construction and in the event any structure is dislocated, or over strained, or damaged so as to affect its usefulness, the Contractor shall correct or repair any dislocations, over strains or damages caused.

The Contractor is responsible for restorations and/or repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by its activities during the performance of its Work.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

The Contractor shall assume full responsibility for accuracy of measurements obtained at the site. No extra compensation will be allowed because of differences between actual measurements and dimensions indicated on the Drawings, nor for Contractor's failure to coordinate work with actual field measurements.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

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§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only if the Contractor satisfies the procedural requirements set forth in the General Requirements (Division 01) of the Specifications. By making requests for substitutions, the Contractor.

- **.1** Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
- **.2** Represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- **.3** Certifies that the cost data presented is complete and includes all related costs for the substituted product ad for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that may subsequently be incurred by the Contractor; and
- **.4** Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.1 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed upon changes in the Drawings and Specifications resulting from such substitutions. The Owner may seek reimbursement pursuant to the procedures set forth in § 9.5.1.

§ 3.4.2.2 The Contractor shall bear all expenses resulting from substitutions including the cost General Conditions as well as any structural, plumbing, mechanical and electrical trade costs made necessary by the substitution.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

§ 3.6.1 Owner is exempt from payment of New York State, and Local Sales and Compensation Use Taxes on all supplies and materials incorporated into and becoming an integral component part of the structures, buildings, or real property pursuant to this Contract. Such taxes are therefore not to be included in the Contractor's bid or Contract Sum. Owner shall deliver to Contractor the appropriate exemption certificate required to be supplied by the Owner, and Contractor and its Subcontractors and materialmen shall be solely responsible for obtaining and delivering any and all exemption or other certificates and for furnishing a Contractor Exempt Purchase Certificate or other appropriate certificates to all persons, firms, or corporations from whom they purchase supplies, materials, and equipment for the performance of the Work.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

.1 The Contractor shall promptly deliver copies of such documents to the Owner.

.2 If in connection with the Project, the Owner has obtained certain permits, licenses or agreements for the Project, the Owner will furnish copies of these documents to the Contractor. It is the Contractor's responsibility to comply with any conditions or limitations placed on the Project by these permits. The Contractor shall fully cooperate with the Owner in meeting the permit requirements and accommodations of regulatory inspections / directives.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor fails to give such notices as applicable to the performance of the Work, the Contractor shall be liable for and shall indemnify and hold harmless the Owner against any and all resulting fines, penalties, judgments or damages, including reasonable attorney fees, imposed on or incurred by the parties indemnified, as a result of such failures by the Contractor.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are

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disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 Upon completion of the Work, the Contractor shall deliver to the Architect original copies of all required final certificates of inspection, the Certificate of Occupancy, the other documents evidencing that inspections required by authorities having jurisdiction over the Work have been performed.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

The Contractor's superintendent shall not be removed from this Project until the Project punch list has been completed and the Project has been accepted by the Owner. Unless approved otherwise by the Owner in advance, the Contractor's superintendent shall be assigned solely to this Project and shall not perform any duties or superintendence on any other Project until completion of this Project.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.1.1 In the event that any updated Construction Schedule indicates a projected Substantial Completion date that is more than thirty (30) days after the required Substantial Completion date (as the same may be extended by the Change Order for Excusable Delay), the Owner shall have the right to direct the contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, facilities, (3) rescheduling activities, and (4) other similar measures (hereinafter referred to collectively as "Recovery Measures"). Such Recovery Measures shall continue until the progress of the Work complies with the state of completion required by the Construction Schedule. The Owner's right to require Recover Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

- **.1** The Contractor shall not be entitled to see an adjustment in the Contract Sum in connection with Recovery Measures required by the Owner, unless they are incurred by the Contractor as directed in writing by the Owner to mitigate or offset an Excusable Delay.
- **.2** The Owner may exercise the rights furnished to the Owner under or pursuant to this Subparagraph 3.10.1.1 as frequently as is reasonably necessary to ensure that the Contractor's performance of the Work will comply with any milestone date or completion date set forth in the Construction Schedule.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

.1 Due to the site constraints, only materials and equipment that are to be used in the Work shall be brought to and stored on the Project site by the Contractor. After materials and equipment are no longer required for the Work, they shall be promptly removed from the Project site. Protection of materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and adjacent areas.

.2 The Contractor shall not permit any workers to use existing facilities at the Project site, including, without limitation, lavatories, entrances and parking areas other than those designated and approved by the Owner.

.3 The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements of the rules and regulations.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not

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unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.14.3 All cutting and patching work shall be done by the Contractor (or through the appropriate Subcontractor). Patches in finish surfaces shall match the adjacent surfaces in material, finish, detail, and quality. Patches in fire rated construction or construction required to be smoke tight shall be made in conformance with assemblies designed and tested by agencies recognized by governing codes. Any UL rated fire-safing materials, flanges, or other materials required by Code, the Contract Documents, or manufacturer's installation instructions for devices penetrating the work affected shall be applied and installed by an approved firestop subcontractor or qualified personnel from the applicable trade.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will 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 will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor to maintain the Project Schedule or for defects and deficiencies in the Work. The Owner may see reimbursement pursuant to the procedures set forth in § 9.5.1.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor 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. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

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§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any 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.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

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§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.22 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

.1 The Contractor's request for information shall be prepared and submitted in accordance with the General Requirements (Division 01 of the Specifications) on the form included therein or as otherwise approved in advance. The Architect will return requests for information that do not conform to requirements of the Contract Documents.

.2 The Architect's response to a request for information (RFI), or issuance of a clarification or interpretation shall be considered an interpretation, clarification, supplemental information or an order for a minor change in the Work not involving an adjustment in Contract Sum or extension of Contract Time and not inconsistent with the intent of the Contract Documents, and shall be binding, unless indicated otherwise in the Architect's response to the RFI.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

The listing required by this Section shall be submitted to the Architect no later than 30 days from the date of the Agreement. This list shall include the names of manufacturers, suppliers, and installers proposed for each of the products, equipment, and materials to be incorporated into the Project.

The Contractor shall furnish upon request adequate data on any named entity on the list in order to permit the Architect and the Owner to conduct a proper evaluation. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents and all products furnished by the listed manufacturer must conform to such requirements.

The Contractor shall, prior to any work being performed, obtain and provide to the Owner and Construction Manager, a copy of the Subcontractor(s) Contractor Certificate of Registration, pursuant to New York State Department of Labor requirements.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

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.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract, provided that the Owner shall not be under any obligation to compensate the Subcontractor with respect to amounts that the Owner has already paid to the Contractor for such Subcontractor's work.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity, and, in New York State, request a copy of their Contractor Certificate of Registration. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

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§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.1 Unless otherwise agreed to in writing by the Owner and the Contractor, the combined overhead and profit that shall be included in the total cost (or credit) to the Owner for a Change in the Work shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces:
  a. 15% on the first $25,000 of the change order direct cost of self-performed work,
  b. 10% on the portion of the change order direct cost of self-performed work between $25,000 and $50,000 and
  c. 7.5% on the portion of the change order direct cost of self-performed work between $50,000 and $200,000 and
  d. 5% on the portion of the change order direct cost of self-performed work greater than $200,000.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor five percent (5%) of the amount due the Subcontractor,

.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost,

.4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor,

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7 and shall be itemized (including labor costs).

§ 7.2.2 A Change Order, when issued, shall be full compensation, or credit, for the extra Work performed, omitted, or substituted. It shall show on its face, any adjustment in time for completion of the Project as a result of the Change in

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the Work. Each Change Order shall include all costs related thereto, including all overhead, miscellaneous expenses, and incidentals.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured in accordance with Section 7.1.4.

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§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, or an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

In the event that the Owner, the Contractor or the Architect is delayed or hindered in or prevented from the performance of any act required by the Contract Documents by reason of a labor dispute, fire, failure of power, unusual delay in deliveries, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other

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causes of a like nature beyond the Owner's, the Contractor's or the Architect's control, the Contractor (or its Subcontractors) shall not be entitled to any additional compensation.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15; however, the Contractor's Claims, if any, for any increase in Contract Time must be made in accordance with the time requirements of this Section. Claims for an increase in Contract Time must be made in writing to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims must be initiated within seven (7) days after the Contractor has notice of the delay (initial notice). Thereafter, the Contractor must provide full details and support documentation with regard to the cause of the delay within twenty-one (21) days of the initial notice of the delay. If either the initial notice or the supporting documentation is not submitted to the Initial Decision Maker with a copy to the Architect, if the Architect is not the Initial Decision Maker, in writing within the time periods prescribed in this Section, the Claim for an increase in Contract Time shall be waived. If the cause for the delay is a continuing one, then only one Claim is necessary. The Contractor's supporting documentation to the Initial Decision Maker and/or Architect shall include an estimate of cost, if any, and of the probable effect of the delay on the progress of the Work and the Project Schedule.

§ 8.3.3 Unless expressly provided otherwise in the Contract Documents, an extension of the Contract Time, to the extent permitted under Subparagraph 8.3.1 shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims (collectively referred to in this Subparagraph 8.3.3 as "Delays") whether or not such Delays are foreseeable unless a Delay is caused by acts of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner (an "Owner-Caused Delay"), in which case the Contractor shall also be entitled to an equitable adjustment of the Contract Sum provided that the Contractor provides to the Owner written notice of such Owner-Caused Delay within ten (10) days of the occurrence of the event giving rise to such Owner-Caused Delay or within ten (10) days after the Contractor first recognizes the condition giving rise to such Owner-Caused Delay, whichever is later.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.1 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the work for which it is responsible, such breakdown being submitted on a uniform standardized form reasonably approved by the Architect and Owner (AIA G703). The form shall be divided in detail sufficient to exhibit area, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by either the Owner or the Architect as necessary to reflect (1) description of Work (listing labor and material separately), (2) total value, (3) percent of the Work completed to date, (4) value of the work completed to date, (5) percent of previous amount billed, (6) previous amount billed, (7) current percent completed, and (8) value of Work completed to date. Any trade breakdown that unreasonably fails to include sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (including of normal retainage) to complete the Work.

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§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

The form Application for Payment, duly notarized, shall be the most recent authorized edition of AIA Document G702, Application and Certificate for Payment, supported by the most recent authorized edition of AIA Document G703, Continuation Sheet.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Each Application for Payment shall be submitted electronically and in four (4) hard copies and shall be accompanied by the following, in all form and substance reasonably satisfactory to the Owner, (1) a current conditional Contractor's waiver of claims and liens, and duly executed an acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material supplier in the requested progress payment, and the amount to be paid to the Contractor from such progress payment together with similar sworn statements from all such subcontractors and material suppliers; (2) duly executed unconditional waivers of claims and liens from all Subcontractors and, when appropriate, from material suppliers and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner or the Architect or required by the Owner's title insurer.

§ 9.3.1.4 Unless otherwise agreed to in writing, until Substantial Completion, the Owner shall pay the Contractor ninety-five (95%) of the amount due the Contractor.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Such payment by the Owner for materials, equipment, fixtures and supplies stored on or off the Site shall not relieve the Contractor of its responsibility to provide reasonable protection of said materials, equipment, fixtures and supplies until there incorporation into the Work.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.3.3.1 The Contractor further expressly undertakes to defend the Owner, against any actions, lawsuits, or proceedings brought against the Owner as a result of liens related to the Work unless the reason for the lien is the nonpayment by the Owner to the Contractor in accordance with the Contract Documents (referred to as "liens" in this

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Subparagraph). The Contractor hereby agrees to indemnify and hold the Owner harmless against any such liens or claims of liens and agrees to pay any final judgement or lien if the reason for the judgement or lien is the nonpayment by the Owner to Contractor in accordance with the Contract Documents.

§ 9.3.3.2 The Owner shall release any payments withheld due to lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien discharge bond that is (1) issued by a surety acceptable to the Owner; (2) in form and substance satisfactory to the Owner, and (3) in an amount required by law to release such lien claim. By posting a lien discharge bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under Subparagraph 9.3.3.1 including without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager'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 Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation 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 Contractor is, or Contractors are, entitled to payment in the amount certified.

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§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or 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 the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor or other Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 any other reasonable grounds for objection or withholding as provided in the agreement or as permitted by law.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment while any conditions described in 9.5.1 remain.

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

(Paragraph deleted)

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the

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Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.2.1 The Contractor shall indemnify and hold the Owner harmless from laborers, mechanics and materialmen liens upon the Owner's properties or the premises upon which the work is located, arising out of the work performed or materials furnished by the Contractor or any of its Subcontractors or any material suppliers under the Contract.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed

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or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections pursuant to Section 9.5.1

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices

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and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 The Architect will perform no more than two (2) inspections whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections. The Owner may seek reimbursement pursuant to Section 9.5.1.

§ 9.10.1.2 The final payment of retained amount due the Contractor on account of the Contract shall not become due until the Contractor has furnished the Owner, through the Architect, completion documents as enumerated below, or as otherwise required in the Contract Documents.

- **.1** One (1) hard copy and one (1) electronic Record Set of Drawings showing actual construction of all portions of the Work and incorporating all changes and amendments thereto, as redlined against the 100% Construction Drawings.
- **.2** Guarantees and Warranties required by specific Sections of the Specifications.
- **.3** Release and Waiver of Claims, conditioned upon Final Payment, by the General Contractor, Subcontractors, Sub-subcontractors and material suppliers.
- **.4** All mechanical and electrical installation, operating and maintenance manuals called for under the Specifications.
- **.5** All test reports and certifications required under the mechanical and electrical specifications.
- **.6** All forms required to be completed by the Contractor by regulatory governmental agencies with two copies delivered to the Architect.
- **.7** Shop Drawing submittals in accordance with Article 3.
- **.8** A copy of the unconditional Occupancy Permit or Certificate of Compliance issued by the local Building Inspection Department having Jurisdiction, unless such is not issued for any reason that is not the responsibility of the Contractor under the Contract Documents or is caused by circumstances beyond the Contractor's control.
- **.9** Manufacturer's current detailed installation instructions for fire dampers, ceiling radiation dampers, smoke dampers, and duct smoke detectors as applicable to the Project.
- **.10** One (1) copy of the equipment operational and maintenance manuals.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and

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Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- **.4** construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or

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Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the

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Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below (and such insurance shall be from a company that is A rated or better by A.M. Best Company) which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed.
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employee;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of a motor vehicle.
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The Insurance required by Section 11.1.1 or as described in the Agreement or other corresponding Exhibit setting forth the specific insurance requirements shall be written for not less than limits of liability specified by the Owner or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within not less than twenty (20) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have

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the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.6 INSURANCE REQUIREMENTS
Refer to A132EXHIBITA for Insurance Requirements.

§ 11.1.7 PERFORMANCE BOND AND PAYMENT BOND
Refer to A132EXHIBITA for Bond Requirements

§ 11.2 Owner's Insurance
§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation
§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the

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Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

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§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.1.1 In all operations under the Contract, the Contractor agrees that it will comply with provisions of all State and Federal Laws (including OSHA) and all local ordinances which may affect such operations.

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§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

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§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

§ 14.4.4 The Contractor shall include in each of its subcontracts a clause, similar in effect to the provisions in Paragraph 14.4, allowing the Contractor to terminate the subcontract for its sole convenience, subject only to the payment obligations set forth in Paragraph 14.4.3.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

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§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. The Contractor shall accompany the Claim with a written analysis with a proposed revision to the Schedule illustrating the claimed influence of the basis for delay on the critical path of the Work and the applicable deadlines that may be impacted. Contractor will exercise reasonable efforts to mitigate the potential impact of any delay but shall be compensated for any costs associated therewith.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The time for performance of this Contract, as set forth in the Construction Schedule, shall include an allowance for delays due to reasonably anticipated adverse weather for the area where the Work is located. For the purpose of establishing that abnormal adverse weather conditions have caused a delay, and determining the extent of delay attributed to such weather conditions, the Contractor shall furnish with its claim, National Oceanic and Atmospheric Administration (NOAA) National Weather Service records of climatic conditions during the same time interval for the previous five (5) years for the locality of the Work; the Contractor's daily job site logs/daily construction reports showing weather, job activities, and the effect of weather on the progress of the Work; and an impact schedule showing the effects of the weather event on the critical path of the Contractor's Construction Schedule. Time extension for weather delays and related impact do not entitle the Contractor to extended overhead recovery or to any other monetary compensation associated with that claim unless approved in writing by the Owner.

§ 15.1.6.3 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which have concurrent or interrelated effects on the progress of the Work.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

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.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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.

(Paragraphs deleted)

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AIA® Document A132® – 2019

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

AGREEMENT made as of the 7 day of April in the year 2026
(In words, indicate day, month, and year.)

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

Onteora Central School District
4166 State Route 28
Boiceville, NY 12412

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

Transitional Builders Inc.
4920 Albany Post Rd
Staatsburg, NY 12580

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

MSHS Elevator Upgrade & Ceiling Reconstruction
Onteora Central School District
4166 State Route 28
Boiceville, NY 12412

Onteora Middle School / High School: SED NO. 62-12-01-06-0-001-036

CPL Project No. R25.17491.00

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

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

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

CPL Architects, Engineers and Landscape Architect, D.P.C.
d/b/a CPL
26 IBM Road
Poughkeepsie, NY 12601

The Owner and Contractor 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 A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, 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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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: See Section 003114

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
N/A	

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Million, Four Hundred Thirty-Two Thousand, Six Hundred Thirteen dollars ($ 1,432,613.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

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Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
GC Allowance	$50,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

N/A

§ 4.6 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the next month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

.

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

All items are subject to retainage

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

N/A

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§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

N/A

§ 5.2 Final Payment
§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum
§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted all close-out documents and materials and complied with all close-out requirements; and

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

N/A

(Paragraphs deleted)
§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

As per Section 106-b of the General Municipal Law.

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[X] Litigation in a court of competent jurisdiction.

[ ] Other: *(Specify)*

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If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

(Paragraphs deleted)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Kyle Harjes, Director of Facilities
Onteora Central School District
4166 State Route 28
Boiceville, NY 12412

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Gabriel Morales, Project Manager
Transitional Builders Inc.
4920 Albany Post Rd
Staatsburg, NY 12580
gabriel@transitionalbuilders.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

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§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

(Paragraphs deleted)
§ 8.8 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

.2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4 Not Used

.5 Drawings

Number	Title	Date
Project Manual Section 000115	List of Drawings	January 9, 2026

.6 Specifications

Section	Title	Date	Pages
Project Manual Section 000110	Table of Contents	1/9/2026	3 Pages

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 01	January 22, 2026	58 Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

[ ] 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.)

[ ] The Sustainability Plan:

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Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

The Contract Documents also include the Advertisement or Invitation to Bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, and portions of Addenda relating to bid requirements, and the Contractor's Payment and Performance Bonds.

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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AIA® Document A132® – 2019 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 7 day of April in the year 2026
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

MSHS Elevator Upgrade & Ceiling Reconstruction
Onteora Central School District
4166 State Route 28
Boiceville, NY 12412

THE OWNER:
(Name, legal status, and address)

Onteora Central School District
4166 State Route 28
Boiceville, NY 12412

THE CONTRACTOR:
(Name, legal status, and address)

Transitional Builders Inc.
4920 Albany Post Rd
Staatsburg, NY 12580

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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 Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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User Notes:

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies. The certificate of insurance must describe the services provided by the contractor (e.g., roofing, carpentry or plumbing) that are covered by the liability policies. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form, additional details must be provided in writing. Policy exclusions may not be accepted. At the Ownersrequest, the contractor 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 contractor will provide a copy of the policy endorsements and forms. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor and indemnify the Owner for applicable deductibles and self-insured retentions.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations and provide coverage for the Owner, its Board, employees and volunteers including a waiver of subrogation in favor of the Owner for all coverages including Workers Compensation. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the Owner for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rests solely with theOwner. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an A.M. Best A- rated or better insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. A New York licensed and admitted insurer is required. Contractor acknowledges that

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failure to obtain such insurance on behalf of the Owner constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Owner. The contractor is to provide the Owner with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the Owner to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by theOwner. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.1.2 Subcontractors are subject to the same terms and conditions as stated above and must submit same to the Owner for approval prior to the start of any work.

.1 In the event the General Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend, and hold harmless the Owner, its Board, employees and volunteers from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars ($ 1,000,000.) each occurrence, 2,000,000. ($ two million dollars) general aggregate, and 2,000,000. ($ two million dollars) aggregate for products-completed operations hazard, one million dollars ($ 1,000,000.) personal and advertising injury, one hundred thousand dollars ($ 100,000.) fire damage, ten thousand dollars ($ 10,000.) medical expense, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.
.6 the general aggregate shall apply on a per-project basis.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

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§ A.3.2.3 Automobile Liability covering vehicles owned, hired, borrowed and non-owned vehicles used, by the Contractor, with combined single 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.

§ A.3.2.4 The Contractor 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 insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, 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.

§ A.3.2.4.1 Umbrella Excess Liability:
$5,000,000 each Occurrence and Aggregate for general construction and no work at elevation (1 story or 10 feet) and project values less than or equal to $1,000,000.
$10,000,000 each Occurrence and Aggregate for high-risk construction, work at elevation (>1 story or 10 feet) and project values greater than $1,000,000.
Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

§ A.3.2.5 Workers' Compensation and NYS Disability Insurance
Statutory Workers' Compensation (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. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

§ A.3.2.6 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage
§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

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§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ A.3.3.2.1** If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[X] **§ A.3.3.2.3 Asbestos Abatement/Lead Abatement/Pollution Liability Insurance**, , if applicable. Such insurance shall include products and completed operations and coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract. The limits applicable shall be the greater of the amounts indicated or the amounts carried by the Contractor:
.1 If covered by the Contractor's umbrella/excess liability policy, two million ($2,000,000) each occurrence and two million ($2,000,000) aggregate
.2 If NOT covered by the Contractor's umbrella/excess liability policy, six million ($6,000,000) each occurrence and six million ($6,000,000) aggregate
.3 If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the Ownerof the Certificate of Completion.

[ ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

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[X] **§ A.3.3.2.6 Other Insurance**

§ A.3.3.2.6.1 Testing Company Errors and Omission Insurance, if applicable, for the testing and other professional acts of the Contractor performed under the Contract with theOwner.
With policy limits not less than $1,000,000 per occurrence/$2,000,000 aggregate.

[X] § A.3.3.2.6.2 Owners Contractors Protective (OCP) Insurance

.1 For projects less than or equal to $1,000,000 and/or work on 1 story (10 feet) only; $1,000,000 per occurrence, $2,000,000 aggregate with the Owner as the Named Insured, no Additional Insureds on any OCP Policies.

.2 For projects greater than $1,000,000 and/or work over 1 story (10 feet); $2,000,000 per occurrence, $4,000,000 aggregate with the Owner as the Named Insured, no Additional Insureds on any OCP Policies.

(Table deleted)

§ A.3.4 Performance Bond and Payment Bond

§ A.3.4.1 The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the jurisdiction where the Project is located, in form and substance satisfactory to the Owner and, without limitation, complying with the following specific requirements:

.1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

.2 Bonds shall be executed by a responsible surety licensed in the jurisdiction where the Project is located, with a Best's rating of no less than A/XII, and shall remain in effect for a period not less than two (2) years following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

.3 The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to the Contract Sum and all subsequent increases.

.4 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power-of-attorney indicating the monetary limit of such power.

.5 Every Bond under this Subparagraph 11.4.1 must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond:

(i) The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived.

(Table deleted)

(ii) The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.

.6 Bonds shall be written on AIA Document 312, Payment Bond and Performance Bond.

