AGENDA

Thursday, July 11, 2019

Reorganization & Regular Board Meeting held in the QIII Boardroom
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SOLE SUPERVISORY DISTRICT
RENSSELAER-COLUMBIA-GREENE COUNTIES
www.questar.org

Reorganization Meeting .............................................  July 11, 2019
Location................................................................. Central Office Boardroom
Time................................................................. 6:00 P.M.

REORGANIZATION AGENDA

I.  CALL TO ORDER

II.  REORGANIZATION FOR 2019-20

A.  Election of President
Nominations from the Floor for the Office of President of the Board

Upon motion made by ____________, seconded by ____________, the following
resolution was offered:

RESOLUTION:  BE IT RESOLVED, that ____________ (member name) be nominated for President of the
Board of Cooperative Education Services, Rensselaer-Columbia-Greene Counties, for the
ensuing year ending June 30, 2020.

Nominations moved closed and

By a vote of _____ ayes and ____ nays, __________________ (President nominee name)
was elected President of the Board of Cooperative Educational Services, Rensselaer-
Columbia-Greene Counties for the ensuing year ending June 30, 2020.

B.  Election of Vice President
Nominations from the Floor for the Office of Vice President of the Board

Upon motion made by ____________, seconded by ____________, the following
resolution was offered:

RESOLUTION:  BE IT RESOLVED, that ____________ (member name) be nominated for Vice President of the
Board of Cooperative Education Services, Rensselaer-Columbia-Greene Counties, for the
ensuing year ending June 30, 2020.

Nominations moved closed and

By a vote of _____ ayes and ____ nays, __________________ (Vice President nominee name)
was elected Vice President of the Board of Cooperative Educational Services,
Rensselaer-Columbia-Greene Counties for the ensuing year ending June 30, 2020.
C. Miscellaneous Resolutions

Upon motion made by ____________, seconded by ______________, and carried with a vote of _____ ayes and ____ nays, the following resolutions were offered:

1. Authorization for Board Members to Attend Conferences and Receive Reimbursement for Approved Expenses Associated with Performance of Board Duties

RESOLUTION: BE IT RESOLVED, that the members of the Board of Cooperative Educational Services shall attend conferences and shall be reimbursed for attendance at such conferences and for all other expenses associated with the discharge of duties at Board expense within budgetary allotments and subject to General Municipal Law 77-b.

2. Authorization of Executive Officer and Staff to Attend Conferences and Receive Reimbursement for Approved Expenses Associated with Performance of Duties

RESOLUTION: BE IT RESOLVED, that the Executive Officer shall be authorized to approve conference attendance and expenses associated with the discharge of duties at Board expense within budgetary allotments and subject to General Municipal Law 77-b.

3. Appointment of District Clerk and Deputy District Clerk

RESOLUTION: BE IT RESOLVED, that Ms. Robin Emanatian be and hereby is appointed to the position of District Clerk of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, and that Ms. Susan DiDonato be and hereby is appointed to the position of Deputy District Clerk of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, at the pleasure of the Board for the ensuing year ending June 30, 2020 or until a successor is chosen.

4. Appointment of District Treasurer & Deputy Treasurer

RESOLUTION: BE IT RESOLVED, that Ms. Lynn MacDonald be and hereby is appointed to the position of District Treasurer of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, and that Ms. Tamara Holmes be and hereby is appointed to the position of Deputy Treasurer of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, at the pleasure of the Board for the ensuing year ending June 30, 2020 or until a successor is chosen.

5. Appointment of Purchasing Agent, Deputy Purchasing Agent, Internal Claims Auditor and Deputy Internal Claims Auditor

RESOLUTION: BE IT RESOLVED, that Ms. Julie Best be and hereby is appointed to the position of Purchasing Agent of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, and that Mr. Jeremy Pestana be and hereby is appointed to the position of Deputy Purchasing Agent of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, and that Mr. Richard Diaz be and hereby is appointed to the position of Internal Claims Auditor of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, and that Mr. Bryce Ebert be and hereby is appointed to the position of Deputy Internal Claims Auditor of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties at the pleasure of the Board for the ensuing year ending June 30, 2020 or until a successor is chosen.
6. **Appointment of Internal Auditor**

**RESOLUTION:** BE IT RESOLVED, that the Internal Audit Department of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties be and hereby are appointed as Internal Auditors of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, for the ensuing year ending June 30, 2020 or until a successor is chosen.

7. **Bonding of Treasurer, Deputy Treasurer, Extraclassroom Treasurer, Extraclassroom Deputy Treasurer, Internal Claims Auditor and Deputy Internal Claims Auditor**

**RESOLUTION:** BE IT RESOLVED, that the District Treasurer of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, be and hereby is bonded in the amount of $4,000,000.00 and that the Deputy Treasurer of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, be and hereby is bonded in the amount of $4,000,000.00 and that the Extraclassroom Treasurer of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, be and hereby is bonded in the amount of $4,000,000.00 and that the Deputy Extraclassroom Treasurer of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, be and hereby is bonded in the amount of $4,000,000.00 and that the Internal Claims Auditor of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, be and hereby is bonded in the amount of $4,000,000.00 and that the Deputy Internal Claims Auditor of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, be and hereby is bonded in the amount of $4,000,000.00.

8. **Appointment Of Extra Classroom Activity Fund Faculty Auditor And Chief Faculty Counselors**

**RESOLUTION:** BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approve the appointment of the following individuals:

- **Faculty Auditor:**
  - Ken Ziobrowski, or his designee

- **Chief Faculty Counselors:**
  - Chris Martel, The Academy at Rensselaer Educational Center, Maple Hill Middle School (former Goff classrooms), Robin Sobol Transition Academy
  - Andrew Pemrick, Rensselaer Academy
  - Karen Brockley, Sackett Educational Center, Maple Hill Middle School, Red Mill Elementary
  - Danielle Remillard, George Washington School
  - Anthony DeFazio, Rensselaer Educational Center
  - Jake Stomieroski, Columbia-Greene Educational Center
  - Suzanne Paulson, Catskill Academy, Ichabod Crane High School
9. **Appointment of Independent Auditor**

**RESOLUTION:** BE IT RESOLVED, that Cusack and Company be and hereby are appointed as Independent Auditors of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, for the ensuing year ending June 30, 2020 or until a successor is chosen.

10. **Appointment of School Physician**

**RESOLUTION:** BE IT RESOLVED, that Dr. Jeffrey Arp-Sandel be and hereby is appointed as School Physician of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, for the ensuing year ending June 30, 2020 or until a successor is chosen.

11. **Appointment of Attorneys**

**RESOLUTION:** BE IT RESOLVED, that Whiteman, Osterman and Hanna be and hereby is appointed as Employee Relations and School Attorneys for the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, for the ensuing year ending June 30, 2020 or until a successor is chosen.

12. **Asbestos (LEA) Designee**

**RESOLUTION:** BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties appoint Mr. Craig Hansen, Director of Health and Safety, as the Asbestos Hazardous Emergency Response Act Designee (Asbestos - LEA) for the ensuing year ending June 30, 2020 or until a successor is chosen.

13. **Appointment of Title IX Compliance Officer**

**RESOLUTION:** BE IT RESOLVED, that Mr. Michael Buono be and hereby is designated as Title IX Compliance Officer for the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, pursuant to Title 20 U.S.C. Ch. 38, Sections 1681-1688 for the ensuing year ending June 30, 2020 or until a successor is chosen.

14. **Appointment of 504 Compliance Officer**

**RESOLUTION:** BE IT RESOLVED, that Ms. Shauna Maynard be and hereby is designated as the 504 Compliance Officer for the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, in accordance with the Americans with Disabilities Act (ADA) and the Rehabilitation Act of 1973, Section 504 for the ensuing year ending June 30, 2020 or until a successor is chosen.
15. **Appointment of Medicaid Compliance Officer**

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer approve the appointment of **Ms. Shauna Maynard** to the position of Medicaid Compliance Officer of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, at the pleasure of the Board for the ensuing year ending June 30, 2020 or until a successor is chosen.