.7 If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 11.4.1 Contractor shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to Owner.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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AIA® Document A232® – 2019

General Conditions of the Contract for Construction, *Construction Manager as Adviser Edition*

for the following PROJECT:
(Name, and location or address)

MSHS Elevator Upgrade & Ceiling Reconstruction
Onteora Central School District
4166 State Route 28
Boiceville, NY 12412

Onteora Middle School / High School: SED NO. 62-12-01-06-0-001-036

CPL Project No. R25.17491.00

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

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

THE OWNER:
(Name, legal status, and address)

Onteora Central School District
4166 State Route 28
Boiceville, NY 12412

THE ARCHITECT:
(Name, legal status, and address)

CPL Architects, Engineers and Landscape Architect, D.P.C.
d/b/a CPL
26 IBM Road
Poughkeepsie, NY 12601

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; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

The Specifications may describe (or the Drawings may show) the general placement required of materials or equipment, but the actual required placement may vary depending on the specific material or equipment used by the Contractor or the existing field conditions. The Contractor shall bear all direct and indirect costs associated with such variations.

Some Specifications may be written in a condensed outline form and omitted words shall be included by interference. If the Specifications identify a task, it shall mean the "Contractor shall furnish, install and complete" the identified task unless otherwise stated.

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Reference to standard specifications, manuals or codes shall mean reference to the latest standard specification, manual or code in effect at the time of the execution of the Owner-Contractor Agreement, unless otherwise stated. When reference is made to a manufacturer, trade association, reference standard or similar source (such as ASTM, ASA, AISC, ACI, etc.) the standards or requirements of such entity shall be incorporated into the Specifications and have the force and effect as though they were set forth expressly. Upon entering into the Owner-Contractor Agreement, the Contactor acknowledges its familiarity with those references, codes, etc. The date of the referenced standard shall be the latest edition in effect at the time of the execution of the Owner-Contractor Agreement unless otherwise stated.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide a better quality of Work or (2) comply with the more stringent requirements; either or both in accordance with the Architect's interpretation. The terms and conditions of the Subparagraph 1.2.1, however shall not relieve the Contractor of any of the obligations set forth elsewhere in this Agreement. All work shall conform to the Contract Documents. No significant change there from shall be made without prior written authorization by the Owner. Where only part of the Work is indicated, similar parts shall be considered repetition. When any detail is shown and the components therefore are fully described, similar details shall be construed and not mentioned in the other shall be of like effect as if shown or mentioned in both. Should the Specifications and Drawings fail to particularly describe a product or material shown to be used in any place, the Contractor shall furnish the product that would normally be used in that place.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such

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evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

(Paragraph deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

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§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

§ 2.5.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.2 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner or Contractor (1) granted in the Contract Documents; (2) law; or (3) in equity.

§ 2.5.3 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work. The Owner assumes no responsibility for liability for the safety of the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work; provided that the Owner shall be responsible for, and the Contractor shall upon discovery notify the Owner of, any unsafe condition created by the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

The Contractor shall rely on its own knowledge and its review and interpretation of the Contract Documents and data provided in entering into the Contract and not the representations of the Owner or other persons. The Contractor acknowledges that quantities provided in the Contract Documents are estimates only and Contractor shall not seek additional compensation or adjustment in price based on a variation in actual quantities.

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Prior to execution of the Contract, the Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, and (iv) availability and cost of materials, tools, and equipment.

The location of existing features shown on plans is intended for general information only. The Contractor, alone, is responsible for accurate determination of the location of all structures and shall not be entitled to any extra payment for discrepancies between the work as shown in the Contract Documents and existing conditions.

The locations, depths and data as to underground conditions have been obtained from records, surface indications and data furnished by others. Information furnished is solely for the convenience of the Contractor without any warranty, expressed or implied as to its accuracy or completeness. The Contractor shall verify all existing conditions prior to commencing the Work. The Contractor shall make no claim against the Owner or Architect with respect to the accuracy or completeness of such information if the conditions found after commencement of the Work are different from those as indicated.

The Contractor shall be solely responsible for the conditions which develop during construction and in the event any structure is dislocated, or over strained, or damaged so as to affect its usefulness, the Contractor shall correct or repair any dislocations, over strains or damages caused.

The Contractor is responsible for restorations and/or repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by its activities during the performance of its Work.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

The Contractor shall assume full responsibility for accuracy of measurements obtained at the site. No extra compensation will be allowed because of differences between actual measurements and dimensions indicated on the Drawings, nor for Contractor's failure to coordinate work with actual field measurements.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

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§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only if the Contractor satisfies the procedural requirements set forth in the General Requirements (Division 01) of the Specifications. By making requests for substitutions, the Contractor.

- **.1** Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
- **.2** Represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- **.3** Certifies that the cost data presented is complete and includes all related costs for the substituted product ad for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that may subsequently be incurred by the Contractor; and
- **.4** Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.1 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed upon changes in the Drawings and Specifications resulting from such substitutions. The Owner may seek reimbursement pursuant to the procedures set forth in § 9.5.1.

§ 3.4.2.2 The Contractor shall bear all expenses resulting from substitutions including the cost General Conditions as well as any structural, plumbing, mechanical and electrical trade costs made necessary by the substitution.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

§ 3.6.1 Owner is exempt from payment of New York State, and Local Sales and Compensation Use Taxes on all supplies and materials incorporated into and becoming an integral component part of the structures, buildings, or real property pursuant to this Contract. Such taxes are therefore not to be included in the Contractor's bid or Contract Sum. Owner shall deliver to Contractor the appropriate exemption certificate required to be supplied by the Owner, and Contractor and its Subcontractors and materialmen shall be solely responsible for obtaining and delivering any and all exemption or other certificates and for furnishing a Contractor Exempt Purchase Certificate or other appropriate certificates to all persons, firms, or corporations from whom they purchase supplies, materials, and equipment for the performance of the Work.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

.1 The Contractor shall promptly deliver copies of such documents to the Owner.

.2 If in connection with the Project, the Owner has obtained certain permits, licenses or agreements for the Project, the Owner will furnish copies of these documents to the Contractor. It is the Contractor's responsibility to comply with any conditions or limitations placed on the Project by these permits. The Contractor shall fully cooperate with the Owner in meeting the permit requirements and accommodations of regulatory inspections / directives.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor fails to give such notices as applicable to the performance of the Work, the Contractor shall be liable for and shall indemnify and hold harmless the Owner against any and all resulting fines, penalties, judgments or damages, including reasonable attorney fees, imposed on or incurred by the parties indemnified, as a result of such failures by the Contractor.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are

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disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 Upon completion of the Work, the Contractor shall deliver to the Architect original copies of all required final certificates of inspection, the Certificate of Occupancy, the other documents evidencing that inspections required by authorities having jurisdiction over the Work have been performed.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

The Contractor's superintendent shall not be removed from this Project until the Project punch list has been completed and the Project has been accepted by the Owner. Unless approved otherwise by the Owner in advance, the Contractor's superintendent shall be assigned solely to this Project and shall not perform any duties or superintendence on any other Project until completion of this Project.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.1.1 In the event that any updated Construction Schedule indicates a projected Substantial Completion date that is more than thirty (30) days after the required Substantial Completion date (as the same may be extended by the Change Order for Excusable Delay), the Owner shall have the right to direct the contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, facilities, (3) rescheduling activities, and (4) other similar measures (hereinafter referred to collectively as "Recovery Measures"). Such Recovery Measures shall continue until the progress of the Work complies with the state of completion required by the Construction Schedule. The Owner's right to require Recover Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

- **.1** The Contractor shall not be entitled to see an adjustment in the Contract Sum in connection with Recovery Measures required by the Owner, unless they are incurred by the Contractor as directed in writing by the Owner to mitigate or offset an Excusable Delay.
- **.2** The Owner may exercise the rights furnished to the Owner under or pursuant to this Subparagraph 3.10.1.1 as frequently as is reasonably necessary to ensure that the Contractor's performance of the Work will comply with any milestone date or completion date set forth in the Construction Schedule.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

.1 Due to the site constraints, only materials and equipment that are to be used in the Work shall be brought to and stored on the Project site by the Contractor. After materials and equipment are no longer required for the Work, they shall be promptly removed from the Project site. Protection of materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and adjacent areas.

.2 The Contractor shall not permit any workers to use existing facilities at the Project site, including, without limitation, lavatories, entrances and parking areas other than those designated and approved by the Owner.

.3 The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements of the rules and regulations.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not

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unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.14.3 All cutting and patching work shall be done by the Contractor (or through the appropriate Subcontractor). Patches in finish surfaces shall match the adjacent surfaces in material, finish, detail, and quality. Patches in fire rated construction or construction required to be smoke tight shall be made in conformance with assemblies designed and tested by agencies recognized by governing codes. Any UL rated fire-safing materials, flanges, or other materials required by Code, the Contract Documents, or manufacturer's installation instructions for devices penetrating the work affected shall be applied and installed by an approved firestop subcontractor or qualified personnel from the applicable trade.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will 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 will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor to maintain the Project Schedule or for defects and deficiencies in the Work. The Owner may see reimbursement pursuant to the procedures set forth in § 9.5.1.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor 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. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

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§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any 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.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

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§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.22 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

.1 The Contractor's request for information shall be prepared and submitted in accordance with the General Requirements (Division 01 of the Specifications) on the form included therein or as otherwise approved in advance. The Architect will return requests for information that do not conform to requirements of the Contract Documents.

.2 The Architect's response to a request for information (RFI), or issuance of a clarification or interpretation shall be considered an interpretation, clarification, supplemental information or an order for a minor change in the Work not involving an adjustment in Contract Sum or extension of Contract Time and not inconsistent with the intent of the Contract Documents, and shall be binding, unless indicated otherwise in the Architect's response to the RFI.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

The listing required by this Section shall be submitted to the Architect no later than 30 days from the date of the Agreement. This list shall include the names of manufacturers, suppliers, and installers proposed for each of the products, equipment, and materials to be incorporated into the Project.

The Contractor shall furnish upon request adequate data on any named entity on the list in order to permit the Architect and the Owner to conduct a proper evaluation. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents and all products furnished by the listed manufacturer must conform to such requirements.

The Contractor shall, prior to any work being performed, obtain and provide to the Owner and Construction Manager, a copy of the Subcontractor(s) Contractor Certificate of Registration, pursuant to New York State Department of Labor requirements.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

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.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract, provided that the Owner shall not be under any obligation to compensate the Subcontractor with respect to amounts that the Owner has already paid to the Contractor for such Subcontractor's work.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity, and, in New York State, request a copy of their Contractor Certificate of Registration. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

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§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.1 Unless otherwise agreed to in writing by the Owner and the Contractor, the combined overhead and profit that shall be included in the total cost (or credit) to the Owner for a Change in the Work shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces:
   a. 15% on the first $25,000 of the change order direct cost of self-performed work,
   b. 10% on the portion of the change order direct cost of self-performed work between $25,000 and $50,000 and
   c. 7.5% on the portion of the change order direct cost of self-performed work between $50,000 and $200,000 and
   d. 5% on the portion of the change order direct cost of self-performed work greater than $200,000.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor five percent (5%) of the amount due the Subcontractor,

.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost,

.4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor,

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7 and shall be itemized (including labor costs).

§ 7.2.2 A Change Order, when issued, shall be full compensation, or credit, for the extra Work performed, omitted, or substituted. It shall show on its face, any adjustment in time for completion of the Project as a result of the Change in

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the Work. Each Change Order shall include all costs related thereto, including all overhead, miscellaneous expenses, and incidentals.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured in accordance with Section 7.1.4.

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§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, or an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

In the event that the Owner, the Contractor or the Architect is delayed or hindered in or prevented from the performance of any act required by the Contract Documents by reason of a labor dispute, fire, failure of power, unusual delay in deliveries, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other

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causes of a like nature beyond the Owner's, the Contractor's or the Architect's control, the Contractor (or its Subcontractors) shall not be entitled to any additional compensation.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15; however, the Contractor's Claims, if any, for any increase in Contract Time must be made in accordance with the time requirements of this Section. Claims for an increase in Contract Time must be made in writing to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims must be initiated within seven (7) days after the Contractor has notice of the delay (initial notice). Thereafter, the Contractor must provide full details and support documentation with regard to the cause of the delay within twenty-one (21) days of the initial notice of the delay. If either the initial notice or the supporting documentation is not submitted to the Initial Decision Maker with a copy to the Architect, if the Architect is not the Initial Decision Maker, in writing within the time periods prescribed in this Section, the Claim for an increase in Contract Time shall be waived. If the cause for the delay is a continuing one, then only one Claim is necessary. The Contractor's supporting documentation to the Initial Decision Maker and/or Architect shall include an estimate of cost, if any, and of the probable effect of the delay on the progress of the Work and the Project Schedule.

§ 8.3.3 Unless expressly provided otherwise in the Contract Documents, an extension of the Contract Time, to the extent permitted under Subparagraph 8.3.1 shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims (collectively referred to in this Subparagraph 8.3.3 as "Delays") whether or not such Delays are foreseeable unless a Delay is caused by acts of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner (an "Owner-Caused Delay"), in which case the Contractor shall also be entitled to an equitable adjustment of the Contract Sum provided that the Contractor provides to the Owner written notice of such Owner-Caused Delay within ten (10) days of the occurrence of the event giving rise to such Owner-Caused Delay or within ten (10) days after the Contractor first recognizes the condition giving rise to such Owner-Caused Delay, whichever is later.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.1 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the work for which it is responsible, such breakdown being submitted on a uniform standardized form reasonably approved by the Architect and Owner (AIA G703). The form shall be divided in detail sufficient to exhibit area, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by either the Owner or the Architect as necessary to reflect (1) description of Work (listing labor and material separately), (2) total value, (3) percent of the Work completed to date, (4) value of the work completed to date, (5) percent of previous amount billed, (6) previous amount billed, (7) current percent completed, and (8) value of Work completed to date. Any trade breakdown that unreasonably fails to include sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (including of normal retainage) to complete the Work.

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§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

The form Application for Payment, duly notarized, shall be the most recent authorized edition of AIA Document G702, Application and Certificate for Payment, supported by the most recent authorized edition of AIA Document G703, Continuation Sheet.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Each Application for Payment shall be submitted electronically and in four (4) hard copies and shall be accompanied by the following, in all form and substance reasonably satisfactory to the Owner, (1) a current conditional Contractor's waiver of claims and liens, and duly executed an acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material supplier in the requested progress payment, and the amount to be paid to the Contractor from such progress payment together with similar sworn statements from all such subcontractors and material suppliers; (2) duly executed unconditional waivers of claims and liens from all Subcontractors and, when appropriate, from material suppliers and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner or the Architect or required by the Owner's title insurer.

§ 9.3.1.4 Unless otherwise agreed to in writing, until Substantial Completion, the Owner shall pay the Contractor ninety-five (95%) of the amount due the Contractor.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Such payment by the Owner for materials, equipment, fixtures and supplies stored on or off the Site shall not relieve the Contractor of its responsibility to provide reasonable protection of said materials, equipment, fixtures and supplies until there incorporation into the Work.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.3.3.1 The Contractor further expressly undertakes to defend the Owner, against any actions, lawsuits, or proceedings brought against the Owner as a result of liens related to the Work unless the reason for the lien is the nonpayment by the Owner to the Contractor in accordance with the Contract Documents (referred to as "liens" in this

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Subparagraph). The Contractor hereby agrees to indemnify and hold the Owner harmless against any such liens or claims of liens and agrees to pay any final judgement or lien if the reason for the judgement or lien is the nonpayment by the Owner to Contractor in accordance with the Contract Documents.

§ 9.3.3.2 The Owner shall release any payments withheld due to lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien discharge bond that is (1) issued by a surety acceptable to the Owner; (2) in form and substance satisfactory to the Owner, and (3) in an amount required by law to release such lien claim. By posting a lien discharge bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under Subparagraph 9.3.3.1 including without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager'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 Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation 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 Contractor is, or Contractors are, entitled to payment in the amount certified.

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§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or 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 the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor or other Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 any other reasonable grounds for objection or withholding as provided in the agreement or as permitted by law.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment while any conditions described in 9.5.1 remain.

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

(Paragraph deleted)

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the

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Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.2.1 The Contractor shall indemnify and hold the Owner harmless from laborers, mechanics and materialmen liens upon the Owner's properties or the premises upon which the work is located, arising out of the work performed or materials furnished by the Contractor or any of its Subcontractors or any material suppliers under the Contract.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed

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or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections pursuant to Section 9.5.1

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices

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and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 The Architect will perform no more than two (2) inspections whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections. The Owner may seek reimbursement pursuant to Section 9.5.1.

§ 9.10.1.2 The final payment of retained amount due the Contractor on account of the Contract shall not become due until the Contractor has furnished the Owner, through the Architect, completion documents as enumerated below, or as otherwise required in the Contract Documents.

- **.1** One (1) hard copy and one (1) electronic Record Set of Drawings showing actual construction of all portions of the Work and incorporating all changes and amendments thereto, as redlined against the 100% Construction Drawings.
- **.2** Guarantees and Warranties required by specific Sections of the Specifications.
- **.3** Release and Waiver of Claims, conditioned upon Final Payment, by the General Contractor, Subcontractors, Sub-subcontractors and material suppliers.
- **.4** All mechanical and electrical installation, operating and maintenance manuals called for under the Specifications.
- **.5** All test reports and certifications required under the mechanical and electrical specifications.
- **.6** All forms required to be completed by the Contractor by regulatory governmental agencies with two copies delivered to the Architect.
- **.7** Shop Drawing submittals in accordance with Article 3.
- **.8** A copy of the unconditional Occupancy Permit or Certificate of Compliance issued by the local Building Inspection Department having Jurisdiction, unless such is not issued for any reason that is not the responsibility of the Contractor under the Contract Documents or is caused by circumstances beyond the Contractor's control.
- **.9** Manufacturer's current detailed installation instructions for fire dampers, ceiling radiation dampers, smoke dampers, and duct smoke detectors as applicable to the Project.
- **.10** One (1) copy of the equipment operational and maintenance manuals.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and

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Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- **.4** construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or

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Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the

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Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below (and such insurance shall be from a company that is A rated or better by A.M. Best Company) which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed.

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employee;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The Insurance required by Section 11.1.1 or as described in the Agreement or other corresponding Exhibit setting forth the specific insurance requirements shall be written for not less than limits of liability specified by the Owner or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within not less than twenty (20) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have

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the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.6 INSURANCE REQUIREMENTS
Refer to A132EXHIBITA for Insurance Requirements.

§ 11.1.7 PERFORMANCE BOND AND PAYMENT BOND
Refer to A132EXHIBITA for Bond Requirements

§ 11.2 Owner's Insurance
§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation
§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the

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Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

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§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.1.1 In all operations under the Contract, the Contractor agrees that it will comply with provisions of all State and Federal Laws (including OSHA) and all local ordinances which may affect such operations.

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§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

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§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

§ 14.4.4 The Contractor shall include in each of its subcontracts a clause, similar in effect to the provisions in Paragraph 14.4, allowing the Contractor to terminate the subcontract for its sole convenience, subject only to the payment obligations set forth in Paragraph 14.4.3.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

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§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. The Contractor shall accompany the Claim with a written analysis with a proposed revision to the Schedule illustrating the claimed influence of the basis for delay on the critical path of the Work and the applicable deadlines that may be impacted. Contractor will exercise reasonable efforts to mitigate the potential impact of any delay but shall be compensated for any costs associated therewith.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The time for performance of this Contract, as set forth in the Construction Schedule, shall include an allowance for delays due to reasonably anticipated adverse weather for the area where the Work is located. For the purpose of establishing that abnormal adverse weather conditions have caused a delay, and determining the extent of delay attributed to such weather conditions, the Contractor shall furnish with its claim, National Oceanic and Atmospheric Administration (NOAA) National Weather Service records of climatic conditions during the same time interval for the previous five (5) years for the locality of the Work; the Contractor's daily job site logs/daily construction reports showing weather, job activities, and the effect of weather on the progress of the Work; and an impact schedule showing the effects of the weather event on the critical path of the Contractor's Construction Schedule. Time extension for weather delays and related impact do not entitle the Contractor to extended overhead recovery or to any other monetary compensation associated with that claim unless approved in writing by the Owner.

§ 15.1.6.3 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which have concurrent or interrelated effects on the progress of the Work.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

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.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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.

(Paragraphs deleted)

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AMENDMENT NO. 2 TO CONTRACT NO. 2023-00000306
AGREEMENT FOR PROFESSIONAL SERVICES
ONTEORA CENTRAL SCHOOL DISTRICT

This Amendment No. 2 ("Amendment No. 2") is effective as of July 1, 2023 (the "Amendment Effective Date") and entered into by and between the **COUNTY OF ULSTER**, a municipal corporation and a county of the State of New York, with principal offices at 244 Fair Street, Kingston, New York 12401 (the "**County**"); and **ONTEORA CENTRAL SCHOOL DISTRICT**, a municipal corporation and a school district in the State of New York with an address at 4166 Route 28, Boiceville, New York 12412 (the "**Provider**"); (each, a "Party;" together, the "Parties").

RECITALS

WHEREAS, the Parties entered into an agreement [Contract No. 2023-00000306] wherein the Provider agreed to provide preschool education services to children with disabilities through programs approved under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education, beginning July 1, 2023 and ending June 30, 2027; and as amended by that certain Amendment No. 1 effective as of December 1, 2024 (as amended, the "Agreement"); and

WHEREAS, the Parties wish to remain consistent with current regulations and guidelines as set forth by the New York State Department of Education; and

WHEREAS, New York State Department of Education has increased the Related Services group session rate and Aide rates; and

WHEREAS, the Parties have agreed to further amend the Agreement to delete Section 2. c. of Schedule A of the Agreement and to increase the Related Services group session rate and Aide rates as indicated below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

AGREEMENT

1.) SCHEDULE A – SCOPE OF SERVICES. Section 2. c. of Schedule A of the Agreement is hereby deleted in its entirety.

2.) SCHEDULE B – FEES, EXPENSES, AND INSTRUCTIONS FOR INVOICING. Section 3 of Schedule B of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

3. The County shall pay the Provider at the following NYSED-approved rates for Related Services provided to the Child:

Service Provided	***Effective 7/1/2023–11/30/2024***	***Effective 12/1/2024***
Individual Session	*$80.00 per session*	*$80.00 per session*
Group Session	*$30.00 per session*	*$40.00 per session*
Coordination of Services	*$32.50 per unit*	*$32.50 per unit*
Interpreter	*$25.00 per 30-minute unit*	*$25.00 per 30-minute unit*
Aide (Paraprofessional)	*$15.00 per 30-minute unit*	*$22.50 per 30-minute unit*
Aide (Teaching Assistant)	*$12.50 per 30-minute unit*	*$22.50 per 30-minute unit*
Aide (1:1 Related Services)	*$10.00 per 30-minute unit*	*$22.50 per 30-minute unit*

3.) Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

4.) Except as expressly set forth herein, the terms and conditions of the Agreement shall continue in full force and effect.

5.) In the event of a conflict between the Agreement, and this Amendment No. 2, the terms and conditions of this Amendment No. 2 shall control.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to enter into this Amendment No. 2, effective as of the Amendment Effective Date.