16. **Appointment of McKinney Vento Liaison**

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer approve the appointment of **Ms. Cyndi Herron** to the position of McKinney Vento Liaison of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, at the pleasure of the Board for the ensuing year ending June 30, 2020 or until a successor is chosen.

17. **Appointment of Substance Abuse Resources Designee**

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer and in accordance with Education Law, §3038 approve the designation of **Ms. Jane Govola** to the position of Substance Abuse Resources Designee of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, to provide materials and resources, upon request of a student, parent or staff member, on how to find available substance abuse services. This appointment is at the pleasure of the Board for the ensuing year ending June 30, 2020 or until a successor is chosen.

18. **Appointment of Chief Emergency Officer**

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer approve the appointment of **Mr. Craig Hansen** to the position of Chief Emergency Officer of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, at the pleasure of the Board for the ensuing year ending June 30, 2020 or until a successor is chosen.

19. **Appointment of Records Access Officer and Records Management Officer**

RESOLUTION: BE IT RESOLVED, that **Ms. Susan DiDonato** be and hereby is designated as Records Access Officer for the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, pursuant to Public Officers Law Section 87, and **Ms. Catherine Sager** be and hereby is designated as Records Management Officer for the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, pursuant to 8 NYCRR 185.2 for the ensuing year ending June 30, 2020 or until a successor is chosen.
20. **Appointment of Central Treasurer & Deputy Treasurer of Extraclassroom Activity Accounts**

**RESOLUTION:** BE IT RESOLVED, that Ms. Carol McAdams be and hereby is appointed to the position of Central Treasurer for the Extraclassroom Activity Fund of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, and that Ms. Tamara Holmes be and hereby is appointed to the position of Deputy Treasurer for the Extraclassroom Activity Fund of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, at the pleasure of the Board for the ensuing year ending June 30, 2020 or until a successor is chosen.

21. **Questar III Workers’ Compensation Consortium Director**

**RESOLUTION:** BE IT RESOLVED, that the Business Office Manager/Controller, Ms. Jennifer Mulligan be and hereby is designated as the Questar III Workers’ Compensation Consortium Director for the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties at the pleasure of the Board for the ensuing year ending June 30, 2020 or until a successor is chosen.

22. **Appointment of Dignity Act Coordinators**

**RESOLUTION:** BE IT RESOLVED, that the following administrators be and hereby are appointed to the position of Dignity Act Coordinators of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, for the Questar III educational buildings or classrooms as noted:

- **Anthony DeFazio, Principal**
  Rensselaer Educational Center and New Visions
- **Jake Stomieroski, Principal**
  Columbia-Greene Educational Center & New Visions
- **Andrew Pemrick, Principal**
  Rensselaer Academy
- **Karen Brockley, Principal**
  Sackett Educational Center, Maple Hill MS
- **Chris Martel, Principal**
  The Academy at Rensselaer Educational Center, Maple Hill MS
- **Danielle Remillard**
  George Washington School

23. **Establishment of Mileage Reimbursement Rate**

**RESOLUTION:** BE IT RESOLVED, that the mileage reimbursement rate for the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, be and hereby is established at the applicable business standard mileage rate as published by the Internal Revenue Service periodically.
24. Establishment of Petty Cash Funds

RESOLUTION: BE IT RESOLVED, in accordance with the Board Accounting Policy that the following six (6) separate Petty Cash Funds be and are hereby established in the amount of one hundred dollars ($100.00) each and that the following individuals be and hereby is designated as responsible for the custody and administration of the fund as follows:

- Rensselaer County Educational Center Petty Cash Fund: Anthony DeFazio
- Columbia-Greene County Education Center Petty Cash Fund: Jake Stomierski
- Administrative Office, Rensselaer-Columbia-Greene Counties Petty Cash Fund: Barbara Boudreau
- George Washington School Petty Cash Fund: Danielle Remillard
- Catskill Academy Petty Cash Fund: Gwen Thorpe
- Rensselaer Academy Petty Cash Fund: Katlyn Kish

25. Authorization of Treasurer to Sign Checks

RESOLUTION: BE IT RESOLVED, that the Treasurer be and hereby is authorized to sign checks for the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, pursuant to Section 1950 of the Education Law, a continuing resolution.

26. Authorization of Deputy Treasurer to Sign Checks in Absence of Treasurer

RESOLUTION: BE IT RESOLVED, that in the event of absence, for any reason, of the District Treasurer, the Deputy Treasurer is hereby authorized to sign checks for the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties. In the absence of the District Treasurer and the Deputy Treasurer, the President is authorized to sign checks for the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, a continuing resolution.

27. Authorization for Use of Check Signing Machine

RESOLUTION: BE IT RESOLVED, that pursuant to Section 1720 of the Education Law, checks may be signed with the facsimile signature of the Treasurer or Deputy Treasurer, as reproduced by a machine or device commonly known as a check signer or electronic check signature.
28. Authorization for Budget Transfers

**RESOLUTION:** BE IT RESOLVED, that pursuant to Commissioner’s Regulation 170.2, the District Superintendent or their designee shall be authorized to approve budget transfers of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties.

29. Designation of Depository

**RESOLUTION:** BE IT RESOLVED, that the following financial institutions are hereby designated as the official depositories for the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, for the General Fund, the Federal Fund, the Trust and Agency Fund, Net Payroll Fund, Capital Fund, Scholarship Fund and for the Educational Foundation:

- Bank of America
- Bank of Greene County
- JP Morgan Chase
- Key Bank
- KeyBanc Capital Markets
- Metropolitan Commercial Bank
- NBT Bank
- New York Cooperative Liquid Assets Securities System (NYCLASS)
- New York Liquid Asset Fund (NYLAF)
- Pioneer Commercial Bank
- TD Bank
- Community Bank

30. Designation of Official Newspapers

**RESOLUTION:** BE IT RESOLVED, that The Record Newspaper, the Hudson Register Star, the Times Union, the Chatham Courier and the Catskill Daily Mail be and hereby are designated as the official newspapers of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties.

31. Designation of Regular Monthly Meetings and the Reorganization Meeting

**RESOLUTION:** BE IT RESOLVED, that the second Thursday of each month, August through July, unless otherwise noted, be and hereby is designated as the regular monthly and reorganization dates of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, for the ensuing year as follows:

- August 15, 2019
- September 12, 2019
- October 10, 2019
- Wednesday, November 13, 2019
- December 12, 2019
- January 16, 2020
- February 6, 2020
- March 12, 2020
- April 9, 2020
- May 14, 2020
- Wednesday, June 3, 2020
- July 9, 2020
32. Designation of Annual Meeting and Budget Vote

RESOLUTION: BE IT RESOLVED, that the Annual Meeting of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, be held on Wednesday, April 8, 2020 at the Administrative Center and that the election of the board members and vote on the administrative budget of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties be held on Tuesday, April 21, 2020 in each component district.

33. Authorization to Sign Contracts, Agreements and Licenses

RESOLUTION: BE IT RESOLVED, that pursuant to Section 1950 of the Education Law, the following persons are authorized to sign contracts, agreements and licenses on behalf of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, provided, however, that such authorization shall not supersede any requirement of law or regulation for approval of any contract, agreement or license by the Board: Gladys I Cruz, District Superintendent and Harry Hadjioannou, Deputy Superintendent. Any contract, agreement, or license exceeding $10,000 entered on behalf of the Board of Cooperative Education Services, Rensselaer-Columbia-Greene Counties shall be subject to the approval of and signed by the district superintendent.

34. Authorization to Participate in the BOCES Educational Consortium

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, hereby authorizes the payment of annual membership dues for the BOCES Educational Consortium.