ULSTER COUNTY
DEPARTMENT OF SOCIAL SERVICES
(Approved as to form and content)

BY: _____
NAME: Michael A. Iapoce
TITLE: Commissioner
DATE: _____

COUNTY OF ULSTER

BY: _____
NAME: Peter Criswell
TITLE: Legislative Chair
DATE: _____

ONTEORA CENTRAL SCHOOL DISTRICT

BY: _____
NAME: Victoria McLaren
TITLE: Superintendent of Schools
DATE: _____

ONTEORA
CENTRAL SCHOOL DISTRICT

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

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

INDEPENDENT CONTRACTOR RETAINER

Name: Empire Neuropsychological Services, PLLC (Dr. Jodi Cohen)

Address: 2 Normanskill Blvd., Suite 202 Delmar, NY 12054

Telephone Number: 518-496-3903 518-621-0761 FAX

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 Neuropsychologist Evaluator effective ~~5/6/26~~ 5/6/26 to 6/30/26 at a rate of $ 4000.00 per day to a maximum of $ 8000.00 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 that 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: 5/4/26

Jodi Cohen — Print Name

[redacted] — Social Security Number or Federal Tax ID

FOR DISTRICT USE ONLY

Approved by: Carol Gunne — Program Supervisor — Date: 5-4-2026

Pupil Personnel Services — Program

A2060.449.09 — Budget Code

Approved by: _____ — Superintendent of Schools — Date: _____

Updated 08/31/2023

ONTEORA
CENTRAL SCHOOL DISTRICT

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

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

INDEPENDENT CONTRACTOR RETAINER

Name: Empire Neuropsychological Services, PLLC (Dr. Jodi Cohen)

Address: 2 Normanskill Blvd., Suite 202 Delmar, NY 12054

Telephone Number: 518-496-3903 518-621-0761 FAX

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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: 5/4/26

Print Name: Jodi Cohen — Social Security Number or Federal Tax ID: [redacted]

FOR DISTRICT USE ONLY

Approved by: Carol Grune (Program Supervisor) — Date: 5-4-2026

Program: Pupil Personnel Services — Budget Code: A2010.449.09

Approved by: [signature] (Superintendent of Schools) — Date:

Updated 08/31/2023

~~**SUBJECT: EXTRACLASSROOM ACTIVITIES FUND** Grades 6 – 12~~

ECA - STUDENT ACTIVITIES FUNDS MANAGEMENT

~~An organization within the Onteora Central School District whose activities are conducted by students and whose financial support is raised other than by taxation or through charges of the Board of Education, shall be known as an Extraclassroom Activity and the moneys received by it as an Extraclassroom Activities Funds.~~

~~An individual and impartial audit of the accounts shall be made at least annually in conjunction with the audit of the District records.~~

~~Funds left over in defunct organizations shall be assigned to other active organizations at the discretion of the Building Principal.~~

~~**Deposit of Funds**~~

~~Money turned in to the Activities Fund Treasurer shall be inspected and examined by both the Activities Fund Treasurer and the Faculty Advisor. The funds shall then be turned over to the Central Treasurer for Extraclassroom Activity Funds who will then issue a pre-numbered receipt.~~

~~Funds may be submitted to the Central Treasurer in person or by deposit in the Middle School/High School safe slot.~~

~~**Expenditures**~~

~~Moneys may be spent by student organizations for such purposes, including but not limited to the purchase of materials, supplies, professional services, or transportation, for rent of any materials or supplies, and for such services as printing, advertising, postage and telephone.~~

The Board of Education shall have the responsibility for the protection and supervision of the financial affairs of student clubs and extracurricular activities. The Superintendent will recommend and the Board will appoint a competent and qualified faculty advisor for each club or organization. The Board will appoint a treasurer for the management of the funds associated with these clubs and organizations at the annual board organizational meeting.

Each student organization will designate a student treasurer ~~in conformance with policy 5210.~~

ECA exists to teach students good business procedures through participation in handling such funds and operating a successful business

Prior to termination of a student organization, all funds remaining in the treasury must be disposed of in one of the following ways:

- Expended by a majority vote of the organization, as provided for in its bylaws.
- Transferred to another student organization or for another purpose, as determined by the membership of the student organization.

If no action is taken by the student organization, leftover funds of inactive or discontinued extraclassroom activities and of graduating classes shall automatically revert to the account of the High School Student Government. ~~student organization or student council~~.

(continued)

ECA - STUDENT ACTIVITIES FUNDS MANAGEMENT

Financial transactions will be carried out in conformance with district policies and procedures. An audit of all accounts will be made annually by the independent/external auditor.

*All funds in the Extra Classroom Activity (ECA) account shall be invested in an interest-bearing account. The interest generated will be accrued and managed by the High School Student Government ~~Student Affairs Council (SAC) group~~. These funds will also support the general ECA expenses such as purchasing deposit slips and disbursement forms when needed. This will allow all clubs and classes the opportunity to petition the High School Student Government ~~Student Affairs Council~~ for special instances where fiscal help is necessary. The Council with the approval of the Extra Classroom Activity Fund Chief Faculty Advisor (building principals) would approve special use of these funds.

~~The Board authorizes the Superintendent of Schools to implement rules and regulations for the conduct, operation and maintenance of extraclassroom activities funds and for the safeguarding, accounting and audit of all moneys received.~~

*ADDENDUM approved 11/21/88
8 New York Code of Rules and Regulations (NYCRR) Part 172

Adopted: 2/2/10

AUTOMATED EXTERNAL DEFIBRILLATORS

The Board of Education recognizes that cardiac emergencies may arise that justify the use of an Automated External Defibrillator (AED). To this end, and in conformance with state law and regulation, the district provides and maintains AED equipment for use during cardiac emergencies at any instructional school facility or approved curricular or extracurricular events and activities at public school facilities, according to the district's cardiac-emergency response plan.

The Board will designate an Emergency Health Care Provider to monitor the program and ensure that all designated responders are properly trained and that AEDs are properly maintained. The district and the Emergency Health Care Provider will develop a written collaborative agreement which contains all the provisions for administration and use of this equipment including training requirements, location of AED units, the maintenance and inspection of AEDs, the identification of local emergency response providers and assurances that 911 will be called immediately for emergency assistance.

The Superintendent of Schools will ensure that AED equipment is available on-site in each instructional school facility in quantities adequate to ensure ready and appropriate access for use during emergencies, with a target response time of three to five minutes. AEDs must be clearly marked, accessible, and maintained consistent with American Heart Association guidelines (or other nationally recognized guidelines focused on emergency cardiovascular care).

School administrators will ensure the presence of at least one staff person who is trained in the operation and use of an AED:

- whenever public-school facilities are used for school-sponsored or school-approved curricular or extracurricular events or activities, or
- whenever a school-sponsored athletic contest is held at any location.

Where a school-sponsored competitive athletic event is held at a site other than a public-school facility, the public school officials must assure that AED equipment is provided on-site and a trained staff person is present.

(continued)

AUTOMATED EXTERNAL DEFIBRILLATORS (cont'd)

Where a school-sponsored competitive athletic event is held at a site other than a public-school facility, the public school officials must assure that AED equipment is provided on-site and a trained staff person is present.

AED Usage

Additionally, students are required by Commissioner's Regulations section 100.2 to complete instruction on hands-only CPR and the use of an AED at least once in grades 9-12, unless specifically exempted due to a student's disability, in accordance with the student's individualized education program (IEP) or Section 504 accommodation plan.

Anyone who has successfully completed a course on how to operate the AED approved by a nationally-recognized organization or the state emergency medical services council may operate the AED. Additionally, the following persons may also operate the AED:

1. health care practitioners acting within their lawful scope of practice;
2. persons acting pursuant to a lawful prescription; and;
3. any other individual, outside their employment or regular duties, acting in good faith and with reasonable care, and without expectation of monetary compensation.

Any use of an AED will be immediately reported to the local emergency medical services system and promptly reported to the emergency health care provider.

Notice

The locations(s) where each AED is regularly stored or maintained will be posted on signs at the main entrance of each location where an AED is stored.

Ref:

Education Law §§912; 917

Public Health Law §§3000-a(2); 3000-b

8 NYCRR §§100.2; 136.4

Adoption date:

Budget Vote and Special Board Meeting - May 19 2026 Minutes

Tuesday, May 19, 2026 at 7:00 PM

MS/HS Auditorium

Page

1. Meeting Opening

1.01 Call to Order 7:00

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. Proposed Executive Session

2.01 Enter Executive Session

Motion to enter into executive session to meet with legal counsel (30 min)

Moved by: Jenny Jared; seconded by: Rory Smith

Motion Carries

2.02 Exit Executive Session

Motion to exit executive session and return to public session

Moved by: Clark Goodrich; seconded by: Emily Mitchell-Marell

Motion Carries

3. Acceptance of Minutes

3.01 Acceptance of Minutes 7

Board Meeting and Budget Hearing - May 05 2026 - Minutes - Html

The Board of Education hereby accepts the minutes of the May 5, 2026 meeting

Moved by: Caroline Jerome; seconded by: Rory Smith

Carried

4. Superintendent District News

4.01 The Superintendent will report District News

Woodland Playhouse

We are thrilled to be welcoming Woodland Playhouse to our Phoenicia campus. We anticipate that they will begin operating on our campus at the start of June. This is a wonderful use of the property, and we are so glad that this is the next chapter for our building.

High School and Middle School Concerts

Our High School and Middle School concerts were held last week and were, once again, incredible. Our music program is such a vibrant program, and our students are talented musicians who are nurtured and guided by our wonderful faculty. Our concerts are a showcase, and we are appreciative of all who contribute to this, including the families who support our musicians. And thanks to the Booster Club members who show up at all of our events!

Upcoming Events

We have more upcoming events than I can list, so please be on the lookout for all of the celebrations! June is an exciting month, and we look forward to seeing everyone.

Meeting with Victor Cueva, Executive Director of the Ulster Immigrant Defense Network

Ms. Laffin and I had a productive first meeting with Mr. Cueva, the Executive Director of UIDN, last week, and had scheduled a follow-up for today, but he had a conflict arise. We are looking to reschedule in the near future so that we can continue our conversation and find ways to work together in support of our school community.

School Lunch Program

We were so lucky today - Ms. Laffin and I each got both entrees from the school lunch program today - Steelhead Trout and Roasted Vegetable Pasta Primavera - so we had school lunch and school dinner.

4.02 Capital Project Update 17

Design - Phased Construction Milestone Schedule.pdf

The architects are continuing to work through the various steps of getting our project, Phase I, to the NYS Education Department. This is a long and detailed process, which is why we built in such a significant lead time. The good news is that we will be able to do the work on the track that was included in the capital project this summer. I have requested that this be added to the timeline document that has been created by Schoolhouse Construction as part of this project. This is

the only piece of the work that was approved by the voters in December that will be accomplished this summer, but as we have noted in recent budget presentations, that doesn't mean we aren't doing capital work this summer. We will be finishing the Middle School gymnasium by completing the last piece which is the floor, we will be renovating the elevator by the new security vestibule, and we will be abating asbestos in the ceiling in the main hallway, renovating some flooring in the school counseling offices and the learning center, renovating the server room, and if we have funds left after completing those items, we will address some paving concerns and roof repairs.

5. Discussion and Possible Action

5.01 Discuss NYSSBA Resolution Kit (duration 20 min) 20

nyssba-resolution-kit-04102026.pdf

5.02 2026-2027 Board of Education Meeting Schedule

The Board of Education hereby approves the 2026-2027 Board of Education meeting schedule (duration 10 mins)

Moved by: Jenny Jared; seconded by: Rory Smith

Motion Carries

DRAFT - 2026-2027 BOE Meeting Schedule.pdf

6. Consent Agenda

6.01 Approve Consent Agenda

The Board hereby approves item numbers 6.02 - 6.13

Moved by: Jenny Jared; seconded by: Rory Smith

Carried

6.02 Memorandum of Agreement: OAA

BE IT RESOLVED, that the Board of Education of the Onteora Central School District hereby approves the Memorandum of Agreement between the Onteora Central School District and the Onteora Administrators' Association, dated May 11, 2026, extending the collective bargaining agreement through June 30, 2029, and authorizes the Superintendent of Schools to sign such agreement.

MOA - OAA.pdf

6.03 Memorandum of Agreement: ONTEA

BE IT RESOLVED, that the Board of Education of the Onteora Central School District hereby approves the Memorandum of Agreement between the Onteora Central School District and the Onteora Non-Teaching Employees' Association (ONTEA), extending the collective bargaining agreement through June 30, 2029, and authorizes the Superintendent of Schools to sign such agreement.

MOA - ONTEA.pdf

6.04 Approve Volunteers

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

Luba Reznikova

6.05 Disciplinary Settlement

BE IT RESOLVED that the Board of Education hereby approves the disciplinary settlement agreement with respect to Employee # 040926, and the Superintendent of Schools is hereby authorized to execute the agreement on the District's behalf.

6.06 Personnel Agenda

The Board of Education hereby approves the personnel agenda as attached

Carried

5-19-26 personnel agenda.pdf

6.07 Change Orders

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 or the current projects

Change Order Spreadsheet - Updated 5.19.26 BOE meeting.pdf

6.08 Budget Transfer for Elevator + Project

The Superintendent recommends the Transfer for professional services costs from the H fund to the A fund for the Elevator + project.

Amount	From Budget Code	To Budget Code
$300,000.00	A9950.900-10	A1621.449-17

6.09 Donations

The Superintendent recommends approval for the attached donations, each contributing to various initiatives within our district, and increasing their respective budgetary revenue & appropriations. The total amount for approval is $5,346.00.

Donation Memo for 25-26 BOE Approval 5.19.2026 $5,346.00.pdf

6.10 Financial Report

The Board has reviewed and hereby accepts the Financial reports from April 2026

Carried

6.11 Warrants

The Board of Education has reviewed and hereby accepts Warrant Schedule 12

Carried

6.12 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 of items as surplus and authorizes the sale or disposal of the listed material

Bennett Surplus.pdf

WeedingLogReportJobSept-May.pdf

Manlift BOE Memo 2026.pdf

6.13 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, #05/26, Confidential, as reviewed by Trustee Jenny Jared

7. Contracts and Independent Contractor Retainers

7.01 Approve all Contracts and Independent Contractor Retainers

The Board hereby approves item number 7.02

Moved by: Emily Mitchell-Marell; seconded by: Clark Goodrich

Motion Carries

7.02 Astor Services for Children and Families

BE IT HEREBY RESOLVED on recommendation by the Superintendent of Schools that the Board of Education of the Onteora Central School District approve the Contract between the Onteora Central School District and Astor Service for the 2026- 2027 school year for annual sum of $43,950.00 and authorizes the Superintendent to sign such an agreement

Astor Onteora Contract FY27.pdf

8. Break

8.01 The Board will take a 5-minute break if needed (proposed 8:00 pm)

9. Policies

9.01 First Reading of Policy 8230 School Counseling Program 86

8230 School Counseling Program

9.02 First Reading of Policy 5572 Disclosure of Wrongful Conduct (Whistleblower Policy) 88

combines polices 5572 and 5573 (attached)

Policy 5572 Allegations of Fraud.pdf

5573 Whistle Blower.pdf

5572 DISCLOSURE OF WRONGFUL CONDUCT (Whistleblower Policy)

9.03 Policies Reviewed and are ok as is

The Board of Education hereby accepts policies 5530, 5621, and 5651 as written

Moved by: Caroline Jerome; seconded by: Jenny Jared

5530 Cash & Petty Cash.pdf

5621 Accounting of Fixed Assets.pdf

9.04 Rescind Policies

The Board of Education hereby rescinds policies 5580, 5631, 5650, 5682, 5683, 5684, 5690, 5691

Moved by: Rory Smith; seconded by: Caroline Jerome

5580 - ok to rescind per attorney

5631, 5650, 5690, 5691 - non-essential per NYSSBA

5682, 5683, 5684 - in district school safety plans

Policy 5580.pdf HAZARDOUS WASTE AND HANDLING OF TOXIC SUBSTANCES BY EMPLOYEES 5631.pdf ENERGY WATER CONSERVATION AND RECYCLING OF SOLID WASTE 5650.pdf Crisis Response Policy 5682.pdf FIRE DRILLS, BOMB THREATS AND BUS EMERGENCY DRILLS 5683.pdf ANTHRAX AND OTHER BIOLOGICAL TERRORISM PREVENTION PROTOCOLS FOR MAIL HANDLING 5684.pdf

10. Unfinished Business

10.01 Continued Discussion of the Student Support Resolution

Continued Discussion – "A New Direction for Students in an AI World" Report 109

A-New-Direction-for-Students-in-an-AI-World-FULL-REPORT.pdf

11. Adjournment

11.01 Adjourn the Meeting. Next meeting is June 2, 2026 at 6:00 pm at the Middle/High School (proposed 9:00 pm)

The meeting is adjourned at 9:00 pm.

Moved by: Clark Goodrich; seconded by: Caroline Jerome

Carried

District Clerk

Onteora Central School

Centralization Project - Draft Milestone Schedule – 3/19/2026

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	

SCHOOLHOUSE CONSTRUCTION SERVICES LLC

Onteora Central School

Centralization Project - Draft Milestone Schedule – 3/19/2026

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)	4-5 Months	4-5 Months	$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	3-4 Months	3-4 Months	$614,875
1	11[6]	BES - Classroom Addition-8 Classroom, Office and Art, AC	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					

Onteora Central School

Centralization Project - Draft Milestone Schedule – 3/19/2026

Prop. #	Item #	Description of Work	Start	Substantial Completion	Budget
Phase 2 Scope of Work					
2	9[3]	Nurse's Suite Renovations (AC)	5-6 Months	5-6 Months	$226,755
2	10	Science Classroom Renovations (AC) • Rooms 204,206, 211 • Replace Corridor Acid 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) (AC)	2 Summers	2 Summers	$5,281,188
2	15[3]	Renovate Music Rooms (Similar time thought as nurse note 3) (AC)	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					

New York State School Boards Association

Resolution Kit

2026







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Introduction

The resolutions process is an opportunity for members of the New York State School Boards Association (NYSSBA) to establish the advocacy positions and beliefs of the organization. This annual process directs NYSSBA's advocacy efforts through the proposal of new positions and the continuation or discontinuation of those set to expire. Only boards of education that are members of NYSSBA, as well as NYSSBA's Board of Directors, may submit resolutions for consideration. Proposed resolutions, once adopted, may direct NYSSBA to advocate either for or against a wide variety of legislative and regulatory issues at both the state and federal levels.

This *Resolution Kit* is intended to provide a clear and helpful guide for crafting and submitting proposed resolutions.

In this kit you will find the full results of the Resolutions Survey that was electronically distributed to NYSSBA's full membership on March 2, 2026, a detailed timeline of the full resolutions process and instructions for resolution submission. A member board may submit a proposed resolution on an issue included in the Resolutions Survey and may also submit its own resolutions and proposed bylaw amendments for consideration on any topic. All resolutions and proposed bylaw amendments must be received by 5 p.m. on July 17, 2026, to be considered by the Resolutions Committee.

The Resolutions Committee is comprised of a Board of Director-appointed member from each NYSSBA area, the Conference of Big 5 School Districts and the Caucus of Black School Board members. You can find a complete committee list below. The committee will meet in August to review and consider all resolutions and bylaw amendments submitted by member boards of education and the NYSSBA Board of Directors. At that time the committee will determine which resolutions and bylaw amendments to recommend for consideration at the Annual Business Meeting. Each NYSSBA member board has the opportunity to select one board member to represent them at the Annual Business Meeting in the role of voting delegate. The voting delegate is the only member of the board eligible to vote during the Annual Business Meeting. Regardless of the recommendations made by the Resolutions Committee, all resolutions and proposed bylaw amendments will be presented to the voting delegates for consideration.

2026 Resolutions Committee Members

Chair: **Dawn Sharrock, *Middle Country*, Area 12**
Area 1: Scott Johnson, *Sweet Home*
Area 2: Deborah Schmidt, *Mount Morris*
Area 3: Anita Ray, *Erie 2-Chautauqua-Cattaraugus BOCES*
Area 4: Matthew Mancari, *West Genesee*
Area 5: Jennifer Jones, *Hamilton*
Area 6: Tori Thurston, *Saranac Lake*
Area 7: Naomi Hoffman, *Shenendehowa*
Area 8: Doris Warner, *Margaretville*
Area 9: Robin White, *Washingtonville*
Area 10: Sarah Carrier, *Croton-Harmon*
Area 11: Jeanne D'Esposito, *Malverne*
Area 13: William Manekas, *New York City*
Big 5: Gwendolyn Raeford, *Syracuse*
Caucus of Black School Board Members: Angela White, *Greenburgh-North Castle*
Board Liaison: Christine Schnars, NYSSBA President, *Jamestown*

NYSSBA STAFF

- Robert Schneider, Executive Director – bob.schneider@nyssba.org
- Brian Fessler, Chief Advocacy Officer and Staff Liaison – brian.fessler@nyssba.org
- Caroline Bobick, Deputy Director of Governmental Relations and External Relations – caroline.bobick@nyssba.org
- John Daley, Senior Governmental Relations Representative – john.daley@nyssba.org
- Matt DeLaus, Governmental Relations Counsel – matt.delaus@nyssba.org
- Danielle Grasso, Grassroots Advocacy Manager and Governmental Relations Coordinator – danielle.grasso@nyssba.org

2026 Resolutions Survey Results

On March 2, an online survey was distributed to all individuals serving on NYSSBA member school boards. The survey is used to gauge member support on important issues. The survey does not establish NYSSBA's positions. Official positions are established only by the voting delegates during NYSSBA's Annual Business Meeting. A sample resolution has been drafted for any position that was supported or opposed by at least two-thirds of survey respondents. Survey questions with an asterisk (*) represent positions that are the same as or substantially similar to those scheduled to "sunset" at the end of 2026.

You may choose to advance one or more sample – or any other – resolutions by following the resolutions process. Sample resolutions will be considered and may be advanced on a contingency basis by the NYSSBA Board of Directors.

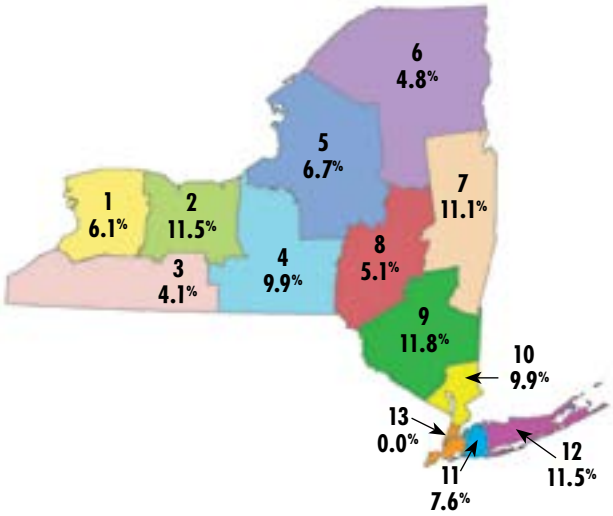
The survey was sent to 4,501 school board members in 668 school districts and BOCES whose boards are members of NYSSBA. A total of 431 individual responses was received.

About 70% of the 314 participating districts and BOCES had one board member respond. The remainder of the participating districts submitted two, three, four or five responses as reflected in the table below.

Districts with:	# of respondents*	% of respondents
one response	219	69.7%
two responses	78	24.8%
three responses	13	4.1%
four responses	3	1.0%
five responses	1	0.3%
	314	100.0%

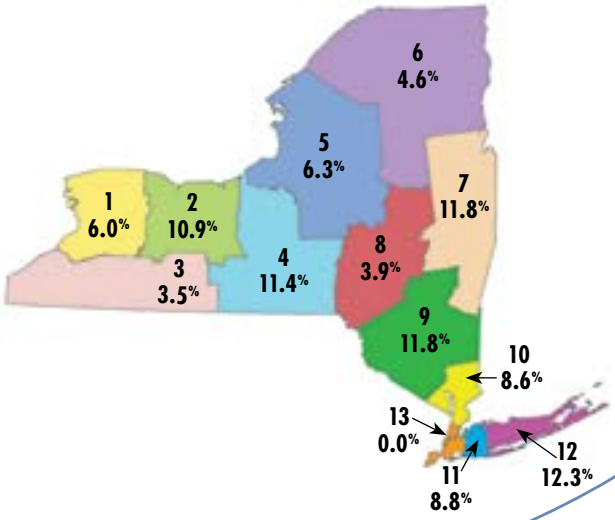
BOARD RESPONSES

The map below indicates the percentage of the 314 responding school boards that came from each of the 13 NYSSBA geographic areas.



INDIVIDUAL RESPONDENTS

The map below indicates the percentage of the 431 individual respondents that came from each of the 13 NYSSBA geographic areas.



2026 Resolutions Survey Results *cont.*

Questions that were supported or opposed by two-thirds or more respondents are highlighted in yellow throughout the survey. For your convenience, a sample resolution has been drafted for consideration for any issue that reached the supermajority (two-thirds) threshold. To advance a sample resolution, please follow the resolutions submission process.