35. Retirement System Reporting

RESOLUTION: BE IT RESOLVED, that the Rensselaer-Columbia-Greene Counties Board of Cooperative Educational Services, also known as, Questar III, upon the recommendation of the Executive Officer, hereby establishes the following as standard work days for its employees and will report days worked to the New York State and Local Employees’ Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body: (see next page)
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<th>Title</th>
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<td>BEHAVIOR SPECIALIST</td>
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<td>CRISIS INTERVENTION WORKER</td>
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<td>JOB COACH</td>
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<td>LICENSED PRACTICAL NURSE</td>
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<td>BUDGET ANALYST</td>
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<td>BUSINESS OFFICE MANAGER/CONTROLLER</td>
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<td>CFO &amp; FIXED ASSET TECHNICIAN</td>
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<td>CLEANER</td>
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<td>DATA COORDINATOR / ANALYST</td>
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<td>DIRECTOR CFO &amp; FINANCIAL SERVICES</td>
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<td>DIRECTOR HEALTH &amp; SAFETY / O&amp;M</td>
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<td>HEAD MAINTENANCE WORKER</td>
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36. **Tech Valley High School (TVHS) Operating Board**

**RESOLUTION:** BE IT RESOLVED, that the following five individuals currently serving as members of the board of the Rensselaer-Columbia-Greene Counties Board of Cooperative Educational Services also serve on the operating board of Tech Valley High School (TVHS) as specified in the Intermunicipal Sharing Agreement approved at the July 11, 2006 board meeting, as amended. Terms of office shall be from July 1, 2019 through June 30, 2022.

   a) Edmund Brooks  
   b) Lynn Clum  
   c) Joseph Garland  
   d) John C. Hill  
   e) Marilyn Noonan

Vote on foregoing resolutions:

Ayes - _____  Nays - _____

37. **ADJOURNMENT OF REORGANIZATION MEETING**
Regular Board Meeting ........................................... July 11, 2019
Location................................................................. Central Office Boardroom
Time........................................................................... Immediately following the Reorg.

Mission
Questar III is an educational cooperative providing leadership and creating student success through shared instructional and support services to schools and their communities.

Why do we exist?
(our moral imperative or what compels us to act)
Changing lives, realizing dreams and doing together what can’t be done alone.

Our Core Values
- Commitment to Excellence
- Commitment to Leadership and Service
- Commitment to Innovation

AGENDA

I. CALL TO ORDER AND PLEDGE TO THE FLAG

II. ADMINISTRATION OF OATH OF OFFICE TO PRESIDENT OF THE BOARD

III. ADMINISTRATION OF OATH OF OFFICE TO VICE-PRESIDENT OF THE BOARD

IV. ADMINISTRATION OF OATHS OF OFFICE TO NEWLY OR RE-ELECTED BOARD MEMBERS
   - Jennifer Haggerty (Newly elected – Rensselaer County)
   - Edmund Brooks (Re-elected – Columbia County)
   - Lynn Clum (Re-elected – Columbia County)
   - Nadine Gazzola (Re-elected – Columbia County)
   - Mary Marro-Giroux (Re-elected – Rensselaer County)

V. EXECUTIVE SESSION (if necessary)

VI. APPROVAL OF MINUTES
RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approves the Minutes from the Regular Meeting of the Board of Cooperative Educational Services held on June 5, 2019.

VII. TREASURER’S REPORT
RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, accepts the Treasurer’s Report dated May 2019.

VIII. CENTRAL TREASURER’S REPORT – EXTRA CLASSROOM ACTIVITY FUND
RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, accepts the Central Treasurer’s Report for the Extra Classroom Activity Fund dated May 2019.
IX. INTERNAL AUDIT FUNCTIONS
A. Report from Audit Committee
B. Internal Audit Activities – Update

X. INTERNAL CLAIMS AUDITING REPORT
RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, accepts the Internal Claims Auditing Report dated May 15, 2019 to June 14, 2019.

XI. RECOGNITION OF VISITORS

XII. PUBLIC COMMENTS
Residents, students, employees and community business representatives may address the Board on matters concerning programs and/or operations of the BOCES, other than specific personnel matters. When recognized by the Board President, the individual who wishes to provide public comment will be asked to stand, state their name, and summarize concerns for the Board. Each individual should limit their speaking time to 2-3 minutes. The Board will not respond to comments but may ask for contact information in the event follow-up is necessary. We ask that individuals speak in a respectful and courteous manner and avoid remarks which may be considered defamatory or stigmatizing. The Board welcomes comments however the comment period is a limited forum and the Board retains the ability to declare comments out of order.

XIII. COMMUNICATIONS

- **July 15, 2019:** NYSSBA Convention Registration Opens
  So far we have the following attending:
  - Ed Brooks
  - Joseph Garland
  - Nadine Gazzola
  - John Hill
  - Mary Marro-Giroux
  - Gladys Cruz
  *Mark Mann (attending with East Greenbush)*
  If you plan to attend & aren’t listed above, please let me know asap.

- **August 15, 2019:** Our next board meeting - starting at 6 PM

- **September 12, 2019:** Board meeting - starting at 6 PM

- **October 24-26, 2019:** NYSSBA – 100th Annual Convention – Rochester, NY
XIV. PERSONNEL

A. RETIREMENT(S)

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer and with regret and sincere appreciation for their service to Questar III, accepts the resignation for the purpose of retirement of the following individual(s) as noted:

1. Classified Staff
   a. Name: Hal Hoffman
      Position: 1.0 FTE Warehouse Supervisor
      Date began: 08/07/89
      Effective: 08/07/19

B. RESIGNATION(S)

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, accepts the resignation of the following individual(s) as noted:

1. Certified Staff
   a. Name: Katelyn Cummins
      Position: 1.0 FTE Teaching Assistant
      Date began: 01/30/19
      Effective: 06/11/19
   b. Name: Todd Bater
      Position: 1.0 FTE Teaching Assistant
      Date began: 01/07/19
      Effective: 06/26/19
   c. Name: Sandra Carroll
      Position: 1.0 FTE Teaching Assistant
      Date began: 09/08/15
      Effective: 06/28/19

2. Classified Staff
   a. Name: Colleen DiCaprio
      Position: 1.0 FTE State Aid Planning Asst. Specialist 2
      Date began: 05/10/18
      Effective: 06/21/19
   b. Name: Sean Kearney
      Position: 1.0 FTE Crisis Intervention Worker
      Date began: 07/01/14
      Effective: 06/26/19
C. CHANGE IN FTE / TITLE / SALARY / STATUS

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approves the following changes in FTE and/or title, salary or status as noted below:

1. Certified Staff
   a. Name: Margaret McMahan – CHANGE IN TITLE / SALARY
      Position: 1.0 FTE School Improvement Data Analyst – Sr. Specialist
      Tenure Area: ISS Technology
      Status: Already Serving Probationary Period
      Certification: PreK-6. Reading, Mathematics 7-12
      Salary: $70,000.00
      Effective: 07/01/19

2. Classified Staff
   a. Name: Chris Casey – CHANGE IN TITLE / SALARY
      Position: 1.0 FTE School Improvement Data Analyst – Sr. Specialist
      Status: Already Permanent
      Salary: $61,385.00
      Effective: 07/01/19
   b. Name: Alyssa Scarcella – CHANGE IN TITLE
      Position: 1.0 FTE Special Education Aid Service Technician
      Status: Already Permanent
      Salary: No Change
      Effective: 07/12/19

D. OTHER APPOINTMENT(S)

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approves the appointment of the following individual(s) as noted. These appointments are declared as emergency conditional vacancies and contingent upon clearance for employment based on fingerprinting requirements of the SAVE legislation.

1. Certified Staff - TEMPORARY SUBSTITUTES
   a. Name: Felice Devine
      Position: .80 FTE Itinerant School Librarian
      Status: Temporary Sub Pending Certification
      Tenure Area: N/A, Part-Time
      Certification: To Be Certified
      Effective: 09/01/19 – 06/30/20
      Salary: $49,867.00 prorated
b. Name: Caitlin Horgan  
Position: 1.0 FTE ENL Teacher  
Status: Temporary Substitute Pending Certification  
Tenure Area: N/A  
Certification: To Be Certified  
Effective: 09/01/19 – 06/30/20  
Salary: $51,473.00 prorated