1. Should NYSSBA support/oppose/be neutral on proposals that would generate new state revenues with the dedicated purpose of funding education?*

Support	85.1%	359
Oppose	3.8%	16
Be neutral	11.1%	47
Total		422

SAMPLE RESOLUTION: **RESOLVED**, that the New York State School Boards Association supports proposals that would generate new state revenues with the dedicated purpose of funding education.

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2. Should NYSSBA support/oppose/be neutral on changes to streamline the teacher certification process for teachers from out of state and those with previous teaching experience?*

Support	85.5%	367
Oppose	3.3%	14
Be neutral	11.2%	48
Total		429

SAMPLE RESOLUTION: **RESOLVED**, that the New York State School Boards Association supports changes to streamline the teacher certification process for teachers from out of state and those with previous teaching experience

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3. Should NYSSBA support/oppose/be neutral on revisions of Child Safety Zones to establish a more flexible and meaningful set of eligibility criteria?*

Support	62.4%	256
Oppose	5.9%	24
Be neutral	31.7%	130
Total		410

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4. Should NYSSBA support/oppose/be neutral on efforts to allow students to be voting school board members?

Support	12.8%	55
Oppose	66.5%	286
Be neutral	20.7%	89
Total		430

2026 Resolutions Survey Results *cont.*

5. Should NYSSBA support/oppose/be neutral on requiring school districts provide mental health first aid training to their students?

Support	55.2%	234
Oppose	15.3%	65
Be neutral	29.5%	125
Total		424

6. Should NYSSBA support/oppose/be neutral on proposals to ban K-2 student suspensions, with appropriate exceptions for students who pose a threat to harm themselves or others?

Support	42.4%	180
Oppose	27.8%	118
Be neutral	29.9%	127
Total		425

7. Should NYSSBA support/oppose/be neutral on SUNY being an authorizer of charter school applications?

Support	12.7%	52
Oppose	56.0%	229
Be neutral	31.3%	128
Total		409

8. Should NYSSBA support/oppose/be neutral on the reestablishment of schools as sensitive locations in order to prohibit or restrict immigration enforcement activities on or near school grounds?

Support	62.9%	269
Oppose	17.8%	76
Be neutral	19.4%	83
Total		428

9. Should NYSSBA support/oppose/be neutral on a new state bond act to support school district capital and facility needs - such as HVAC, new electrical systems, prek space and technology?

Support	86.1%	365
Oppose	5.0%	21
Be neutral	9.0%	38
Total		424

SAMPLE RESOLUTION: **RESOLVED**, that the New York State School Boards Association supports a new state bond act to support school district capital and facility needs - such as HVAC, new electrical systems, prek space and technology.

2026 Resolutions Survey Results *cont.*

10. Should NYSSBA support/oppose/be neutral on lowering the voting age for school district elections?

Support	12.4%	53
Oppose	65.1%	278
Be neutral	22.5%	96
Total		427

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11. Should NYSSBA support/oppose/be neutral on teachers being able to be certified via methods other than earning a master's degree?

Support	48.9%	206
Oppose	30.9%	130
Be neutral	20.2%	85
Total		421

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12. Should NYSSBA support/oppose/be neutral on the allocation of a separate and dedicated funding stream to support school districts wishing to implement community school strategies?

Support	51.0%	209
Oppose	12.7%	52
Be neutral	36.3%	149
Total		410

2021 Sunsetting Resolutions

Each fall during NYSSBA's Annual Business Meeting the voting delegates adopt official positions that lay the foundation for the Association's advocacy agenda and priorities. Once adopted, each position remains a formal position for five years unless it is rescinded or the action the position calls for is accomplished.

The following resolutions were adopted during the 2021 Annual Business Meeting and are set to expire this year, unless reintroduced through the 2026 resolutions process.

SCHOOL GOVERNANCE AND AUTHORITY

RESOLVED, that the New York State School Boards Association supports legislation to amend the education law to permit voters to obtain absentee ballots for school district elections and budget votes when such elections and budget votes are scheduled on a day which coincides with a religious holiday for such voters and to continue to permit districts to utilize the already existing option to alter the date of the election and budget vote if the uniform budget date falls on a religious holiday. *(2021)*

RESOLVED, that the New York State School Boards Association supports legislation to amend the Open Meetings Law (the "OML") to (a) provide enhanced opportunities for the conducting of business at a meeting of a public body through the use of remote meeting technology; (b) authorize committees of a public body to meet through the use of videoconferencing without a fixed location for the meeting, and (c) eliminate the requirement that a public body subject to the OML identify the location(s) from which a member of the public body will be attending the meeting remotely and eliminate the requirement that members of the public be accorded the right to attend such meetings at those remote locations *(2021)*

RESOLVED, that the New York State School Boards Association supports updates to the Open Meetings Law to allow for School Board Trustees to attend meetings remotely via video conferencing without disclosing their location and without permitting public in-person access to an individual trustee's remote location. *(2021)*

STATE AND FEDERAL AID

RESOLVED, that the New York State School Boards Association NYSSBA calls upon the state Legislature and the Governor to reform New York State education funding in accordance with the following tenets to ensure adequate resources to public schools in the State of New York by providing for:

a. Adequacy that provides sufficient resources to assure the opportunity for a sound basic education for all students; and

b. Equity to distribute a foundation level of state aid for every student that is based on the actual cost of providing a sound basic education that fairly compensates for differences in community costs, needs and resources while precluding municipalities from using state aid to replace local education resources; and

c. Flexibility to increase the percentage of operating aid so that boards of education retain the discretion to determine what educational programs best address local needs while local communities should not be restrained from determining the level of funding they will expend to support educational programs; and

d. Predictability based on timely passage of the state budget and stable funding distributed through a consistent, uniformly applied formula that would not require annual manipulation by the Legislature and that would facilitate long-term planning by school districts; and

e. Clarity by establishing a funding formula that is easily explained and understood. *(2021)*

RESOLVED, that the New York State School Boards Association supports proposals that would increase state and federal reimbursements for school meals to allow districts to provide nutritious meals and snacks to all students without causing an undue financial burden to school districts' budgets. *(2021)*

RESOLVED, that the New York State School Boards Association supports proposals that would generate new state revenues with the dedicated purpose of funding education. *(2021)*

RESOLVED, that the New York State School Boards Association supports state legislation that would evaluate the efficacy of, and require use of accurate, recent data in future implementation of Foundation Aid. *(2021)*

RESOLVED, that the New York State School Boards Association supports state aid eligibility for school districts that are obligated to pay tuition reimbursement for unilateral private placements. *(2021)*

2021 Sunsetting Resolutions, *cont.*

CURRICULUM, INSTRUCTION AND ASSESSMENT

RESOLVED, that the New York State School Boards Association supports state proposals affecting public education that:

- Provide access to programs that prepare students to be college-and-career-ready;
- Achieve equity and adequacy in funding;
- Promote efficiency and cost-effectiveness;
- Advance high expectations for all students;
- Embrace innovative approaches and assessments;
- Foster community engagement and regional cooperation. *(2021)*

SPECIAL EDUCATION

RESOLVED, that the New York State School Boards Association supports proposals that would allow students with disabilities to be tested at their developmental age. *(2021)*

TRANSPORTATION AND FACILITIES

RESOLVED, that the New York State School Boards Association supports revision of the Child Safety Zone statute [Education Law §3635-b] and implementing regulations of the State Education Department to establish a more flexible and meaningful set of criteria for the determination of a Child Safety Zone for which a school district may provide student transportation as an ordinary contingent expense. *(2021)*

RESOLVED, that the New York State School Boards Association calls upon the state Legislature and the Governor to provide funding for assistance to school districts to allow them to make and implement decisions in the best interest of the global environment, including and especially in the areas of facilities improvements, transportation, and upkeep. *(2021)*

LOCAL MANAGEMENT AND BUDGET

RESOLVED, that the New York State School Boards Association will work with the Office of the State Comptroller and other necessary policymakers to ensure that Comptroller audits are based on statutory guidelines or provisions of state law, rather than subjective standards and preferences. *(2021)*

RESOLVED, that the New York State School Boards Association supports legislation that abolishes State School Level Expenditure Reporting. *(2021)*

EMPLOYEE RELATIONS

RESOLVED, that the New York State School Boards Association supports an addition to the current New York State Public Health Law, that all immunizations required of students under the provisions of New York State Public Health Law 2164 be required of all school staff, where medically appropriate for adults. *(2021)*

RESOLVED, that the New York State School Boards Association seeks legislative and/or policy changes to streamline the teacher certification process for teachers from out of state and those with previous teaching experience. *(2021)*

Resolutions Process and Timeline

Process Overview:

As NYSSBA members, you are in the best position to identify those issues in need of discussion and possible action by NYSSBA. The resolutions process sets the agenda for the Annual Business Meeting each fall, which then sets the course for NYSSBA's advocacy for the coming years. All proposed bylaw amendments and resolutions are reviewed by the Resolutions Committee, prior to the Annual Business Meeting. The Resolutions Committee then reports its recommendations. The committee report will also include reactions by the NYSSBA Diversity, Equity and Inclusion (DEI) Committee. Those resolutions that are not recommended by the Resolutions Committee will be accompanied by an explanation as to why they were not recommended, and all resolutions – regardless of recommendation - will be eligible to be voted on during the Annual Business Meeting.

There are many opportunities for boards of education to participate in and influence this process, and we urge you to take advantage of them. The process details and timeline can be found below:

January – March: Membership Survey and Committee Membership

In March, an online survey is distributed to all school board members whose districts or BOCES are members of NYSSBA. The survey is used to gauge member sentiment on important issues, including the continuation of some expiring or "sunsetting" positions. This survey does not establish NYSSBA's positions. Official positions are established only by the voting delegates during NYSSBA's Annual Business Meeting. A sample resolution is drafted for any position that is supported or opposed by at least two-thirds of survey respondents, contingent upon submission by the NYSSBA Board of Directors. Your board may choose to advance one or more sample resolutions, or any other resolution or bylaw amendment, by following this process. The NYSSBA Board of Directors may advance resolutions or bylaw amendments, including those originating from the survey.

April – July: Proposal Submission

April 13, 2026 – *Distribution of Resolution Kit*

The Resolution Kit, which includes the full results of the Resolutions Survey, is electronically distributed to NYSSBA's full membership. This kit provides member boards of education with resources for submitting resolutions and proposed bylaw amendments for consideration by the voting delegates at the Annual Business Meeting.

July 17, 2026, at 5 p.m. – *Proposed Bylaw Amendment and Resolution Deadline*

All proposed resolutions and bylaw amendments must be received by this date and time to be reviewed by the Resolutions Committee and be eligible to be voted on during the "Consideration of Proposed Resolutions" portion of the Annual Business Meeting. Any resolution submitted after this time will be ineligible for consideration during the Annual Business Meeting, except under exigent circumstances, as jointly determined by the Resolutions Committee chair and NYSSBA president.

In addition to advancing any of the resolutions from the survey, a member board may also propose its own resolutions or bylaw amendments for consideration on any topic. Prior to submission, the board should review all current position statements. Should a member board be interested in proposing a new resolution, sunsetting position statement or bylaw amendment, there are several options for submission.

Single Board Submission:

Proposed resolutions or bylaw amendments must be submitted using the "Proposed Resolution and Bylaw Submission Form" found **HERE** and must be emailed directly to Danielle Grasso at advocacy@nyssba.org. An email confirmation will be sent upon receipt. Contact Danielle Grasso if you do not receive confirmation. Member boards should consider sharing draft resolutions with NYSSBA Governmental Relations staff in advance of submission to ensure that they are drafted in accordance with NYSSBA bylaws.

Resolutions Process and Timeline *cont.*

Multi-Board Submission:

NYSSBA allows for multiple member boards to collaborate in crafting and jointly submitting a proposed bylaw amendment or resolution and rationale. The submitting boards will be required to submit their proposal using the "Multi-Board Submission Form" available **HERE**. The submitting boards will be listed alphabetically. It is the responsibility of the submitting boards to identify themselves on the form and appoint a single representative from the entire submitting group to act as the point of contact. Should there be any questions from NYSSBA staff at any point during the process or the Resolutions Committee on the day of the Resolutions Committee meeting, that individual will answer on behalf of all boards listed on the submission form.

Resolution Sign-on:

Upon receipt of a proposed bylaw amendment or resolution and rationale that is identical or substantially similar to one that has already been received by NYSSBA, the additional board(s) can choose to sign on to the proposal that was submitted by the first board. The name(s) of the additional submitting board(s) will be listed alphabetically after the original submitting board. Should the additional board(s) not wish to sign on to the previously submitted resolution, they will have the right to formally endorse the proposal, for purposes of listing in the Voting Delegates' Guide.

August

August 7, 2026 – *Voting Delegate Registration opens*

Each NYSSBA member board is eligible to register one voting delegate. All delegates must be registered by their district clerk using the NYSSBA online registration platform. A single board member cannot serve as a voting delegate for two boards (e.g., school district and BOCES).

August 12, 2026 – *Committee Review*:

The Resolutions Committee meets in August to review and consider all resolutions and bylaw amendments submitted by member boards of education and the NYSSBA Board of Directors. At this time, the committee determines which resolutions and bylaw amendments to recommend to the voting delegates at the Annual Business Meeting. Regardless of the recommendations made by the committee, all resolutions and proposed bylaw amendments will be presented to the voting delegates. During this time, the DEI Committee also reviews all proposed resolutions and bylaw amendments and offers reactions to those proposals that are relevant to their DEI work.

September

September 1, 2026 – *Distribution of Proposed Bylaw Amendments and Resolutions Book*

The proposed bylaw amendments and resolutions, along with the committee's recommendations, are compiled to produce the Proposed Bylaw Amendments and Resolutions Book, which will be distributed electronically to the membership.

September 14, 202, by 5 p.m. – *Amendments, Rebuttals and Endorsements Due*

Each member board has the opportunity to submit an amendment, rebuttal or endorsement to the resolutions contained in the Proposed Bylaw Amendments and Resolutions Book. All amendments, rebuttals and endorsements must be submitted via email to advocacy@nyssba.org by September 19, 2026, at 5 p.m. to be included in the Voting Delegates' Guide. The email subject must contain the number of the proposed resolution and whether it is an amendment, rebuttal or endorsement. Below you will find more information regarding each option.

Amendments:

Amendments to a proposed resolution must be submitted using the NYSSBA "Amendment Request Form" found **HERE** and emailed directly to Danielle Grasso at advocacy@nyssba.org. Amendments cannot be submitted to proposed bylaw amendments.

Resolutions Process and Timeline *cont.*

Rebuttals:

Rebuttals may be submitted for proposed resolutions not recommended by the Resolutions Committee. Rebuttals must be sent via email to advocacy@nyssba.org and should include the resolution number, text of the originally submitted resolution, the name of the school district or BOCES submitting the rebuttal and the board president's signature.

Endorsements:

A member board can endorse a proposed bylaw amendment or resolution of another member board by emailing advocacy@nyssba.org. The email must include the names of both the endorsing district and submitting district and the text of the originally submitted resolution. The endorsing board(s) will be listed alphabetically with the proposed bylaw amendment or resolution.

September 22, 2026 – *Distribution of the Voting Delegates' Guide*

The guide will be distributed electronically to all member boards and posted to the NYSSBA website.

October

The Resolutions Committee meets again in advance of the Annual Business Meeting to consider if any new information will require changes to its original recommendations.

October 9, 2026 – *Deadline for Voting Delegate registration*

Each NYSSBA member board is eligible to register one voting delegate. All delegates must be registered by their district clerk using the NYSSBA online registration platform. A single board member cannot serve as a voting delegate for two boards (e.g., school district and BOCES).

October 13, 2026, at 5 p.m. – *Deadline for amendments*

Any amendments received by this time are eligible for consideration at the business meeting. Amendments cannot be 'newly' proposed from the floor during the meeting.

October 15, 2026 – *NYSSBA's Annual Business Meeting (Virtual)*

Resolutions adopted at the Annual Business Meeting become official position statements of NYSSBA. Once enacted, positions remain active for five years in accordance with NYSSBA bylaws, unless acted upon, rescinded or rendered moot. Bylaw amendments remain in place until amended or repealed.

Failure to adopt a resolution does not set a NYSSBA position or repeal an existing position. While NYSSBA staff take careful notes and allow the conversation to inform their work, only the affirmative adoption of a resolution sets NYSSBA positions.

Formulating Resolutions

Well-crafted resolutions provide NYSSBA with clearly stated goals while providing flexibility to advocate for school boards' positions and pursue solutions that meet member needs.

Before drafting a resolution, review NYSSBA's 2026 Position Statements *(www.nyssba.org/positions)* to determine whether there is an existing position statement that addresses your issue. Current positions should not be repeated. Proposed changes to positions should be addressed through the resolutions process.

Tips for drafting a resolution or bylaw amendment *(See page 13 for a sample resolution):*

1. **Single Resolved Clause:** Begin your resolution or bylaw amendment with a single "resolved" clause as stipulated in Article 9, Section 2 of the NYSSBA Bylaws (see Appendix, NYSSBA Bylaws, Article 9).
    - The "resolved" clause is what delegates officially vote upon. Delegates are not voting on the wording of the rationale. Instead, the "rationale" is intended to support the "resolved" clause, which is your resolution.
    - Do not include "whereas" clauses. If you have more than one issue, submit more than one resolution or bylaw amendment. Explanations or justifications for your resolution should be included in the rationale.
2. **Clear Call to Action:** Specify what action you are calling for NYSSBA to take, e.g., to support or oppose a specific issue. Resolutions should be worded broadly enough to provide NYSSBA the latitude to achieve the resolution's goal. Your rationale should be concise and persuasive in support of the resolution.
3. **Statewide Significance:** Resolutions should be broad in scope. They should have a statewide impact or at least be relevant to most school boards in the state. NYSSBA is a statewide organization and its positions should represent all member boards.
4. **Timely and Responsive:** Proposed resolutions should be responsive to current events and issues.

Please consider contacting NYSSBA Governmental Relations Staff to aid in the drafting of your resolution.

Sample Resolution

1 SINGLE RESOLVED CLAUSE

{RESOLVED,} that the New York State School Boards Association {oppose legislation} at the state and/or federal level that would provide tuition tax credits or educational vouchers for private or parochial schools.

2 CLEAR CALL TO ACTION

RATIONALE

Allocation of any public funds to nonpublic schools diverts much-needed resources from public education. It establishes dissimilar standards for students attending different publicly supported schools, and diminishes both the impetus and effectiveness of reforms to public schools, which continue to be responsible for educating the vast majority of the state's children.

The foundation of our democracy has been built on the concept that all children, regardless of their race, gender, religion or economic status, are entitled to receive a free public education. Publicly funded tuition tax credits and educational vouchers divert money from public schools and undermine the ability of such schools to appropriately serve their students. Private schools are free to control which students gain admission to their schools and are free to expel students who do not measure up to their academic or behavioral standards. Additionally, as a rule, private schools are not required to follow state-imposed educational mandates or engage in collective bargaining.

Therefore, there is no merit to the argument by proponents of educational vouchers and tuition tax credits that they will force public schools to be more competitive. Perhaps most importantly, public funding of private school tuition tax credits and/or vouchers would {initiate an annual competition} for state funding that (particularly in lean years) would have a devastating effect on traditional public schools. It would be {unconscionable} for the state to initiate such a program while in violation of a Court of Appeals order declaring the state in violation of the state constitution {(by virtue of underfunding public schools)}.

3 STATEWIDE SIGNIFICANCE

4 TIMELY AND RESPONSIVE

It is imperative that NYSSBA continue its long-standing position in opposition to these programs that significantly threaten the future of public education.

Submitting Proposed Resolutions and Bylaw Amendments

Required Steps:

- Proposed resolutions or bylaw amendments must be submitted using the **Proposed Resolution Submission Form** found by clicking **HERE.** Please indicate if the school board president, superintendent or board clerk is the one submitting on the board's behalf.
- If any portion of the proposed resolution/bylaw amendment or rationale exceeds the space provided, please submit any additional sheets at the same time.
- **All proposed resolutions or bylaw amendments must be submitted via email directly to Danielle Grasso at advocacy@nyssba.org.**
- A confirmation email regarding the receipt of your proposed resolution or bylaw amendment will be sent to you within 48 hours of submission. If you do not receive one, please contact Danielle Grasso directly at advocacy@nyssba.org.
- **Designate one contact person** who has the authority to modify the resolution or bylaw amendment in consultation with the Resolutions Committee.
    - The designated contact person must be available during the **Resolutions Committee meeting on August 12, 2026, between 9 a.m. and 5 p.m.** to respond to any committee member's questions regarding the proposed resolution. This person should not be a member of the Resolutions Committee. Include the name of the contact person and a daytime telephone number when submitting the resolution.
- All proposed resolutions and bylaw amendments submissions must be received by **5 p.m.** on **July 17, 2026**.

We encourage you to submit your proposed resolution or bylaw amendment as early as possible. This allows NYSSBA Governmental Relations staff to review the materials, contact you for clarifications and answer any questions you might have.

Appendix

NYSSBA BYLAWS - ARTICLE 9. COMMITTEES

ARTICLE 9. COMMITTEES *(As amended October 29, 2019)*

A. There shall be:

1. An Executive Committee of the board of directors, consisting of not more than eight members of the board of directors established annually by the board at the last meeting of the year of the board. Terms of office for the Executive Committee shall begin on January 1 following the meeting in which such members are chosen and shall continue for one year. The composition of the committee shall be as set forth in board policy. The committee shall have such powers as may be specifically delegated to it by the Board consistent with this paragraph of these Bylaws and the Not-for-Profit Corporation Law. The Board may vest the committee with the authority to:

    a. Approve the Association's participation as amicus in cases of statewide interest to NYSSBA's membership, upon its own initiative or when requested to do so by a member board.

    b. Approve the commencement of litigation on matters of statewide importance in court or before administrative agencies, either upon its own initiative or when requested to do so by any member board, except that lawsuits initiated to collect monies or fees owed to the Association may be authorized by the executive director.

    c. Review matters that are brought to it by the executive director and to act upon such matters as appropriate, except that the committee shall not have the authority to alter or amend any policy established by the Board of Directors.

    A majority of the total membership of the committee shall constitute a quorum. Any action taken shall require a majority of the full membership of the committee. It shall meet upon the call of the chair or upon the written request of three members of the committee addressed to the executive director. Such written request shall state the purpose(s) of the meeting and, upon its receipt, the executive director shall issue the call for the meeting. The notices of all meetings shall be sent so as to reach the members of the committee at least five days prior to the proposed meeting.

2. A Resolutions Committee, consisting of one school board member from each Association area, one member from one of the five large city school boards and one member from the Caucus of Black School Board Members appointed by the president at the first meeting of the newly elected board of directors subject to confirmation by the board. The committee shall review, but may not amend, resolutions and Bylaw amendments submitted to it by any member board or the Board of Directors.

    Proposed resolutions or bylaw amendments must reach the Association office before the close of business on a date set annually by the board. Such due date shall not be later than August 1 or the Monday following August 1 if this date falls on a Saturday or a Sunday immediately preceding the annual meeting. Each resolution shall consist of a single "resolved" clause without "whereas" clauses, and shall address only one subject. A brief rationale statement may be included with each resolution or proposed Bylaw amendment.

    The Resolutions Committee shall present a report of its recommendations to NYSSBA membership in a printed document for action at the annual business meeting. A resolution adopted at an annual meeting shall remain in effect and shall be part of NYSSBA's active program for five years, unless sooner rescinded, reaffirmed, implemented or enacted.

3. Other committees as the Board of Directors determines; the members of such committees to be appointed by the president, subject to confirmation by the Board of Directors; and such committees shall report at such times and at such places as the Board of Directors may determine.

B. At the request of the President, any committee appointed by the Board of Directors may meet by means of a telephone conference or similar communication permitted by the Not-for-Profit Corporation Law. Notice of such meeting shall be given to members of the committee at least 24 hours prior to such meeting.