2. Certified Staff - PROBATIONARY  
   a. Name: Shauna Maynard  
      Position: 1.0 FTE Special Education Director  
      Status: 4 Year Probationary Period  
      Tenure Area: Administrative – Special Education Director  
      Certification: School Psychologist, SBL, SDL  
      Effective: 07/12/19  
      Salary: $107,100.00 prorated  
   
   b. Name: Stephanie Carbone  
      Position: 1.0 FTE School Improvement Data Analyst – Sr. Specialist  
      Status: 4 Year Probationary Period  
      Tenure Area: ISS – Data Analysis  
      Certification: Speech & Hearing Handicapped, SBL  
      Effective: 07/01/19  
      Salary: $70,000.00 prorated

3. Classified Staff  
   a. Name: Michael Manning  
      Position: 1.0 FTE Fire Systems Senior Specialist  
      Status: Provisional  
      Effective: 07/01/19  
      Salary: $70,000.00  
   
   b. Name: Roxanne Podmijersky-Marotta  
      Position: .625 FTE Substitute Caller Clerk  
      Status: Part-Time  
      Effective: 07/01/19 – 06/30/20  
      Salary: $32,291.00
E. PROBATIONARY CIVIL SERVICE APPOINTMENT(S)

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, recognize the successful placement of the provisionally appointed individual(s) listed below on the Civil Service Eligible List and approves their probationary status to be served for a period of one (1) year from the effective date specified:

1. Name: Danielle Brewster
   Position: 1.0 FTE Accountant
   Status: Probationary
   Effective: 05/28/19

2. Name: Susan Evans
   Position: 1.0 FTE Audit Manager
   Status: Probationary
   Effective: 05/28/19

3. Name: Alexa Schaefer
   Position: 1.0 FTE Internal Auditor
   Status: Probationary
   Effective: 05/28/19

4. Name: Shana Barry
   Position: 1.0 FTE CBO & Fixed Asset Technician
   Status: Probationary
   Effective: 05/29/19

5. Name: Evan Michael
   Position: 1.0 FTE CBO & Fixed Asset Technician
   Status: Probationary
   Effective: 06/11/19

F. CREATION OF POSITIONS / RECALLS

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer creates positions as a result of increases in district requests for services or restoration of funding, and recalls employees from preferred eligibility lists effective as noted below:

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Position</th>
<th>Tenure Area</th>
<th>Effective Date</th>
<th>FTE</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melissa</td>
<td>Macaluso</td>
<td>School Improvement Specialist - Special Education</td>
<td>ISS - Special Education</td>
<td>7/1/2019</td>
<td>1.00</td>
<td>$69,580</td>
</tr>
<tr>
<td>John</td>
<td>Mahony</td>
<td>Teacher, Aviation</td>
<td>Aviation</td>
<td>9/1/2019</td>
<td>1.00</td>
<td>$85,448</td>
</tr>
<tr>
<td>Rosemary</td>
<td>Helinski</td>
<td>Teacher, Cosmetology</td>
<td>Cosmetology</td>
<td>9/1/2019</td>
<td>0.50</td>
<td>$31,173.50</td>
</tr>
</tbody>
</table>
G. PART-TIME AND HOURLY EMPLOYEES FOR 2019-20

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer- Columbia-Greene Counties, upon the recommendation of the Executive Officer, appoints the following individuals as part-time or hourly employees for the 2019-20 school year. These appointments are declared as emergency conditional vacancies and contingent upon clearance for employment based on fingerprinting requirements of the SAVE legislation.