New York State School Boards Association
24 Century Hill Drive, Suite 200
Latham, NY 12110
518.783.0200 • 800.342.3360 • nyssba.org

4-26/022

ONTEORA CENTRAL SCHOOL DISTRICT

2026-2027 Board of Education Meeting Schedule

July 7, 2026	Reorganization/ Board of Education Meeting	Middle-High School	6:00 p.m.
August 18, 2026	Board of Education Meeting	Middle-High School	6:00 p.m.
September 15, 2026	Board of Education Meeting	Middle-High School	6:00 p.m.
September 29, 2026	Board of Education Meeting	Woodstock School	6:00 p.m.
October 20, 2026	Board of Education Meeting	Bennett School	6:00 p.m.
November 17, 2026	Board of Education Meeting	Middle-High School	6:00 p.m.
December 15, 2026	Board of Education Meeting	Woodstock School	6:00 p.m.
January 12, 2026	Board of Education Meeting	Bennett School	6:00 p.m.
February 9, 2027	Board of Education Meeting	Middle-High School	6:00 p.m.
March 2, 2027	Board of Education Meeting	Woodstock School	6:00 p.m.
March 16, 2027	Board of Education Meeting	Bennett School	6:00 p.m.
April 6, 2027	Board of Education Meeting /Superintendent Recommended Budget	Middle-High School	6:00 p.m.
April 20, 2027	Board of Education Meeting / Budget Adoption AND	Woodstock School	6:00 p.m.
	a countywide vote date for BOCES Board Seats and BOCES Administrative Budget		
May 4, 2027	Board of Education Meeting and **Budget Hearing**	Bennett School	6:00 p.m.
May 18, 2027	**Budget Vote**	**Middle-High**	**7:00 am-9:00 p.m.**
May 18, 2027	Special Meeting	Middle-High School	7:00 p.m.
June 1, 2027	Board of Education Meeting	Middle-High School	6:00 p.m.
June 15, 2027	Board of Education Meeting	Middle-High School	6:00 p.m.
July 6, 2027	Reorganization/ Board of Education Meeting	Middle-High School	6:00 p.m.

- Meetings are held on Tuesdays @ 6:00 p.m. unless the meeting date is a **snow date**, the meeting will be held the **Thursday** of that week.
- Cancellations and/or postponements of meetings will be announced (when schools are closed for emergencies, BOE meetings are cancelled). Special meetings and/or special workshops will also be announced.

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Approved by BOE:

DRAFT

MEMORANDUM OF AGREEMENT

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

It is hereby agreed, by and between the parties, that the Collective Bargaining Agreement which expires on June 30, 2026, shall be extended for a period of three (3) years. The predecessor contract shall remain unchanged except as modified below.

1. Article I (Recognition) to be modified to remove the title of "Director of Special Education", and add the titles "Director of Pupil Personnel Services" and "Assistant Director of Pupil Personnel Services."

2. Article V (ADMINISTRATIVE STAFF COMMUNJCATIONS), correct the spelling to "COMMUNICATIONS".

3. Article VIII (Fringe Benefits), Section C add: For employees hired after 7/1/2026, spouses of retirees who are eligible for Medicare will be eligible for Medicare Part B reimbursement based on the percentage premium the District pays for retirees selecting the family plan.

4. Article VIII (Fringe Benefits), Section (A)(3), change the word "three" to "four" to properly reflect the current mandatory buyout amount for employees whose spouse is also an employee of the District.

5. Article VIII (Fringe Benefits), Section (D), remove the references to ten (10) month Administrators.

6. Article VIII (Fringe Benefits), Section (I) to be modified to read: "shall be granted four (4) days with pay".

7. Article VIII (Fringe Benefits), Section (R) to be modified by replacing the date "December 1st" with "January 31st".

8. Article XII (Stipended Positions), as per previous MOAs, remove "Coordinator for the Dignity for All Student Act" $4,500, and add "Coordinator for Remote Instruction" $4,000.

9. Increase all contractual stipends by three percent (3%).

10. Article XI (Compensation), Replace Section A with the following:
"Annual salary percentage increases for members of the bargaining unit who worked during the previous school year are as follows: 2% + $2,500 effective July 1, 2026, 2% + $2,500 effective July 1, 2027, and 2% + $2,500 effective July 1, 2028."

11. Article XV (Term of Agreement), Replace with the following:
"This Agreement shall be effective as of July 1, 2026, and shall continue in effect until June 30, 2029."

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

Dated: May 11, 2026

Victoria McLaren
Onteora Central School District

Gabriel Buono
Onteora Administrators' Association

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE ONTEORA CENTRAL SCHOOL DISTRICT ("District") and the ONTEORA NON-TEACHING EMPLOYEE'S ASSOCIATION ("Association")

It is hereby agreed, by and between the parties that the Collective Bargaining Agreement which expires on June 30, 2026, shall be extended for a period of three years until June 30, 2029. The predecessor contract shall remain unchanged except as modified below.

1. **ARTICLE I (Page 1)**
   Add titles, Inventory Control Specialist, Head Custodian, Personal Health Care Aide and Head Food Service Helper, Head Cook and remove titles Stores Clerk and Cook Manager.

2. **ARTICLE II ASSOCIATION RIGHTS (page 1)**
   B.1) Change to the following: The District shall provide **space for** bulletin boards....

3. **ARTICLE VII PAID AND UNPAID ABSENCES (pages 10 – 12)**
   C. Bereavement leave (for immediate family only) add: One of the days allocated can be used within 6 months of death for a memorial service. Documentation must be provided when requested by the district.

   F. 1) Vacation leave – change language to include:
   First Year twelve-month staff shall accumulate vacation days prorated at the rate of one (1) day for each month worked beginning with the third month of employment through to June 30th to be used after July 1 of the following year.

   F. 2) Change 10-month vacation language:
   Each newly hired ten-month (10) clerical staff member shall earn and accrue vacation leave on a pro-rated basis of up to eight (8) days for the full work year extending from September 1 through June 30 (or the equivalent thereof). After July 1, in the year following initial hire, this accumulated vacation leave is to be taken during the Winter and/or Spring recesses. Commencing on the July 1 after the date of appointment, all employees accumulate vacation leave with pay as per the schedule that follows:

After Full Years of Service	Vacation Days Earned
1	8 work days
5	10 work days
10	12 work days

4. **ARTICLE VIII EMPLOYEE BENEFITS (Page 14)**
   A. Holidays –
   1. Add Lunar New Year as a holiday for 12 month staff provided the holiday does not fall on a weekend. And in the year that school is closed for Lunar New Year, reduce 10-month staff Superintendent's conference days by one, the specific date to be determined by the Assistant Superintendent for Curriculum and Instruction.

   Add "provided the holiday does not fall on a weekend" to Juneteenth Holiday

5. **ARTICLE VIII EMPLOYEE BENEFITS (Page 14)**

B. Health Insurance

New #1: New employees hired after 7/1/2026 are only eligible for the EPO 20 health insurance plan, at rates stated, and are not eligible for the Health Reimbursement Account.

New #2: Effective July 1, 2026, all members in the DEHIC EPO20 plan shall contribute 1% of the premiums if their total pay is equal to or less than $38,000 and 2% of the premium if their total pay is greater than $38,000. Mid-year hires will be evaluated based on their full annual pay, prorated accordingly.

New #3: All current employees enrolled in the DEHIC Alt PPO shall contribute 10% of the premiums of the plan

Keep current #4

New #5: Unit members currently under MVP and CDPHP, shall contribute 10% of the premiums of the plan.

Eliminate language for current #6 through #8

New #6 – Replaces current #9: Effective with the 2014-15 school year, the District shall contribute $850 into a Health Reimbursement Account (HRA) for current employees only that are enrolled in the DEHIC EPO20 plan. Employees hired after 7/1/26 are not eligible for the HRA.

New #7: Effective 7/1/2028, all new hires shall contribute 5% of the premiums of the EPO20 plan.

Renumber current #10 through #16 with new #8 through #14

New #15 replaces current #17: Employees who have exhausted paid leave days and are not out on approved FMLA days will be responsible for paying that portion of health insurance premium for the duration of their unpaid status. The per diem rate will be calculated by the Business Office.

6. **ARTICLE XV THE WORK WEEK (Page 26)**

E. Add Head Custodian and Inventory Control Specialist titles to the staff whose work week consists of 40 hours.

7. **ARTICLE XVI TRAVEL ALLOWANCE (Page 28)**

B: Eliminate language

D: Change to:

Breakfast	up to $12
Lunch	up to $16
Dinner	up to $23

8. **ARTICLE XVII SALARY (Page 29)**
   Keep current #1

   New #2: The salary schedules shall be increased by 3% in each year of the contract
   Eliminate language for #3

   New #3: Each longevity tier, strawboss and night differential shall be increased by 3% in each year of the contract

   Current #5 becomes #4

   Eliminate language for #6

9. **Article XXI (Duration of Agreement), Replace with the following:**
   "This Agreement shall be effective as of July 1, 2026 and continue in full force and effect through June 30, 2029."

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

Dated: _____

Onteora Central School District

_____
Victoria McLaren, Superintendent

Onteora Non-Teachers' Association

Allyson Nichols
Allyson Nichols, ONTEA President

Gina Tucker
Gina Tucker, Vice President

Edward F Ryder
Ed Ryder, Negotiating Team Member

Personnel Agenda for BOE Meeting 05/19/2026

ADMINISTRATIVE LEAVE OF ABSENCE

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
040125	05/20/26 – 06/02/26	Extended leave and reassigned pursuant to Superintendent
040926	05/14/26 – 06/26/26	Per settlement agreement

TEMPORARY APPOINTMENT: INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	RATE
Armstrong, Mark	English Teacher/ High School	05/20/26 – 06/26/26	MA Step 1

LEAVE OF ABSENCE: NON-INSTRUCTIONAL

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
4007	05/01/26 – 09/30/26	FMLA - Intermittent
4221	05/27/26 – 08/31/26	FMLA
4261	05/06/26	Extended Medical Leave

LEAVE OF ABSENCE: INSTRUCTIONAL

EMPLOYEE NUMBER	EFFECTIVE DATE FROM -TO	REASON
4363	06/09/26 – 07/21/26	FMLA

RESIGNATIONS: NON - INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	REMARKS
Rogers, Connie	School Bus Attendant	06/30/26	Retirement

EXTRA DUTY STIPENDS 2026-2027

NAME	POSITION	AMOUNT
Richards, Scott	CIO for Students Management System Elementary/Technology	$7,725.00 (split w/ C. Sosler)
Sosler, Candice	CIO for Students Management System Elementary/Technology	$7,725.00 (split w/ S. Richards)
Ryan, Nicole	Mentor Coordinator	$2,978.00
Bishop, Ashley	Volleyball- JV- Assistant Coach	$3,500.00
Brueckner, Jennifer	Field Hockey- JV- Assistant Coach	$4,100.00
Burgher, Brittany	Volleyball-Modified- Assistant Coach	$2,300.00

Burkhardt, Patrick	Track- Cross Country – Head Coach	$4,700.00
Calinda, Jason	Soccer- Varsity – Head Coach (boys)	$5,400.00
Funk, Brianna	Track- Cross County- Assistant Coach	$3,200.00
Gallin, Anne	Track- Cross Country – Modified	$2,300.00
Hallinan, Grace	Soccer – JV-Assistant Coach	$4,100.00
Harkin, Brandon	Soccer- Varsity – Head Coach (girls)	$5,400.00
Katz, Emma	Field Hockey – Varsity – Head Coach	$5,400.00
Kleine, Kylie	Soccer- Modified (girls)	$2,300.00
Liverani, Michael	Football-Varsity – Head Coach	$6,400.00
Moxham, Heidi	Volleyball- Varsity – Head Coach	$4,700.00
Rushford, Michael	Fitness Room	$2,300.00
Signore, Mark	Golf- Varsity – Head Coach (boys)	$3,600.00
Stark, Kaila	Tennis – Varsity- Had Coach (girls)	$3,300.00
Wright, Ryan	Field Hockey- Modified – Assistant Coach	$2,300.00
Young, Jason	Swimming- Head Coach	$3,500.00

2025-2026 Onteora Capital Project Change Orders:

PROJECT		BOE Date	VENDOR	Change Order Amount	New Total
RENO					
Original Budget					
$1,364,156.00	CO#010 - CE #037 - Door Hardware Issues	5/19/26	Transitional Builders. Inc.	$552.00	$1,364,708.00
$430,600.00	CO #001 - CE #038 - AMI Allowance Reconci	5/19/26	Ashley Mechanical	-$2,745.00	$427,855.00
RENO A/B					
Original Budget					
$126,987.00	CO #002 - CE #026 - Electric Heat Coil	5/19/26	Ashley Mechanical	$5,497.00	$132,484.00
$132,484.00	CO #003 - CE #029 - Se Vest. Replacement I	5/19/26	Ashley Mechanical	-$117.00	$132,367.00
$150,876.00	CO #002 - CE #032 - SCE Allowance Reconc	5/19/26	Stone Creek	-$5,218.00	$145,658.00

Donations Received for Board of Education Approval, May 19, 2026				
Donor:	**Amount:**	**Purpose:**	**Revenue:**	**Appropriation:**
OCSD French Club	$1,000.00	French Club Senior Scholarship	CM2705.15	CM2989.400-15
Bank of America Charitable Gift Fund	$250.00	Meet, Greet & Eat Donation	CM2705.25	CM2989.400-25
Margaret Haug	$175.00	George Haug Memorial Award	CM2705.15	CM2989.400-15
Margaret Haug	$125.00	George Haug Science Award	CM2705.15	CM2989.400-15
Margaret Haug	$125.00	Nancy Fitzsimmons Award	CM2705.15	CM2989.400-15
Anya Cytryn O'Connor	$400.00	Herb Cytryn American Athlete	CM2705.15	CM2989.400-15
OCS Class of 1983	$1,000.00	Onteora Class of 1983 Award	CM2705.15	CM2989.400-15
Patrick & Jeannine Burkhardt	$200.00	Bernie Stahl Memorial Award	CM2705.15	CM2989.400-15
Patrick & Jeannine Burkhardt	$200.00	Carole OKoren Memorial Award	CM2705.15	CM2989.400-15
Patrick & Jeannine Burkhardt	$1,500.00	Jason Jones Memorial Award	CM2705.15	CM2989.400-15
Robin & Dean Perls - Shultis	$100.00	Mary Jearolmen Memorial Award	CM2705.15	CM2989.400-15
Beesmer Family	$200.00	Joan Beesmer Memorial Award	CM2705.15	CM2989.400-15
Mark & Elizabeth Fallo	$71.00	OAA Leadership Award	CM2705.15	CM2989.400-15
Total	**$5,346.00**			

ONTEORA CENTRAL SCHOOL DISTRICT

MEMORANDUM

To: Monica LaClair, Amanda Gates

From: Bennett Elementary

Date: 05/08/2026

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 as such.

1 – School Smart Laminator - Asset tag number 22437

The laminator is not working properly and could be a fire hazard. This item will need to be discarded.

Library Weeding Log

Bennett Elementary School

Removed From: 9/8/2025 Removed To: 5/6/2026
All Sublocations

5/6/2026 - Copies Removed: 16

5-MINUTE GOODNIGHT STORIES. (Removed: 1)

Author: DERRYDALE. ISBN: 0-517-63187-3 Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
EZ DER	WUD50008725	$10.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage			Discard

Was Available -- Weeded -- Total Circulations: 0

The amazing book of LEGO Star Wars (Removed: 1)

Author: Fentiman, David. ISBN: 978-1-46545541-3 Published: 2017

Call Number	Barcode	Price	Acquired	Removed By
688.7 FEN	T 48955	$12.79	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
LEGO	Poor Condition/Damage		3/10/2026	Discard

Was Available -- Weeded -- Total Circulations: 15

Bird (Removed: 1)

Author: Burnie, David. ISBN: 0-7894-5800-4 Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
598 BUR	WUD7202808	$16.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		3/27/2026	Discard

Was Available -- Weeded -- Total Circulations: 5

David gets in trouble (Removed: 1)

Author: Shannon, David, 1959-. ISBN: 0-439-05022-7 Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
E SHA	T 5000229		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Favorite Picture Books Shelf Pink Label	Poor Condition/Damage		1/30/2026	Discard

Was Available -- Weeded -- Total Circulations: 4

Dogs : from predator to protector (Removed: 1)

Author: Hirsch, Andy, 1987-. ISBN: 978-1-62672-768-7 Published: 2017

Call Number	Barcode	Price	Acquired	Removed By
GN 636.7 HIR	T 61405	$18.36	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		10/18/2024	Discard

Was Available -- Weeded -- Total Circulations: 14

Even more fantastic failures : true stories of people who changed the worl (Removed: 1)

Author: Reynolds, Luke, ISBN: 978-1-58270-734-1 Published: 2020

Call Number	Barcode	Price	Acquired	Removed By
920 Rey	WUD70021537	$17.72	3/2/2021	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
BIO Science and Inventors	Poor Condition/Damage			Discard

5/6/2026 - Copies Removed: 16

Was Available -- Weeded -- Total Circulations: 0

Fantastic failures : true stories of people who changed the world by falli (Removed: 1)

Author: Reynolds, Luke, ISBN: 978-1-58270-665-8 Published: 2018

Call Number	Barcode	Price	Acquired	Removed By
920 Rey	WUD70021540	$17.72	3/2/2021	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
BIO Science and Inventors	Poor Condition/Damage			Discard

Was Available -- Weeded -- Total Circulations: 0

Frozen : the essential guide (Removed: 1)

Author: Bazaldua, Barbara. ISBN: 1-46541404-5 Published: 2013

Call Number	Barcode	Price	Acquired	Removed By
791.43 BAZ	T 48446	$11.09	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Disney Shelf	Poor Condition/Damage		3/16/2026	Discard

Was Available -- Weeded -- Total Circulations: 14

Ghosts in Amityville : the haunted house (Removed: 1)

Author: DeMolay, Jack. ISBN: 1-40423402-0 Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
GN 133.1 DEM	WUD334855	$17.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		3/9/2026	Discard

Was Available -- Weeded -- Total Circulations: 1

How to draw Deltora monsters (Removed: 1)

Author: McBride, Marc. ISBN: 0-439-73647-1 (pbk.) Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
741.5 MCB	WUD50009963	$4.99	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		2/13/2026	Discard

Was Available -- Weeded -- Total Circulations: 2

LEGO minifigures character encyclopedia : featuring more than 160 minifigu (Removed: 1)

Author: Lipkowitz, Daniel. ISBN: 978-1-46540172-4 Published: 2013

Call Number	Barcode	Price	Acquired	Removed By
688.7 LIP	T 49056	$16.29	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
LEGO	Poor Condition/Damage		3/24/2026	Discard

Was Available -- Weeded -- Total Circulations: 15

Lego Star Wars : the visual dictionary : updated and expanded (Removed: 1)

Author: Beecroft, Simon. ISBN: 978-1-46542136-4 Published: 2014

Call Number	Barcode	Price	Acquired	Removed By
688.7 BEE	T 49059	$18.84	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Star Wars/Graphic Shelf	Poor Condition/Damage		3/27/2026	Discard

5/6/2026 - Copies Removed: 16

Was Available -- Weeded -- Total Circulations: 22

Pokemon storybook treasury. (Removed: 1)

ISBN: 978-1-52477259-8 Published: 2018

Call Number	Barcode	Price	Acquired	Removed By
E Pok	WUD70022551	$8.79	9/15/2023	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Pokemon Shelf	Poor Condition/Damage		4/28/2026	Discard

Was Available -- Weeded -- Total Circulations: 16

The Star Wars cook book : Wookiee cookies and other galactic recipes (Removed: 1)

Author: Davis, Robin. ISBN: 0-8118-2184-6 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
641.5 DA	T 48527	$16.19	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Star Wars/Graphic Shelf	Poor Condition/Damage		11/1/2024	Discard

Was Available -- Weeded -- Total Circulations: 2

Trapped in Death Cave. (Removed: 1)

Author: Wallace, Bill. Published: 1884

Call Number	Barcode	Price	Acquired	Removed By
FIC WAL	WUD50008790	$10.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Upper Level Fiction	Poor Condition/Damage		11/10/2025	Discard

Was Available -- Weeded -- Total Circulations: 2

Where's Waldo? : the great picture hunt (Removed: 1)

Author: Handford, Martin. ISBN: 0-7636-3043-8 Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
793.7 HA	T 48204	$12.79	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
793.7 BIN I SPY (green dot)	Poor Condition/Damage		4/25/2025	Discard

Was Available -- Weeded -- Total Circulations: 2

3/20/2026 - Copies Removed: 39

19th century girls & women (Removed: 1)

Author: Kalman, Bobbie. ISBN: 0-86505-434-7 Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
305.4 KAL	T 65094		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

African myths & legends (Removed: 1)

Author: Ardagh, Philip. ISBN: 0-7166-2605-5 Published: 2001

3/20/2026 - Copies Removed: 39

Call Number	Barcode	Price	Acquired	Removed By
291.13 Ard	WUD7002547		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

Ancient Greek children (Removed: 1)

Author: Tames, Richard. ISBN: 1-58810-639-X Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
305.23 TAM	WUD7008670	$18.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Ancient Greek women (Removed: 1)

Author: Middleton, Haydn. ISBN: 1-58810-637-3 Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
305.4 MID	T 65096		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Ancient Roman women (Removed: 1)

Author: Williams, Brian, 1943- ISBN: 1-58810-632-2 (lib. bdg.) Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
PBK 305.8 WIL	T 65099		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Buddha and Buddhism : Great Religious Leaders. (Removed: 1)

Author: Marchant, Kerena. Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
291 MAR	WUD50010432	$15.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

Canada, the people (Removed: 1)

Author: Kalman, Bobbie, 1947- ISBN: 0-86505-298-0 Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
306 Kal	WUD327875	$13.80	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/20/2026 - Copies Removed: 39

Celtic myths & legends (Removed: 1)

Author: Ardagh, Philip. ISBN: 0-7166-2608-X Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
291.13 ARD	WUD7002546		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

Chinese myths & legends (Removed: 1)

Author: Ardagh, Philip. ISBN: 0-7166-2609-8 Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
291.13 Ard	WUD7002545		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

The circle of days (Removed: 1)

Author: Lindbergh, Reeve. ISBN: 0-7636-0357-0 (alk. paper) Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
242.7 LIN	PH0006867		10/27/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

Egyptian gods and goddesses (Removed: 1)

Author: Barker, Henry, 1949- ISBN: 0-448-42029-5 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
299 BAR	WUD328510	$10.34	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

Ellis Island (Removed: 1)

Author: Marcovitz, Hal.

Call Number	Barcode	Price	Acquired	Removed By
304.8 MAR	WUD331174		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Ellis Island (Removed: 1)

Author: Raatma, Lucia. ISBN: 0-7565-0302-7 (hardcover) Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
304.8 RAA	T 934		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/20/2026 - Copies Removed: 39

Encyclopedia of Animals in Nature, Myth and Spirit. (Removed: 1)

Author: Pickering, Fran,.

Call Number	Barcode	Price	Acquired	Removed By
292 PIC	WUD331841		8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation		4/26/2021	Donation

Was Available -- Weeded -- Total Circulations: 1

Families (Removed: 1)

Author: Kuklin, Susan. ISBN: 0-7868-0822-5 Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
306.85 KUK	WUD334997	$16.77	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Fighters, Refugees, Immigrants. A Story of the Hmong (Removed: 1)

Author: Goldfarb, Mace, MD. ISBN: 0-87614-197-1 Published: 1982

Call Number	Barcode	Price	Acquired	Removed By
306.08 Gol	WUD7001873	$9.95	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Greek Gods and Goddesses : Illustrator: Emma Chichester Clark. (Removed: 1)

Author: McCaughrean, Geraldine. Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
292 MCC	WUD50010232	$25.00	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

Greek myths (Removed: 1)

Author: Lock, Deborah. ISBN: 0-7566-4015-6 Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
DK Reader 292.13 LOC	WUD335932		8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

Guru Nanak and Sikhism : Great Religious Leaders. (Removed: 1)

Author: Panesar, Rajinder Singh. ISBN: 1-58340-220-9 Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
291 PAN	WUD50010430	$15.00	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

3/20/2026 - Copies Removed: 39

If the world were a village : a book about the world's people (Removed: 1)

Author: Smith, David J. ISBN: 1-55074-779-7 Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
304.6 SMI	WUD335060	$16.74	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Immigrant kids (Removed: 1)

Author: Freedman, Russell. ISBN: 0-14-037594-5 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
301.43 FRE	WUD333531	$12.57	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Islam (Removed: 1)

Author: Wilkinson, Philip, 1955- ISBN: 0-7894-8870-1 Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
297 Wil	WUD328239	$20.34	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

Jesus and Christianity : Great Religious Leaders. (Removed: 1)

Author: Brown, Alan. ISBN: 1-58340-221-7 Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
291 BRO	WUD50010434	$15.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

Krishna and Hinduism : Great Religious Leaders. (Removed: 1)

Author: Marchant, Kerena. ISBN: 1-58340-218-7 Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
291 MAR	WUD50010433	$15.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

Media & communications (Removed: 1)

Author: Gifford, Clive. ISBN: 0-7894-6294-X Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
302.2 GIF	WUD333303	$16.71	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/20/2026 - Copies Removed: 39

Mohammad and Islam : Great Religious leaders. (Removed: 1)

Author: Marchant, Kerena. ISBN: 1-58340-217-9 Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
291 MAR	WUD50010437	$15.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

Moving North : African Americans and The Great Migration 1915-1930. (Removed: 1)

Author: Halpern, Monica. Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
304.8 HAL	WUD7202928	$13.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

My parents are getting divorced : how to keep it together when your mom an (Removed: 1)

Author: Cadier, Florence. ISBN: 0-8109-9163-2 Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
306.89 CAD	WUD334038	$13.34	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Noah's ark (Removed: 1)

Author: Pinkney, Jerry. ISBN: 1-58717-202-X Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
222 PIN	WUD328757	$20.60	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

North American myths & legends (Removed: 1)

Author: Ardagh, Philip. ISBN: 0-7166-2611-X Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
291.13 Ard	WUD7002550		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

Religion (Removed: 1)

Author: Hinds, Kathryn, 1962- ISBN: 0-7614-1657-9 Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
292 HIN	WUD334004	$23.35	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

3/20/2026 - Copies Removed: 39

Religion (Removed: 1)

Author: Langley, Myrtle. ISBN: 0-7894-5886-1 Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
200 LAN	WUD333369	$16.71	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

Roman mythology (Removed: 1)

Author: Wolfson, Evelyn. ISBN: 0-7660-1558-0 Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
292.1 WOL	WUD328807	$25.60	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/16/2023	Donation

Was Available -- Weeded -- Total Circulations: 1

Saint Francis and the Wolf. (Removed: 1)

Author: Langton, Jane.

Call Number	Barcode	Price	Acquired	Removed By
292 LAN	T 7002564	$16.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Donation

Was Available -- Weeded -- Total Circulations: 0

Signs in our world (Removed: 1)

Author: Searcy, John. ISBN: 0-7566-1827-4 Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
302.2 SEA	WUD334578	$10.50	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Sticks and stones (Removed: 1)

Author: Swartz, Larry. ISBN: 1-41902418-3 Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
302.3 SWA	WUD335820	$17.24	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Terrorist attacks : disaster & survival (Removed: 1)

Author: Miller, Mara, 1968- ISBN: 0-7660-2385-0 Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
303.6 MIL	WUD334573	$23.63	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/20/2026 - Copies Removed: 39

The Usborne book of peoples of the world : Internet-linked (Removed: 1)

Author: Doherty, Gillian. ISBN: 0-439-40127-5 (pbk.) Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
304.6 USB	WUD331717	$6.95	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Women and girls in the Middle Ages (Removed: 1)

Author: Eastwood, Kay. ISBN: 0-7787-1346-6 (RLB : alk. paper) Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
305.4 EAS	T 65058		8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/19/2026 - Copies Removed: 84

Aliens and UFOs (Removed: 1)

Author: Nobleman, Marc Tyler. ISBN: 1-41092509-9 Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
001.942 NOB	T 45414	$19.75	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation		10/19/2021	Discard

Was Available -- Weeded -- Total Circulations: 1

Amazing Achievements : Facts & Records. (Removed: 1)

Author: Turner, Matthew. Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
001 TUR	WUD50010741	$20.00	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The American Flag. (Removed: 1)

Author: Sollod, Celeste. ISBN: 1-56799-660-4 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
929.9 SOL	WUD50009946	$15.00	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation		2/5/2024	Discard

Was Available -- Weeded -- Total Circulations: 1

The American Indians : (The Immigrant Experience) (Removed: 1)

Author: Force, Roland W. ISBN: 0-7910-3377-5 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
970 FOR	WUD321027	$0.00	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

3/19/2026 - Copies Removed: 84

Was Available -- Weeded -- Total Circulations: 0

Ancient China (Removed: 1)

Author: Williams, Brian, 1943- ISBN: 0-670-87157-5 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
931 WI	T 13002	$14.44	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Ancient Egypt (Removed: 1)

Author: Sen, Benita. ISBN: 1-61563-809-1 Published: 2011

Call Number	Barcode	Price	Acquired	Removed By
932 SEN	T 60878	$18.95	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The ancient Egyptians (Removed: 1)

Author: Shuter, Jane. ISBN: 0-7398-1351-X Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
932 SH	T 13782	$17.98	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The ancient Greeks (Removed: 1)

Author: Taylor, Pat, 1948- ISBN: 0-431-05704-4 Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
938 TA	T 13784	$14.95	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The ancient Romans (Removed: 1)

Author: Shuter, Jane. ISBN: 1-57572-591-6 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
937 SH	T 13785	$14.95	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

ANTARCTICA: THE LAND : ANTARCTICA. (Removed: 1)

Author: STONE, LYNN M. ISBN: 1-55916-139-6 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
919.8 STO	PH0008009	$10.00	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/19/2026 - Copies Removed: 84

Atlantis : the lost city (Removed: 1)

Author: Donkin, Andrew. ISBN: 0-7894-6682-1 Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
001.94 DON	WUD50009215	$10.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Beastly tales : Yeti, Bigfoot, and the Loch Ness Monster (Removed: 1)

Author: Yorke, Malcolm. ISBN: 0-7894-2962-4 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
001.944 YOR	WUD334708	$8.89	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Bermuda Triangle (Removed: 1)

Author: Donkin, Andrew. ISBN: 0-7894-5415-7 Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
001.94 DON	T 14314	$10.96	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Black Whiteness (Removed: 1)

Author: Burleigh, Robert. Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB 919.8 BUR	T 7003265		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Book (Removed: 1)

Author: Brookfield, Karen. ISBN: 0-7894-5892-6 Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
002 BRO	WUD333110	$16.87	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Boys' Book - How to be the Best at Everything. (Removed: 1)

Author: Enright, Dominique and Guy Macdonald. Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
031 ENR	T 7002886	$10.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		11/30/2022	Discard

Was Available -- Weeded -- Total Circulations: 1

3/19/2026 - Copies Removed: 84

THE BURIED CITY OF POMPEII : WHAT IT WAS LIKE WHEN VESUVIUS EXPLODED. (Removed: 1)

Author: TANAKA, SHELLEY. Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
937 TAN	WUD50009363	$7.99	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

CASTLE. (Removed: 1)

Author: GRAVETT, CHRISTOPHER. ISBN: 0-7894-5889-6 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
940.1 GRA	WUD50009061	$8.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Children just like me (Removed: 1)

Author: Kindersley, Barnabas. ISBN: 0-7894-0201-7 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
910 KIN	WUD325165	$17.31	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Cliques (Removed: 1)

Author: Jones, Jen. ISBN: 1-42960128-0 Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
158.2 JON	WUD335659	$18.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Code busters! (Removed: 1)

Author: Albert, Burton. LCCN: 84-29935

Call Number	Barcode	Price	Acquired	Removed By
01.54 ALB	PH0001954		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Colosseum (Removed: 1)

Author: Chrisp, Peter. ISBN: 0-8172-4916-8 Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
937 CHR	WUD7006002		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/19/2026 - Copies Removed: 84

Datelines of world history (Removed: 1)

Author: Arnold, Guy. ISBN: 0-531-09212-7 Published: 1983

Call Number	Barcode	Price	Acquired	Removed By
909 A	WUD321954	$0.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/11/2024	Discard

Was Available -- Weeded -- Total Circulations: 2

Down Cut Shin Creek : the pack horse librarians of Kentucky (Removed: 1)

Author: Appelt, Kathi, 1954- ISBN: 0-06-029135-4 Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
027.076 APP	WUD328501	$21.64	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Egyptian life (Removed: 1)

Author: Guy, John.

Call Number	Barcode	Price	Acquired	Removed By
Paperback 932 GUY	WUD331140		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Elijah Muhammad (Removed: 1)

Author: Halasa, Malu. ISBN: 1-55546-602-8 Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
MUH 921	WUD7101247		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Endurance : shipwreck and survival on a sea of ice (Removed: 1)

Author: White, Matt, 1955-. ISBN: 0-7368-4000-1 Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
919.89 SHA	T 46532	$9.96	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Escape from the ice : Shackleton and the Endurance (Removed: 1)

Author: Roop, Connie. ISBN: 0-439-20640-5 Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
919.8 Roo	WUD327885	$9.84	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/19/2026 - Copies Removed: 84

Exploring the Bismarck (Removed: 1)

Author: Ballard, Robert D. ISBN: 0-590-44268-6 Published: 1991

Call Number	Barcode	Price	Acquired	Removed By
940.54 BAL	WUD321639	$0.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/12/2021	Discard

Was Available -- Weeded -- Total Circulations: 2

Fantasy Encyclopedia - : A Guide to Fabulous Beasts and Magical Beings - F (Removed: 1)

Author: llen Judy. Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
011 ALL	WUD50020622	$24.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

First facts about the ancient Romans (Removed: 1)

Author: Macdonald, Fiona. ISBN: 0-87226-496-3 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
937 MA	T 13808	$12.71	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

First facts about the Middle Ages (Removed: 1)

Author: Macdonald, Fiona. ISBN: 0-87226-533-1 Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
940.1 MA	T 13809	$12.71	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Gladiator (Removed: 1)

Author: Watkins, Richard Ross. ISBN: 0-618-07032-X Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
937 WAT	T 14084	$10.76	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Harlem Hellfighters : when pride met courage (Removed: 1)

Author: Myers, Walter Dean, 1937- ISBN: 0-06-001136-X Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
940.4 MYE	WUD334249	$18.05	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/19/2026 - Copies Removed: 84

Headlines (Removed: 1)

Author: O'Callaghan, Joan. ISBN: 1-41902432-9 Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
070 OCA	WUD335717	$17.24	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

History and activities of ancient China (Removed: 1)

Author: Anderson, Jameson. ISBN: 1-40347922-4 Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
931 AN	T 15085	$28.20	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Hitler Youth : growing up in Hitler's shadow (Removed: 1)

Author: Bartoletti, Susan Campbell. ISBN: 0-439-35379-3 Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
943.086 Bar	T 50132	$20.29	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/1/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

Houses of bark : tipi, wigwam and longhouse (Removed: 1)

Author: Shemie, Bonnie. ISBN: 0-88776-246-8 Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
970 SHE	WUD330178		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Indian country: a history of Native people in America (Removed: 1)

Author: Harvey, Karen D.

Call Number	Barcode	Price	Acquired	Removed By
Paperback 970.004 HAR	WUD330852		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

An Indian winter (Removed: 1)

Author: Freedman, Russell.

Call Number	Barcode	Price	Acquired	Removed By
pb 917.8 FRE	WUD330726		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/19/2026 - Copies Removed: 84

Into the Mummy's tomb : the real-life discovery of Tutankhamun's treasures (Removed: 1)

Author: Reeves, Nicholas. ISBN: 0-590-45752-7 Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
932 REE	PH0003563	$15.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

A is for Africa (Removed: 1)

Author: Onyefulu, Ifeoma. ISBN: 0-525-65147-0 Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
960 ONY	WUD3004944	$14.99	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The kids guide to fortune telling (Removed: 1)

Author: Dickson, Louise, 1959- ISBN: 1-55074-479-8 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
133.3 DI	T 13841	$9.37	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/12/2023	Discard

Was Available -- Weeded -- Total Circulations: 2

Knight (Removed: 1)

Author: Gravett, Christopher. ISBN: 0-679-83882-1 Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
940.1 GRA	WUD325011	$17.18	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Knights and Castles : 50 hands-on activities to experience the Middle Ages (Removed: 1)

Author: Hart, Avery. ISBN: 1-885593-17-1 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
940.1 HAR	WUD319392	$10.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Knights in Shining Armor (Removed: 1)

Author: Gibbons, Gail. ISBN: 0-316-30948-6 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
940.1 GIB	WUD319352	$14.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/19/2026 - Copies Removed: 84

Ladybird Picture Atlas of the World. (Removed: 1)

Call Number	Barcode	Price	Acquired	Removed By
paperback 912 LAD	WUD321723		8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Life in ancient Rome (Removed: 1)

Author: Mehta-Jones, Shilpa. ISBN: 0-7787-2064-0 Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
937 MEH	WUD333996	$12.02	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Life in the Middle Ages: The Castle (Removed: 1)

Author: Hinds, Kathryn. ISBN: 0-7614-1007-4 Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
940.1 HIN	WUD331980	$28.50	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Lost Wreck of the Isis (Removed: 1)

Author: Ballard, Robert D. ISBN: 0-590-43852-2 Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
930.1 BAL	WUD321635	$0.00	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Manners. (Removed: 1)

Author: Aliki. Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
177 ALI	WUD50020307	$10.00	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Many nations : an alphabet of Native America (Removed: 1)

Author: Bruchac, Joseph, 1942-. ISBN: 0-8167-4460-2 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
EZ 970 Bru	WUD328242	$12.05	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/19/2026 - Copies Removed: 84

Medieval life (Removed: 1)

Author: Langley, Andrew. ISBN: 0-679-88077-1 (trade) Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
940.1 LA	T 13059	$20.99	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Meditation (Removed: 1)

Author: Andrews, Linda Wasmer. ISBN: 0-531-16609-0 Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
158.1 AND	WUD333769	$11.13	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Mysteries of history (Removed: 1)

Author: Stewart, Robert.

Call Number	Barcode	Price	Acquired	Removed By
Paperback 902 STE	WUD330957		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/13/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

The mystery of Atlantis (Removed: 1)

Author: Wallace, Holly, 1961-. ISBN: 1-57572-803-6 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
133.1 WA	T 14630	$16.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/8/2024	Discard

Was Available -- Weeded -- Total Circulations: 3

The mystery of black holes (Removed: 1)

Author: Oxlade, Chris. ISBN: 1-57572-808-7 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
133.1 OX	T 14631	$16.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/24/2022	Discard

Was Available -- Weeded -- Total Circulations: 2

The mystery of ESP (Removed: 1)

Author: Oxlade, Chris. ISBN: 1-58810-665-9 Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
133.8 OXL	T 14632	$16.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/7/2024	Discard

Was Available -- Weeded -- Total Circulations: 4

3/19/2026 - Copies Removed: 84

The mystery of the abominable snowman (Removed: 1)

Author: Wallace, Holly, 1961-. ISBN: 1-57572-810-9 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
133.1 WAL	T 14634	$16.95	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation		5/31/2023	Discard

Was Available -- Weeded -- Total Circulations: 4

THE MYSTERY OF THE BERMUDA TRIANGLE : CAN SCIENCE SOLVE THE MYSTERY? (Removed: 1)

Author: OXLADE, CHRIS. ISBN: 1-57572-811-7 Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
133.1 OXL	WUD50009641	$10.95	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The mystery of the Loch Ness monster (Removed: 1)

Author: Wallace, Holly, 1961-. ISBN: 1-57572-805-2 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
133.1 WA	T 13857	$15.95	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation		10/26/2022	Discard

Was Available -- Weeded -- Total Circulations: 4

The mystery of UFOs (Removed: 1)

Author: Oxlade, Chris. ISBN: 1-57572-806-0 (library binding) Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
133.1 OXL	T 13858		6/22/2023	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation		10/4/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

The parts of a book (Removed: 1)

Author: Rustad, Martha E. H. (Martha Elizabeth Hillman), 1975- ISBN: 1-62065-094-0 Published: 2013

Call Number	Barcode	Price	Acquired	Removed By
002 RU	T 48498	$18.54	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

People (Removed: 1)

Author: Spier, Peter. ISBN: 0-385-24469-X Published: 1980

Call Number	Barcode	Price	Acquired	Removed By
155.2 SPI	WUD334056	$15.95	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

3/19/2026 - Copies Removed: 84

Was Available -- Weeded -- Total Circulations: 0

PEOPLE IN ANTARCTICA : ANTARTICA. (Removed: 1)

Author: STONE, LYNN M. ISBN: 1-55916-142-6 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
919.8 STO	PH0008008	$10.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

THE PROGRESSIVE ERA AND WORLD WAR I : THE MAKING OF AMERICA. (Removed: 1)

Author: STONE, TANYA LEE. ISBN: 0-8172-5709-8 Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
940.3 STO	WUD50009737		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The puzzle of books (Removed: 1)

Author: Kehoe, Michael. ISBN: 0-87614-169-6 Published: 1982

Call Number	Barcode	Price	Acquired	Removed By
070.5 KEH	PH0000013		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Rand McNally student's world atlas. (Removed: 1)

ISBN: 0-528-83699-4 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
912 Ran	WUD327584	$13.60	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Science in ancient Rome (Removed: 1)

Author: Harris, Jacqueline L. ISBN: 0-531-20354-9 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
937 HAR	T 13923	$18.75	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Secrets of the Mummies pb. (Removed: 1)

Author: Tanaka, Shelley.

Call Number	Barcode	Price	Acquired	Removed By
paperback 932 TAN	WUD331999		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/19/2026 - Copies Removed: 84

Sense suspense : a guessing game for the five senses (Removed: 1)

Author: McMillan, Bruce. ISBN: 0-590-47904-0 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
152.1 MCM	WUD3000098	$14.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Shipwreck at the bottom of the world : the extraordinary true story of Sha (Removed: 1)

Author: Armstrong, Jennifer, 1961- ISBN: 0-375-81049-8 Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
919.8 ARM	WUD333579	$15.59	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Spend the day in ancient Egypt : projects and activities that bring the pa (Removed: 1)

Author: Honan, Linda. ISBN: 0-471-29006-8 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
932 HON	T 61302	$13.61	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Sumerians. (Removed: 1)

Author: Lansing, Elizabeth.

Call Number	Barcode	Price	Acquired	Removed By
913.03 LAN	WUD3003741		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/24/2023	Discard

Was Available -- Weeded -- Total Circulations: 2

Tibet : through the red box (Removed: 1)

Author: Sis, Peter, 1949- ISBN: 0-374-37552-6 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
951 SIS	WUD333590	$24.14	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Trapped by the Ice! : Shackleton's Amazing Antarctic Adventure. (Removed: 1)

Author: McCurdy, Michael. Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
PB 919.98 MCC	T 7003264		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/19/2026 - Copies Removed: 84

True-life treasure hunts (Removed: 1)

Author: Donnelly, Judy. ISBN: 0-679-83980-1 Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
910.4 DON	WUD333746	$8.75	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Vampireology : the true history of the fallen ones (Removed: 1)

Author: [illustrations by Gary Blythe ... [et al.]]. ISBN: 0-7636-4914-7 Published: 2010

Call Number	Barcode	Price	Acquired	Removed By
031 VAM	T 46896	$16.99	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/10/2025	Discard

Was Available -- Weeded -- Total Circulations: 9

Visual Timeline of the 20th Century (Removed: 1)

Author: Adams, Simon. ISBN: 0-7894-0997-6 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
909 ADA	WUD320682	$0.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/11/2024	Discard

Was Available -- Weeded -- Total Circulations: 1

What do we know about the Romans? (Removed: 1)

Author: Corbishley, Mike. ISBN: 0-87226-352-5 Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
937 COR	PH0003571		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Where Poppies Grow : A World War I Companion. (Removed: 1)

Author: Granfield, linda. Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
940.3 GRA	T 7003288	$20.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Witches and witch-hunts : a history of persecution (Removed: 1)

Author: Meltzer, Milton, 1915- ISBN: 0-590-48630-6 Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
133.4 MEL	WUD328923	$11.24	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/19/2026 - Copies Removed: 84

Wizards and witches (Removed: 1)

Author: Hamilton, John, 1959-. ISBN: 1-59197-716-9 Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
133 HAM	T 46374		8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation		10/31/2022	Discard

Was Available -- Weeded -- Total Circulations: 3

World War I (Removed: 1)

Author: Perritano, John. ISBN: 978-0-531-23209-5 (hardcover) Published: 2010

Call Number	Barcode	Price	Acquired	Removed By
940.3 PER	WUD331561		8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

3/13/2026 - Copies Removed: 27

9/11 (Removed: 1)

Author: Louise I. Gerdes, editor. ISBN: 0-7377-4793-5 Published: 2010

Call Number	Barcode	Price	Acquired	Removed By
973.931 9	T 46937	$31.76	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated		10/24/2022	Discard

Was Available -- Weeded -- Total Circulations: 1

After the Storm : War in the Gulf - Operation Desert Storm. (Removed: 1)

Author: Italia, Bob. Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
940.62 ITA	WUD50010231	$17.00	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Black potatoes : the story of the great Irish famine, 1845-1850 (Removed: 1)

Author: Bartoletti, Susan Campbell. ISBN: 0-618-00271-5 Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
941.508 BAR	WUD333486	$18.36	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Build strong : the history of Camp Wawayanda/Frost Valley YMCA : 100 years (Removed: 1)

Author: Galusha, Diane. ISBN: 0-9675828-4-9 Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
PBK 974.7 GAL	WUD331738		8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated			Discard

3/13/2026 - Copies Removed: 27

Was Available -- Weeded -- Total Circulations: 0

Children of Clay : a family of Pueblo potters (Removed: 1)

Author: Swentzell, Rina. ISBN: 0-8225-9627-X Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
978.9 SWE	WUD330059	$0.00	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Dust to eat : drought and depression in the 1930's (Removed: 1)

Author: Cooper, Michael L., 1950- ISBN: 0-618-15449-3 Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
973.917 COO	WUD333871	$16.31	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Explorers of the New World (Removed: 1)

Author: Jake Mattox, book editor. ISBN: 0-7377-2171-5 Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
970.01 EXP	WUD334831	$23.06	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Freedom's Children pb. (Removed: 1)

Author: Levine, Ellen.

Call Number	Barcode	Price	Acquired	Removed By
973 LEV	WUD321090		8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

The great Chicago fire (Removed: 1)

Author: Owens, L. L. ISBN: 1-59928-851-6 Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
977.3 OWE	T 60405	$23.95	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

How the states got their shapes (Removed: 1)

Author: Stein, Mark, 1951- ISBN: 0-06-143139-7 Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
973 STE	T 60426	$12.79	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

3/13/2026 - Copies Removed: 27

Hurry freedom : African Americans in Gold Rush California (Removed: 1)

Author: Stanley, Jerry, 1941- ISBN: 0-517-80094-2 Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
979.4 STA	WUD333529	$19.12	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Ice maiden of the Andes (Removed: 1)

Author: Buell, Janet. ISBN: 0-8050-5185-6 (trade) Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
985 BUE	WUD325134	$15.93	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Jamestown, 1607 (Removed: 1)

Author: Cooper, Michael L., 1950- ISBN: 0-8234-1948-7 Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
973.2 COO	WUD335413	$19.08	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

The Jamestown Colony (Removed: 1)

Author: January, Brendan, 1972- ISBN: 0-7565-0043-5 Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
975.5 JAN	T 950		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

A Kids Visit to Colonial Williamsburg. (Removed: 1)

Author: Candice F. Ransom. ISBN: 0-02-147732-9

Call Number	Barcode	Price	Acquired	Removed By
973.2 RAN	T 4420423		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

The kitchen (Removed: 1)

Author: Kalman, Bobbie, 1947- ISBN: 0-86505-484-3 (bound) Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
973.5 KAL	WUD6000651		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

3/13/2026 - Copies Removed: 27

Many thousand gone : African Americans from slavery to freedom (Removed: 1)

Author: Hamilton, Virginia. ISBN: 0-394-82873-9 (trade) Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
973.7 HAM	WUD325156	$12.44	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

The Mayflower and the pilgrims' new world (Removed: 1)

Author: Philbrick, Nathaniel. ISBN: 978-0-399-24795-8 (hardcover) Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
973.2 PHI	WUD7203690		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		4/26/2021	Discard

Was Available -- Weeded -- Total Circulations: 1

The Native American peoples of New York City (Removed: 1)

Author: Tan, Richard. ISBN: 1-44885724-4 Published: 2011

Call Number	Barcode	Price	Acquired	Removed By
974.7 TA	T 48129	$5.12	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

The Oregon Trail and westward expansion : a history perspectives book (Removed: 1)

Author: Marciniak, Kristin. ISBN: 1-62431-419-8 Published: 2014

Call Number	Barcode	Price	Acquired	Removed By
978 MAR	T 60759	$19.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

People of the breaking day (Removed: 1)

Author: Sewall, Marcia. ISBN: 0-689-31407-8 Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
973 S	WUD3005178	$14.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Tell Them We Remember: The Story of the Holocaust : with images from the U (Removed: 1)

Author: Bachrach,Susan D. ISBN: 0-316-69264-6 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
940.5 BAC	WUD319344	$21.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

3/13/2026 - Copies Removed: 27

The Teton Sioux (Removed: 1)

Author: Bonvillain, Nancy. ISBN: 0-7910-1688-9 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
970.3 BON	WUD7001588		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Thunder at Gettysburg : Drawings by Stephen Gammell. (Removed: 1)

Author: Gauch, Patricia Lee. Published: 1975

Call Number	Barcode	Price	Acquired	Removed By
973.9 GAU	WUD50020119		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Timeline of the Civil War : the Ultimate Guide To the War That Defined Ame (Removed: 1)

Author: Wright, John D. Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
973.7 WRI	WUD7202612	$24.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

The Vikings (Removed: 1)

Author: Nicholson, Robert. ISBN: 0-590-46120-6 Published: 1991

Call Number	Barcode	Price	Acquired	Removed By
948 NIC	WUD331587		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

What do you know about the Gold Rush? (Removed: 1)

Author: George, Lynn. ISBN: 1-40424188-4 Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
979.4 GEO	T 60748	$16.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

2/19/2026 - Copies Removed: 1

American inventors, entrepreneurs, and business visionaries (Removed: 1)

Author: Carey, Charles W. ISBN: 0-8160-4559-3 Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
920 CAR	WUD335563	$55.25	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Other			Donation

2/19/2026 - Copies Removed: 1

Was Available -- Weeded -- Total Circulations: 0

2/3/2026 - Copies Removed: 4

The Battle of Jericho (Removed: 1)

Author: Draper, Sharon M. (Sharon Mills) ISBN: 0-689-84233-3 Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
FIC DRA	WUD333809	$10.15	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage			Discard

Was Available -- Weeded -- Total Circulations: 0

Jackie Robinson and the story of all-Black baseball (Removed: 1)

Author: O'Connor, Jim. ISBN: 0-394-82456-3 Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
921 ROB	PH0007930	$2.95	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
BIO Sports Baseball	Poor Condition/Damage		1/13/2026	Discard

Was Available -- Weeded -- Total Circulations: 1

The pebble first guide to songbirds (Removed: 1)

Author: Kudela, Katy R. ISBN: 1-42962244-X Published: 2009

Call Number	Barcode	Price	Acquired	Removed By
E 598.8 KUD	T 47905		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
EZ NF Birds Bin	Poor Condition/Damage		2/3/2026	Discard

Was Available -- Weeded -- Total Circulations: 2

There's a boy in the girls' bathroom (Removed: 1)

Author: Sachar, Louis, 1954-. ISBN: 0-394-80572-0 (pbk.) Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
FIC SAC	WUD50020645		4/13/2021	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Blue Dot Shelf (Mid level fiction)	Poor Condition/Damage			Discard

Was Available -- Weeded -- Total Circulations: 0

10/30/2025 - Copies Removed: 1

Molly's story : an heartwarming tale of a dog and her girl : a Dog's purpo (Removed: 1)

Author: Cameron, W. Bruce, ISBN: 978-1-50946085-4 Published: 2017

Call Number	Barcode	Price	Acquired	Removed By
FIC CAM	WUD337104	$64.99	9/1/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		10/28/2025	Discard

Was Available -- Weeded -- Total Circulations: 40

10/24/2025 - Copies Removed: 3

10/24/2025 - Copies Removed: 3

The amazing Spider-man : the ultimate guide (Removed: 1)

Author: DeFalco, Tom. ISBN: 978-0-7566-2675-4 Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
741.5 DEF	T 45793		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		3/20/2025	Discard

Was Available -- Weeded -- Total Circulations: 8

Dog Man (Removed: 1)

Author: Pilkey, Dav. ISBN: 978-0-545-58160-8 Published: 2016

Call Number	Barcode	Price	Acquired	Removed By
GN PIL	T 61376		9/29/2023	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		10/14/2025	Discard

Was Available -- Weeded -- Total Circulations: 8

My side of the mountain (Removed: 1)

Author: George, Jean Craighead, 1919-. ISBN: 1-42817917-8 Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
AUD GEO	T 46976	$68.75	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		10/21/2025	Discard

Was Available -- Weeded -- Total Circulations: 13

10/20/2025 - Copies Removed: 3

In the Year of the Boar and Jackie Robinson (Removed: 1)

Author: Lord, Bette. ISBN: 1-60514-780-X Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
PWY FIC LOR	000060029	$59.99	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		10/20/2025	Discard

Was Available -- Weeded -- Total Circulations: 6

Rabbit Ears stories by Beatrix Potter (Removed: 1)

Author: Potter, Beatrix, 1866-1943. ISBN: 0-7393-7533-4 Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
PWY 398.2 RAB	000060055	$34.99	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		10/2/2023	Discard

Was Available -- Weeded -- Total Circulations: 4

Star wars, attack of the clones : incredible cross-sections (Removed: 1)

Author: Saxton, Curtis. ISBN: 0-7894-8574-5 Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
791.43 SAX	T 46265	$17.00	8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Star Wars/Graphic Shelf	Poor Condition/Damage		4/10/2025	Discard

10/20/2025 - Copies Removed: 3

Was Available -- Weeded -- Total Circulations: 3

10/16/2025 - Copies Removed: 2

Big Nate : Strikes Again (Removed: 1)

Author: Lincoln Peirce. ISBN: 978-1-50940976-1

Call Number	Barcode	Price	Acquired	Removed By
PWY FIC PEI	WUD340014		11/2/2021	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Poor Condition/Damage		10/15/2025	Discard

Was Available -- Weeded -- Total Circulations: 35

MARK OF ATHENA. (Removed: 1)

Author: PWY FIC RIO, 0 -9 Td (MARK OF ATHENA \(UNABRIDGED\) Riordan, Rick.

Call Number	Barcode	Price	Acquired	Removed By
PWY FIC RIO	WUD340013		8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Poor Condition/Damage		5/20/2025	Discard

Was Available -- Weeded -- Total Circulations: 42

9/30/2025 - Copies Removed: 1

World of Ninjago : official guide (Removed: 1)

Author: West, Tracey, 1965-. ISBN: 978-0-545-80801-9 Published: 2015

Call Number	Barcode	Price	Acquired	Removed By
688.7 WES	T 49142	$11.09	8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
LEGO	Poor Condition/Damage		9/30/2025	Discard

Was Available -- Weeded -- Total Circulations: 9

9/17/2025 - Copies Removed: 3

Girls in pants : the fhird summer of the sisterhood (Removed: 1)

Author: Brashares, Ann.

Call Number	Barcode	Price	Acquired	Removed By
Fic BRA	WUD331071		8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Poor Condition/Damage			Discard

Was Available -- Weeded -- Total Circulations: 0

The Second Summer of the Sisterhood. (Removed: 1)

Author: Brashares, Ann. Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
FIC BRA	T 7003302		8/11/2020	admin102
Sublocation	**Reason**	**Funding Source**	**Last Circ.**	**Disposal Method**
	Poor Condition/Damage		3/27/2023	Discard

Was Available -- Weeded -- Total Circulations: 3

9/17/2025 - Copies Removed: 3

The Sisterhood of the traveling pants (Removed: 1)

Author: Brashares, Ann.

Call Number	Barcode	Price	Acquired	Removed By
FIC BRA	WUD331070		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		2/12/2025	Discard

Was Available -- Weeded -- Total Circulations: 1

9/12/2025 - Copies Removed: 2

Dinosailors (Removed: 1)

Author: Lund, Deb. ISBN: 0-15-204609-7 (Hardcover) Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
E LUN	T 7002227		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
EZ NF Dinosaur Bin	Poor Condition/Damage			Discard

Was Available -- Weeded -- Total Circulations: 0

Gamebirds : a guide to North American species and their habits (Removed: 1)

Author: Sprunt, Alexander, 1898-1973. ISBN: 0-307-63513-9 Published: 1961

Call Number	Barcode	Price	Acquired	Removed By
598.2 SPR	PH0001441		8/11/2020	admin102

Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
Field Guide Bird Bin--Window Orange Dot	Poor Condition/Damage			Discard

Was Available -- Weeded -- Total Circulations: 0

Deleted: 0, Transferred: 0, Weeded: 186

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: May 13, 2026

To: Mónica LaClair, Assistant Superintendent for Business

From: Kyle Harjes

Subject: Misc. Surplus Items

The manlift has reached the end of their useful life and is in poor condition. Our office recommends that the Board of Education declare this as surplus property. The lift will be sold to the highest bidder at Auction.
Thank You.

May 4, 2026

Victoria McLaren, Superintendent
196 Main Street,
Onteora, NY 12561

CC: Amanda Allison, Assistant Superintendent
Onteora Central School District

Re: Mental Health Intensive School Support Services Agreement for 2026-2027

Dear Victoria McLaren:

This agreement beginning September 1, 2026 is made between Astor Services, (hereinafter referred to as Astor) and the Onteora Central School District (hereinafter referred to as Onteora).

Astor agrees to hire 1 FTE licensed mental health practitioner to provide intensive school support services directly onsite to Onteora Middle School and Onteora High School. The hired mental health practitioner is an employee of Astor and shall be subject to the employment practices and policies of Astor Services. Their supervision, both clinically and administratively, shall be the sole responsibility of Astor. Onteora shall designate a specific member(s) of their staff who shall directly relate to the designated member of Astor relating to all mental health staff directions or requests. The mental health practitioner shall remain under the supervision and control of Astor; provided, however, that it is understood and agreed that while on school grounds, Astor, its employees and agents, shall obey all Onteora's rules and regulations and must follow all reasonable directives of Onteora's administrators.

Astor shall provide onsite mental health staff at the schools as indicated; provide clinical supervision of all staff; maintain all records pertaining to students and families seen; complete all forms necessary to carry out his/her function; coordinate all referrals of students seen with community resources; consult with teachers and other appropriate school personnel; conduct family sessions as needed; provide outreach services to families and students; collect data to document impact of program; provide in-classroom support, and conduct or arrange for staff development and support as requested by Onteora. Astor will assist in crisis de-escalation, but will not, under any circumstance, administer holds on students.

The services provided pursuant to this agreement shall be performed in accordance with the standard of skill, ethics and practice required of persons providing such services in the State of New York and Astor will, at all times, comply with all laws and regulations governing the provision of such services, including but not limited to, licensing, certification and educational requirements. Onteora shall not solicit to hire, employ, or retain any current employee (including any employee who is hired during the term of this agreement) of Astor in any capacity whatsoever, or solicit, aid, or induce any such

employee to leave the employ of Astor, or take any action to assist or aid any third parties in identifying, hiring or soliciting any such employee, in each case without the express written consent of Astor. This restriction shall not prevent Onteora from publishing any general solicitation of employment through an advertisement not targeted at employees of Astor, or hiring an individual that responds to such general solicitation.

Astor agrees that it and its employees and agents will not discriminate with respect to the provision of services hereunder on the grounds of race, religion, creed, color, national origin, gender, sexual orientation, disability, marital status, veteran status or other non-merit factors, nor discriminate against any individual on such grounds.

Confidential Information: Astor and Onteora understand and agree to maintain as confidential all information provided by the other party, including all documentary, electronic or oral information made known to Astor through any activity related to this agreement. Astor agrees not to reveal any confidential information regarding Onteora to any third party without Onteora's prior written consent.

Astor, being mindful of the privacy rights of the Onteora students and faculty, agrees to strictly maintain the confidentiality of any information Astor receives in the performance of the services under this agreement, under state and federal law requirements, including the Family Educational Rights and Privacy Act (FERPA) Regulations at 34 CFR Part 99. Astor further agrees, to the maximum extent required by law, to strict compliance with Sections 2-c and 2-d of the New York Education Law with respect to privacy requirements applicable to personally identifiable student data, classroom teacher information and building principal information that comes within Astor's possession and control, as may be defined in said laws. This obligation, if applicable, shall include, but not be limited to, the requirement of training its employees and agents who are assigned to perform services under this agreement in the privacy provision of said laws. In the event that Astor or Onteora fails to comply with the provisions set forth herein, the agreement shall be immediately terminated upon written notice to Astor and shall thereby become null and void, and of no further effect.

Said service is to be provided by Astor from September 1, 2026 through June 30, 2027 unless sooner terminated. As agreed upon, one (1.0) FTE licensed mental health practitioner will be employed during this contract period. In return for the services provided by Astor, Onteora hereby agrees to pay Astor the annual sum of $43,950 in monthly payments (see attached budget page).

Astor understands and agrees that it is responsible for complying with all applicable Federal, State and local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) law. Astor shall comply with all requirements and protocols as established by Onteora and the State Education Department (SED) including, but not limited to, fingerprinting. Astor further agrees that all employees and agents of Astor performing services hereunder must be cleared by SED in accordance with the provisions contained in the SAVE law prior to providing services to Onteora. Astor must provide proof to Onteora of such clearances. In the event that Astor utilizes an individual who is required to but has not obtained fingerprinting clearance with SED, Onteora shall have the right to immediately terminate this contract.

Onteora will provide office space that is confidential, safe and accessible to students and parents; provide accessibility to telephone and Internet service; provide locked file cabinets to store confidential records; provide other staff time as is appropriate to foster the goals of this program; introduce the Astor staff to the faculty, staff, and administration as early in the school year as is possible. If Onteora cannot provide adequate referrals to fill the Astor clinician's schedule, the Astor clinician will accept clients from co-located schools if applicable and/or tele-health clients from outside of Onteora. In addition, if Onteora cannot fill non-billable time, the Astor clinician will use that time to see additional clients. Onteora clients with never be turned away and will remain the first priority for the Astor clinician in both billable and non-billable services. These practices are put into place in order to ensure full time status of the Astor clinician.

Both parties will renegotiate the next year's contract 90 days before the end of the current contract year (or April 1 of each year). Either Party may terminate the contract at the expiration of the current agreement providing the Party that wishes to terminate the agreement notifies the other Party in writing of its intention to terminate 60 days before the end of the current agreement (or April 1). Failure to notify the other party 60 days before the end of the current contract shall not be construed as an extension of this agreement.

Insurance: Astor will obtain and maintain during the course of this agreement the following coverages, from insurers licensed to conduct insurance business in the State of New York.

A. Commercial General Liability Insurance – With minimum limits of $1,000,000 each occurrence; $1,000,000 Personal and Advertising Injury Liability; $5,000 Medical Expense; $100,000 damage to Rented Premises; and $3,000,000 each General and Products/Completed Operations Aggregates.

The policy will affirmatively provide coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse, harassment or similar sexual conduct.

B. Statutory New York State Workers' Compensation and Disability Insurance for all covered employees.

C. Professional Liability Insurance – With minimum limits of $1,000,000 per occurrence/$3,000,000 aggregate for the professional acts of Astor performed under this agreement. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this agreement. Coverage shall remain in effect for two years following completion of the work.

D. Umbrella/Excess Insurance – With a limit not less than $5,000,000 per occurrence/aggregate.

Astor shall be responsible for the payment of any of its deductibles or self-insured retentions. At Onteora's request, Astor shall provide a copy of the declaration page of the liability, workers' compensation and disability insurance policies. Failure to obtain and/or maintain the above insurance coverages shall be considered a material breach of this agreement and shall result in immediate termination of this agreement by Onteora, without notice required.

Astor shall hold Onteora harmless from and indemnify it from any final judgment of a court of competent jurisdiction for Astor's failure to perform its obligations hereunder or to the extent attributable to the negligence of Astor or of its officers or of its officers or employees when acting within the course and scope of this Agreement.

Onteora shall hold Astor harmless from and indemnify it from any final judgment of a court of competent jurisdiction for Onteora's failure to perform its obligations hereunder or to the extent attributable to the negligence of Onteora or of its officers or employees when acting within the course and scope of this Agreement.

Astor and Onteora hereby agree that in the event of any dispute between them relating to this agreement, they shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within 90 consecutive calendar days, they agree that the dispute will be negotiated between Astor and Onteora through mediation, if they can agree on a mediator. The costs of mediation shall be shared equally by Astor and Onteora. Otherwise any dispute shall be resolved by litigation in state courts of jurisdiction located in Ulster County, New York.

Neither party may assign or transfer all or any portion of this agreement. The provisions of this agreement may only be amended or waived by mutual agreement, in writing, signed by both Astor and Onteora.

_____	_____
Official Representative Onteora Central School District	Yvette Bairan, Chief Executive Officer Astor Services
	5/5/2026
_____	_____
Date	Date

Onteora Central School District Budget

September 1, 2026 – June 30, 2027
1 FTE Licensed Mental Health Practitioner
Monthly Payments: $4,395 (September – June)

Annual Total $43,950

Astor will provide evidence-based treatment, assessments, and evaluations as part of on-site Article 31 satellite school-based mental health clinic:

- Astor will provide evidenced-based co-occurring mental health and substance use education, screening/assessment, and treatment as applicable
- Onteora will provide appropriate space (following OMH regulations) for satellite clinic
- Astor will provide 1 full-time Master's level mental health clinician plus supervisory oversight
- The Astor clinician will have a 37.5-hour work week
  - Targeted Interventions: 22.5 hours weekly will be spent conducting individual, family, and parent only sessions, as well as potential groups sessions. These sessions will be billed by an Astor clinician to the students' insurance. (Non-Astor clients will not be billed for group sessions and fall under selective intervention time.)
  - Universal/Selective Interventions: No more than 15 hours weekly will be dedicated to clinic support services including consultation, meetings with school support staff, linkages & referrals, open office hours, non-billable intakes, outreach, and attend relevant meetings to ensure integration of Astor clinician with Onteora. (It will also account for the clinician's 30-minute lunch break.)

**3% COLA will be added to the annual cost per year*

SCHOOL COUNSELING PROGRAM

The district shall provide a counseling program to support students and staff in the pursuit of academic achievement, in social emotional well-being, and career exploration. A District plan for the K through 12 counseling program shall be filed in the district office and made available for public review. This plan shall be subject to annual review and revised as necessary in the following areas:

a) Identification of counseling program objectives;

b) Activities to accomplish the objectives;

c) Identification of staff members and other resources to accomplish the objectives;

d) Provisions for the annual assessment of program results.

Counseling Program (K through 5)

A coordinated counseling program in grades K through 5 shall be developed and implemented to:

a) Prepare students to participate effectively in their current and future educational programs;

b) Help those students exhibiting any attendance, academic, behavioral or adjustment problems;

c) Educate students concerning avoidance of child sexual abuse; and

d) Encourage parental involvement.

Counseling Program (6 through 12)

A coordinated guidance program in grades 6 through 12 shall be developed and implemented including the following activities and services:

a) Each student's educational progress and career plans will be reviewed annually;

b) Instruction at each grade level to help students learn about various careers and career planning skills;

c) Other advisory and counseling assistance which will benefit students such as helping students develop and implement postsecondary education and career plans; helping those

students exhibiting any behavioral or adjustment problems; and encouraging parental involvement;

d) Employment of personnel certified or licensed as school counselors.

8 New York Code of Rules and Regulations (NYCRR) Section 100.2(j)
Adopted: 6/29/09

SUBJECT: ALLEGATIONS OF FRAUD

Reporting and Investigations of Allegations of Fraud

All Board members and officers, District employees and third party consultants are required to abide by the District's policies, administrative regulations and procedures in the conduct of their duties. Further, all applicable federal and/or state laws and regulations must be adhered to in the course of District operations and practices. Any individual who has reason to believe that financial improprieties or wrongful conduct is occurring within the School System is to disclose such information according to the reporting procedures established by the District. The reporting procedures will follow the chain of command as established within the department or school building or as enumerated in the District's Organizational Chart. In the event that the allegations of financial improprieties/fraud and/or wrongful conduct concern the investigating official**,** the report shall be made to the next level of supervisory authority. If the chain of supervisory command is not sufficient to ensure impartial, independent investigation, allegations of financial improprieties/fraud and/or wrongful conduct will be reported as applicable, to the Internal Auditor (if available), or the Independent (External) Auditor, or the School Attorney, or the Board of Education. The District's prohibition of wrongful conduct, including fraud, will be publicized within the District as deemed appropriate; and written notification will be provided to all employees with fiscal accounting/oversight and/or financial duties including the handling of money.

Upon receipt of an allegation of financial improprieties/fraud and/or wrongful conduct, the Board or designated employee(s) will conduct a thorough investigation of the charges. However, even in the absence of a report of suspected wrongful conduct, if the District has knowledge of, or reason to know of, any occurrence of financial improprieties/fraud and/or wrongful conduct, the District will investigate such conduct promptly and thoroughly. To the extent possible, within legal constraints, all reports will be treated as confidentially and privately to the extent permitted by law. However, disclosure may be necessary to complete a thorough investigation of the charges and/or to notify law enforcement officials as warranted, and any disclosure will be provided on a "need to know" basis. Written records of the allegation, and resulting investigation and outcome will be maintained in accordance with law.

Based upon the results of this investigation, if the District determines that a school official has engaged in financial improprieties/fraudulent and/or wrongful actions, appropriate disciplinary measures may be applied, up to and including termination of employment, in accordance with legal guidelines, District policy and regulation, and any applicable collective bargaining agreement. Third parties who are found to have engaged in financial improprieties/fraud and/or wrongful conduct may also be subject to appropriate sanctions as warranted and in compliance with law. *The application of such disciplinary measures by the District does not preclude the filing of any civil and/or criminal charges as may be warranted* ***or*** *the notification to law authorities as deemed appropriate.*

SUBJECT: ALLEGATIONS OF FRAUD (Cont'd.)

An appeal procedure will also be provided, as applicable, to address any unresolved complaints and/or unsatisfactory prior determinations by the applicable investigating officer(s).

Protection of School Employees who Report Information Regarding Illegal or Inappropriate Financial Practices

Any employee of the School District who has reasonable cause to believe that the fiscal practices or actions of an employee or officer of the District violates any local, state, federal law or rule and regulation relating to the financial practices of the District, and who in good faith reports such information to an official of the District, or to the Office of the State Comptroller, the Commissioner of Education, or to law enforcement authorities, shall have immunity from any civil liability that may arise from the making of such report. Further, neither the School District, nor employee or officer thereof, shall take, request, or cause a retaliatory action against any such employee who makes such a report.

Prohibition of Retaliatory Behavior (Commonly Known as "Whistle-Blower" Protection)

The Board also prohibits any retaliatory behavior directed against any witnesses and/or any other individuals who participate in the investigation of an allegation of illegal or inappropriate fiscal practices or actions. Follow-up inquiries shall be made to ensure that no reprisals or retaliatory behavior has occurred to those involved in the investigation. Any act of retaliation is prohibited and subject to appropriate disciplinary action by the District.

Knowingly Makes False Accusations

Any individual who knowingly makes false accusations against another individual as to allegations of financial improprieties/fraud may also face appropriate disciplinary action.

Education Law Section 3028-d

Adopted: 2/8/11

Non-Instructional/Business
Operations

SUBJECT: "WHISTLE-BLOWER" PROTECTION POLICY

Employees, who have a reasonable belief that the conduct which he/she complains of constitutes a violation of law, rule or regulation by the School District, are protected by New York State Civil Service Law Section 75-b. Accordingly, the District shall take no action to terminate an employee, or take any adverse personnel action affecting an employee's compensation, appointment, promotion, transfer, assignment, reassignment, reinstatement or evaluation of performance because he/she disclosed information to a governmental body regarding a violation of law, rule or regulation where the violation; 1) creates and presents a substantial and specific danger to the public health or 2) is one which the employee reasonably believes to be true and reasonably believes constitutes an improper School District action. This includes complaints regarding suspected violations of state testing procedures.

Before reporting any such information to another governmental agency, and in order to obtain the protections of Civil Service Law Section 75-b, an employee must make a good faith effort to provide the Superintendent, or where the allegations involve the Superintendent, the Board of Education, with the information to be disclosed. Neither the School District nor its employees or officers shall retaliate against any employee who makes a good faith report regarding a violation of law, rule or regulation.

Adopted: 2/4/14

DISCLOSURE OF WRONGFUL CONDUCT
(Whistleblower Policy)

The Board of Education expects officers and employees of the district to fulfill the public's trust and to conduct themselves in an ethical manner, abiding by all district policies and regulations and by all applicable state and federal laws and regulations.

However, when district officers or employees know or have reasonable cause to believe that instances of wrongful conduct (e.g., mismanagement of district resources, unethical behavior, violations of law or regulation, and/or abuse of authority) have occurred, they are encouraged, if they feel comfortable, to report such wrongful conduct to the Board or one of its designated officers. Alternatively, or in addition, district employees may report their concerns to a governmental agency or entity.

For purposes of this policy, the term "wrongful conduct" includes, but is not limited to:

- theft of district money, property, or resources;
- misuse of authority for personal gain or other non-district purpose;
- fraud;
- conflicts of interest or abuse by district officers or employees relating to their office or employment;
- actions that present a substantial or specific danger to public health or safety;
- actions that compromise the security and integrity of the districts or state's testing program;
- violations of applicable federal and state laws and regulations; and/or
- serious violations of district policy, regulation, and/or procedure.

Internal Reporting and Investigation

Employees and officers who know or have reasonable cause to believe that wrongful conduct has occurred are encouraged to report such conduct, if they feel comfortable, to the Board of Education, or the Superintendent of Schools (or designee) or School Attorney, Internal Auditor, External/Independent Auditor, or Audit Committee, who must notify the Board. Building Principals or other supervisory personnel may also receive such reports, and must notify the Superintendent, unless the Superintendent is a subject of the report. Upon receiving a report of alleged wrongful conduct, the Board, Superintendent or designee may take immediate steps to authorize an investigation.

Staff members who suspect that a violation of state testing procedures has occurred by a certified educator, or non-certified individual involved in the state testing program, must report their concerns to the State Education Department (SED) in the manner prescribed by the Commissioner of Education. Employees are also encouraged, if they feel comfortable, to report concerns to the Superintendent or Board of Education. Any Building Principal receiving such a report must relay this information to the Superintendent, or directly to the Board, if the Superintendent is a subject of the report.

The Board or Superintendent or designee must maintain a written record of the allegation and the results of any investigation. The Board or Superintendent or designee may also refer the matter to any appropriate entity or agency (e.g., auditors, police, SED, State Comptroller, etc.), and the Superintendent or designee will notify the Board when appropriate to do so.

Except as otherwise provided in either state and/or federal law, the Board-designated officer will make all reasonable attempts to protect the identity of the employee making the disclosure in a confidential manner, as long as doing so does not interfere with conducting an investigation of the specific allegations or taking corrective action.

The district will not take adverse employment action against an employee who has, in good faith, notified the district and/or a governmental body of wrongdoing, including but not
Employees and officers who know or have reasonable cause to believe that wrongful conduct has occurred are encouraged to report such conduct, if they feel comfortable, to the Board of Education, or the Superintendent of Schools (or designee) or School Attorney, Internal Auditor, External/Independent Auditor, or Audit Committee, who must notify the Board. Building Principals or other supervisory personnel may also receive such reports, and must notify the Superintendent, unless the Superintendent is a subject of the report. Upon receiving a report of alleged wrongful conduct, the Board, Superintendent or designee may take immediate steps to authorize an investigation.

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The Board or Superintendent or designee must maintain a written record of the allegation and the results of any investigation. The Board or Superintendent or designee may also refer the matter to any appropriate entity or agency (e.g., auditors, police, SED, State Comptroller, etc.), and the Superintendent or designee will notify the Board when appropriate to do so.

Except as otherwise provided in either state and/or federal law, the Board-designated officer will make all reasonable attempts to protect the identity of the employee making the disclosure in a confidential manner, as long as doing so does not interfere with conducting an investigation of the specific allegations or taking corrective action.

The district will not take adverse employment action against an employee who has, in good faith, notified the district and/or a governmental body of wrongdoing, including but not the Superintendent of Schools may establish regulations necessary to implement this policy.

This policy and any accompanying regulations will be published in employee handbooks, posted in employee lounges, and given to all employees with fiscal accounting and/or money handling responsibilities on an annual basis.

The Superintendent of Schools, the Auditor, the School Attorney and others involved in implementing this policy will meet with the Board once a year to evaluate the effectiveness of this policy and to make appropriate adjustments, if any, to the policy and any accompanying regulations.

Ref: Civil Service Law §75-b
Education Law §3028-d
Labor Law §740
8 NYCRR §§102.3, 102.4 (testing misconduct)

Matter of Brey v. Bd. of Educ., 245 A.D. 2d 613 (3rd Dept. 1997) (termination based on work deficiency, not retaliation)

Adoption date:

Non-Instructional/Business
Operations

SUBJECT: CASH IN SCHOOL BUILDINGS

Cash In School Buildings

Under no circumstances shall checks or cash be left in classroom areas or desks. All monies shall be locked in the Main Office vault. Only authorized personnel designated by the building administrator shall be allowed in the Main Office vault. The District will not be responsible for funds left unprotected.

All funds, whether District or extraclassroom funds, shall be deposited in a timely manner.

Education Law Section 1709(29)
8 New York Code of Rules and Regulations
(NYCRR) Section 170.4

Adopted: 1/7/14

SUBJECT: ACCOUNTING OF FIXED ASSETS

The School Business Official shall be responsible for accounting for general fixed assets according to the procedures outlined by the Uniform System of Accounts for School Districts. These accounts will serve to:

a) Maintain a physical inventory of assets;
b) Establish accountability;
c) Determine replacement costs; and
d) Provide appropriate insurance coverage.

All fixed assets carrying a minimum value established by the Board that have a useful life of one (1) year or more and physical characteristics which are not appreciably affected by use or consumption shall be inventoried and recorded on an annual basis. Fixed assets shall include land, buildings, equipment and materials. Equipment shall be viewed as stand alone items, not components of a larger item, having a purchase price of five thousand dollars ($5,000) or greater and not considered to be an ordinary contingent expense.

Assets shall be recorded at initial cost or, if not available, at estimated initial cost; gifts of fixed assets shall be recorded at estimated fair value at the time of the gift. A property record will be maintained for each asset and will contain, where possible, the following information:

a) Date of acquisition;
b) Description;
c) Cost or value;
d) Location;
e) Responsible official;
f) Estimated useful life;
g) Date and method of disposition.

The School Business Official shall arrange for the periodic inventory and appraisal of School District property, equipment and material. Any discrepancies between an inventory and the District's property records on file should be traced and explained.

Adopted: 10/13/15

Book	OCSD Policy Manual
Section	5000 Non-Instructional/Business
Title	Medicaid Fraud Waste and Abuse Detection and Prevention Compliance
Number	5580
Status	Active
Legal	18 NYCRR Part 521
Adopted	March 2, 2010

As New York State has legislated requirements for certain school districts receiving reimbursement or submitting Medicaid claims regarding the detection and prevention of fraud, waste and abuse, the Board of Education of the Onteora Central School District hereby enacts the following policy:

I. INTRODUCTION

The Onteora Central School District has developed this Fraud, Waste and Abuse ("FWA") Compliance Policy as a comprehensive statement of the responsibilities and obligations of all employees and contractors regarding submissions of information on which payment is made or submitted to Medicaid. This policy is intended to apply to business arrangements with physicians, vendors, subcontractors, hospitals, related service providers, agents, and other persons who may be subject to federal or state laws relating to FWA.

Detecting and preventing FWA is the responsibility of everyone, including employees, members, providers and sub-contractors. The District also provides compliance training.

1. Definitions of FWA

> **Fraud** - An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself/herself or some other person. It includes any act that constitutes fraud under applicable federal or state law.
> **Waste and Abuse** - Incidents or practices that are inconsistent with legal, ethical, accepted and sound business, fiscal or medical practices that result in unnecessary cost to health programs, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes Medicaid, School Supportive Health Services Program ("SSHSP"), and commercial plan member practices that result in unnecessary costs to a health program.

Listed below are some examples of potential FWA:
Falsifying Claims/Encounters
Alteration of Claim
Incorrect Coding
Double Billing
Billing for services not provided
Misrepresentation of services/supplies
Substitution of services

II. CODE OF ETHICS

Any employee who in good faith believes s/he has knowledge of a potential violation of this policy, must report this information to the District directly to the Compliance Officer. Alternatively, an employee may report the violation to the District's Legal Counsel. Violations of this policy or failure to report a known violation of the policy is considered to be a serious infraction of District procedures, and may result in the imposition of disciplinary action up to and including termination. No employee shall be subjected to intimidation or retaliation solely for the good faith reporting of a suspected violation.

III. EMPLOYEE PARTICIPATION AND REPORTING

It is the responsibility of every District employee to abide by applicable laws and regulations and support the District's compliance efforts by:

1. being alert to potential compliance issues relevant to their activities;

2. seeking advice from the Compliance Officer or the District's Legal Counsel regarding compliance issues as appropriate;

3. reporting their good faith belief of any suspected, actual or potential compliance violations including FWA;

4. cooperating in the investigation of compliance reports; and

5. being completely honest in all dealings with federal and state agencies and representatives.

The District shall maintain confidentiality and provide anonymity to the employee(s) to the extent possible under the circumstances, and consistent (in the judgment of the District) with its obligations to investigate employee concerns and take necessary corrective action. Any retaliation or intimidation against an employee as a result of such good faith reporting or as a result of an employee's cooperation in the investigation of such a report shall be strictly prohibited.

IV. COMPLIANCE OFFICER

The Compliance Officer is the individual within the District responsible for the day to day operation of the compliance program. The Compliance Officer shall be the coordinator for special seminars and education on compliance issues, expectations, and the compliance program operation to ensure that:

1. All employees, including new employees, are receiving adequate education and training and that such education and training is documented;

2. All employee complaints and other concerns regarding compliance are promptly investigated; and

3. Adequate steps are taken to correct any identified problems and prevent the reoccurrence of such problems.

V. REPORTING SUSPECTED VIOLATIONS

Employees shall report their good faith belief of suspected, actual, or potential violations of the compliance program, including FWA or applicable laws, either orally or in writing to the Compliance Officer. Alternatively, the employee may report the violation to the District's Legal Counsel. The District shall maintain confidentiality and provide anonymity to the employee(s) making such report to the extent possible under the circumstances.

VI. DISCIPLINARY POLICIES

Should an employee intentionally fail to report suspected problems with FWA, participate in FWA under this policy, or encourage, direct, facilitate or permit active or passive non-compliant FWA behavior, such action or inaction may lead to disciplinary action in accordance with provisions of applicable collective bargaining agreements and state and federal law.

VII. MONITORING AND AUDITING

Procedures for Internal Monitoring and Auditing of FWA

As an integral part of its commitment to prevent FWA, the District has developed, and shall continue to develop and refine procedures for effective internal monitoring and auditing for FWA and shall conduct Risk Assessments to detect and prevent FWA.

1. Internal Auditing and Monitoring

In order to detect non-compliance with the Compliance Program and to detect FWA, the District shall periodically monitor, internally audit, and as appropriate, externally audit the business activities of the District including, but not limited to, the auditing of the health and pharmacy claims and other compliance audits. Audits may also consist of evaluation of potential or actual non-compliance as a result of such self-evaluations, credentialing of providers and persons associated with providers, mandatory reporting, governance, and quality of care of medical assistance program beneficiaries.

Auditing and monitoring of FWA may be performed utilizing any of the following:
a. unannounced internal audits or “spot checks;”

b. review of areas previously found non-compliant to determine if the corrective actions taken have fully addressed the underlying problem;
c. use of objective, independent auditors that are knowledgeable of the Medicare, Medicaid program requirements and who are not employed in the area under review; and
d. access to existing audit resources, relevant personnel, and relevant areas of operation by both internal and independent auditors.

2. Informal Audits and Monitoring

Monitoring activities refer to reviews that are repeated on a regular basis during the normal course of operations. Monitoring may occur to ensure corrective actions are undertaken or when no specific problems have been identified to confirm ongoing compliance.

3. Risk Assessment

The District shall have a risk assessment system that determines where the District is at risk for FWA, and shall prioritize the risks. The Compliance Officer shall participate in or contribute to the risk assessment process. The District shall have a system of ongoing monitoring and auditing that is coordinated or executed by the Compliance Officer to assess performance in, at a minimum, areas identified as being at risk.

VIII. RESPONDING TO COMPLIANCE ISSUES

1. General

The District is committed to investigating any incident of noncompliance with the District's Compliance policy, significant failures to comply with applicable federal or state law, and other types of misconduct which threatens or calls into question the District's status as a reliable, honest, and trustworthy entity. Fraudulent or erroneous conduct that has been detected, but not corrected, can seriously endanger the reputation and legal status of the District. In this regard, the District has developed internal and external audit procedures and encourages employees to report FWA on their own initiative.

2. Investigation of and Correcting Potential Violations

Upon receipt of reports or reasonable indications of suspected noncompliance or FWA, the Compliance Officer, or his/her designee, will investigate the allegation(s) to determine whether a material violation of applicable law or requirements of the District's Compliance Program has occurred. Generally, investigation of a violation will be conducted by the Compliance Officer or his/her designee, and will normally include conferring with the parties involved, any named or apparent witnesses, review of all relevant records and documentation, and analysis of applicable laws and regulations.

In the event any material violation of this Compliance Program, or if any incident of fraud is determined by the Compliance Officer, the Compliance Officer shall immediately take appropriate actions, including:

a. refer any abusive or potentially fraudulent conduct or inappropriate utilization activities, once identified via proactive data analysis or other processes, for further investigation to the Center for Medicare and Medicaid Services ("CMS"), the Office of Inspector General ("OIG"), the New York State Attorney General, or other state or federal agency as appropriate;
b. immediately report potential violations of Federal law to the CMS, OIG, or, alternatively, to appropriate law enforcement authorities;
c. cooperate with the above mentioned agencies;
d. identify and repay any overpayments to the appropriate party; and
e. discipline any employees or plan members who engage in fraud or abusive practices in accordance with applicable collective bargaining agreements, up to and including termination.

The results of any investigations shall be thoroughly documented. Investigation records shall include a description of the investigative process, copies of interview notes and key documents, a log of individuals interviewed and documents reviewed, the results of the investigation, and any disciplinary or corrective actions taken. Precautions shall be taken to ensure that critical documents are not destroyed without permission of the Compliance Officer and approval of Legal Counsel, and are retained in accordance with statutory guidelines regarding retention.

3. Corrective Action

Corrective Action should be taken promptly following completion of the investigation. If an audit or investigation reveals a material violation of this policy, the Compliance Officer shall draft a corrective plan of action, and establish deadlines by which corrective action must take place. Possible corrective actions include, but are not limited to, refunds of any overpayment received, employee disciplinary action up to and including termination, and reporting to federal or state authorities.
All corrective actions shall be documented, and include progress reports with respect to each error identified. Any decision whether to disclose the results of investigations or audits to federal or state authorities shall be made in consultation with Legal Counsel.

SUBJECT: HAZARDOUS WASTE AND HANDLING OF TOXIC SUBSTANCES BY EMPLOYEES

The Board of Education recognizes the need to protect human health and the environment from damage resulting from the improper handling of hazardous wastes.

The management of hazardous waste from its point of generation to the ultimate disposal is regulated through specific Federal and State laws.

The Board directs the Superintendent to adopt rules to insure District implementation of applicable Federal and State laws pertaining to the identification, transportation, treatment, storage, and disposal of hazardous wastes.

Environmental Protection Agency
40 Code of Federal Regulations (CFR) 261 and 262
6 New York Code of Rules and Regulations
(NYCRR) Part 371

Adopted: 6/29/09

SUBJECT: ENERGY/WATER CONSERVATION AND RECYCLING OF SOLID WASTE

The Board of Education recognizes the importance of energy and water conservation and is committed to the analysis, development, and initiation of conservation measures throughout the District for the purpose of reducing energy consumption.

Recycling

The Superintendent will develop a program for the source separation and segregation of recyclable or reusable materials in the District. This District-wide recycling plan shall include:

a) A conservation education program to teach students about their social responsibility for preserving our resources, and involvement of all students and personnel in a comprehensive effort to reduce, reuse and recycle waste materials;

b) A concerted effort to purchase recycled items and biodegradable rather than nonbiodegradable products;

c) Separation of waste into appropriate categories for the purpose of recycling;

d) A cooperative effort with community recycling programs.

General Municipal Law Section 120-aa

Adopted: 6/29/09

Non-Instructional/Business Operations

SUBJECT: CRISIS RESPONSE (POST INCIDENT RESPONSE)

When a crisis arises no school system is immune to the negative, physical or mental effect on its students, staff and the local community. Immediate, effective and responsible management and communication can address the crisis and maintain a District's integrity and credibility. Therefore, the District shall develop and maintain a unified position by:

a) Identifying a crisis response team to develop a plan and maintain a strong, ongoing communications program in each school. This is the foundation for long range success.

b) Identifying a media spokesperson who will be briefed on all details. This spokesperson shall be the Superintendent or his/her designee. Only this spokesperson shall talk to and maintain a timely flow of information to the media.

The Superintendent/designee shall be responsible for informing staff of the crisis plan that is to be developed by both administration and the crisis response team.

NOTE: Refer also to Policy #5681 -- School Safety Plans.

SUBJECT: FIRE DRILLS, BOMB THREATS AND BUS EMERGENCY DRILLS

Fire Drills

The administration of each school building shall provide instruction for and training of students, through fire drills, in procedures for leaving the building in the shortest possible time and without confusion or panic.

Fire drills shall be held at least twelve (12) times in each school year; eight (8) of these shall be held between September 1 and December 1. At least one (1) of the twelve (12) drills shall be held during each of the regular lunch periods, or shall include special instruction on the procedures to be followed if a fire occurs during a student's lunch period.

At least two (2) additional drills shall be held during summer school in buildings where summer school is conducted and one (1) of these drills shall be held during the first week of summer school.

After-School Programs

The Building Principal or their designee shall require those in charge of after-school programs, attended by any individuals unfamiliar with the school building, to announce at the beginning of such programs the procedures to be followed in the event of an emergency.

Bomb Threats

School Bomb Threats

A bomb threat, even if later determined to be a hoax, is a criminal action. No bomb threat should be treated as a hoax when it is first received. The school has an obligation and responsibility to ensure the safety and protection of the students and other occupants upon the receipt of any bomb threat. This obligation must take precedence over a search for a suspect object. Prudent action is dependent upon known information about the bomb threat - location, if any; time of detonation; etc. If the bomb threat is targeted at the school parking lot or the front of the school,

building evacuation may not be an appropriate response. If the bomb threat indicates that a bomb is in the school, then building evacuation is necessary unless the building has been previously inspected and secured in accordance with State Education Department Guidelines. Specific procedures can be found in the building level school plan, as required by Project SAVE.

The decision to evacuate a building or to take shelter is dependent upon information about where the bomb is placed and how much time there is to reach a place of safety. Prudent action dictates that students and other occupants be moved from a place of danger to a place of safety. Routes of egress and evacuation or sheltering are as must be thoroughly searched for suspicious objects before ordering an evacuation. Failure to properly search evacuation routes before an evacuation takes place can expose students and staff to more danger than remaining in place until the search has taken place.

Assistance is available from local police agencies and the New York State Police to train staff to check evacuation routes.

Police Notification and Investigation

A bomb threat to a school is a criminal act, which is within the domain and responsibility of law enforcement officials. Appropriate State, county, and/or local law enforcement agencies must be notified of any bomb threat as soon as possible after the receipt of the threat. Law enforcement officials will contact, as the situation requires, fire and/or county emergency coordinators according to the county emergency plan.

Therefore, the building administrator or designee is to notify local law enforcement officials and follow established procedures to move all occupants out of harm's way.

Implementation

The Board of Education directs the Superintendent or their designee to develop administrative regulations to implement the terms of this policy. Additionally, such regulations are to be incorporated in the District-wide School Safety Plan and the building level school safety plan, with provisions for written notification by July 1 of each school year to all, about emergency procedures, an annual drill to test the emergency response procedures under each of its building level school safety plans, and the annual update of the District-wide and building level school safety plans, by July 1, as mandated pursuant to law and/or regulation.

Bus Emergency Drills

The Board of Education directs the administration to conduct a minimum of three (3) emergency

drills to be held on each school bus during the school year. The first drill is to be conducted during the first week of the fall term, the second drill between November 1 and December 31, and the third drill between March 1 and April 30.

Each drill shall include instruction in all topics mandated by the Education Law and the Commissioner's Regulations and shall include, but will not be limited to, the following:

a) Safe boarding and exiting procedures;

b) The location, use and operation of the emergency door, fire extinguishers, first aid equipment and windows as a means of escape in case of fire or accident;

c) Orderly conduct as bus passengers.

Students who ordinarily walk to school shall also be included in the drills.

8 New York Code of Rules and Regulations (NYCRR) Sections 155.13 and 156.3(h)(2)

Penal Law Sections 240.55, 240.60 and 240.61

Education Law Sections 807 and 3623

Adopted: 6/29/09

SUBJECT: ANTHRAX AND OTHER BIOLOGICAL TERRORISM: PREVENTION PROTOCOLS/PROTOCOLS FOR MAIL HANDLING

The School District shall assess and review their protocols for handling mail or packages. Common sense and care should be used in inspecting and opening mail or packages. Whenever feasible, the opening of mail should be limited to one (1) individual staff member in an area that is separate from other accessible areas within the school building, including the Main Office.

Additionally, precautions will be taken for those staff members responsible for handling letters or packages such as making available protective gloves to be worn when handling mail and providing appropriate training and protocols for the handling of mail and identifying suspicious envelopes or packages.

The building administrator should limit the area and persons exposed to the threat. Immediately after identifying the threat, the building administrator/designee shall notify the Superintendent/designee, dial 911 and/or the local law enforcement authorities according to the procedures identified in the applicable School Safety Plan (whether District-wide or Building-level plans). The local FBI field office and the county health department will also be notified, if not otherwise provided for in the applicable School Safety Plan.

As far as possible, the school will attempt to limit the area and the persons exposed to the threat and will not allow anyone other than qualified emergency personnel to enter. Custodial and maintenance personnel will follow established procedures for quickly shutting down the building(s) heating/air conditioning/and ventilation systems if possible and as may be deemed necessary.

Furthermore, the building administrator/designee shall, as soon as possible, make a list of all persons who have been identified as having actual contact with the powder or other suspicious element, such as anthrax, for investigating authorities.

Administration shall review and revise, as appropriate, their school safety plans; and provide information regarding applicable safety prevention and response procedures to all staff.

All threats to school buildings and/or its occupants shall be treated seriously. All threats shall be treated as criminal actions and measures shall be taken to preserve the evidence.

Under no circumstances, shall students be permitted to organize and/or handle School District mail; nor shall students be present in the room/area during the time that District mail is being opened by school staff.

Adopted: 6/29/09