1. **Paul Baker**, Health & Safety Tech-PT Water Operator $35.00/hr.
   Hourly, 07/01/19 - 06/30/20
2. **Mary Bayham**, Community Education Teacher $31.00/hr.
   Hourly, 09/01/19 – 06/30/20
3. **Kurt Bedore**, Environmental Engineer $60.00/hr.
   Hourly, 07/01/19 - 06/30/20
4. **Linda Berquist**, Online Learning Specialist $350.00/stipend
   Stipend per contract, 07/01/19 - 06/30/20
5. **Mark Bonesteel**, Sub Courier $15.75/hr.
   Hourly, 07/01/19 - 06/30/20
6. **Anthony Brahm**, Health & Safety Specialist $35.00/hr.
   Hourly, 07/01/19 – 06/30/20
7. **Sue Campbell**, Regional Scorer $25.00/hr.
   Hourly, 07/01/19 - 06/30/20
8. **Jacob Christiansen**, Fire Systems Laborer $12.51/hr.
   Hourly, 07/01/19 - 06/30/20
9. **Katherine Cioffi**, ELA School Improvement Specialist $300.00/day
   Per Diem, 07/01/19 - 06/30/20
10. **David Clapp**, Health & Safety Specialist $50.00/hr.
    Hourly, 07/01/19 - 06/30/20
11. **Linda Collet**, Principal Coach $50.00/hr.
    Hourly, 07/01/19 - 06/30/20
12. **Caitlin Colwell**, STEM Research Fellow $10,000/stipend
    Stipend, 07/08/19 – 08/23/19
13. **Mike Decker**, Adult & Continuing Education Teacher $25.94/hr.
    Hourly, 07/01/19 – 06/30/20
14. **Jason Defrias**, STEM Research Fellow $10,000/stipend
    Stipend, 07/08/19 – 08/23/19
15. **Matt Duff**, STEM Research Fellow $10,000/stipend
    Stipend, 07/08/19 – 08/23/19
16. **Michael Dutkowsky**, Specialist – Hearing Officer $50.00/hr.
    Hourly, 07/01/19 - 06/30/20
17. **Jeff Elliott**, Coordinator of Distance Learning $40.38/hr.
    Hourly, 07/01/19 – 06/30/20
18. **Michaela Ethier**, STEM Research Fellow $10,000/stipend
    Stipend, 07/08/19 – 08/23/19
    Hourly, 07/01/19 – 06/30/20
20. **Michele Fox**, Online Learning Specialist $350.00/stipend
    Stipend per contract, 07/01/19 - 06/30/20
21. **Bonnie Gooley**, Adult & Continuing Education Tchr $32.22/hr.
    Hourly, 07/01/19 – 06/30/20
22. **Valerie Gordon**, STEM Research Fellow $10,000/stipend
    Stipend, 07/08/19 – 08/23/19
<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Position</th>
<th>Rate/Per Diem</th>
<th>Start/End Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Calvin Hedeen</td>
<td>Adult &amp; Continuing Education Tchr</td>
<td>$25.94/hr.</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>24</td>
<td>James Henry</td>
<td>Online Learning Specialist</td>
<td>$350.00/stipend</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>25</td>
<td>Thomas Hubbard</td>
<td>Sub Courier</td>
<td>$15.75/hr.</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>26</td>
<td>Kimberly Inglee</td>
<td>Home Schooling Coordinator</td>
<td>$300.00/day</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>27</td>
<td>Kimberly Inglee</td>
<td>ELA School Improvement Specialist</td>
<td>$300.00/day</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>28</td>
<td>Daralene Jewell</td>
<td>Hearing Officer</td>
<td>$50.00/hr</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>29</td>
<td>Jane King</td>
<td>Science School Improvement Specialist</td>
<td>$400.00/day</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>30</td>
<td>Amanda Kosich</td>
<td>Adult &amp; Continuing Education Tchr</td>
<td>$32.97/hr.</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>31</td>
<td>Jefferson LaMountain</td>
<td>Adult &amp; Continuing Ed Tchr</td>
<td>$32.22/hr.</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>32</td>
<td>Theresa Longhi</td>
<td>PRHYLI Trainer</td>
<td>$40.00/hr</td>
<td>12/01/19 - 06/30/20</td>
</tr>
<tr>
<td>33</td>
<td>Sandra Lorette</td>
<td>Sr. Clerk</td>
<td>$24.26/hr.</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>34</td>
<td>Brian McDonnell</td>
<td>STEM Research Fellow</td>
<td>$10,000/stipend</td>
<td>07/08/19 - 08/23/19</td>
</tr>
<tr>
<td>35</td>
<td>Michael McGillycuddy</td>
<td>STEM Research Fellow</td>
<td>$10,000/stipend</td>
<td>07/08/19 - 08/23/19</td>
</tr>
<tr>
<td>36</td>
<td>Sue Melnyk</td>
<td>Regional Scorer</td>
<td>$25.00/hr.</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>37</td>
<td>Terrence Miller</td>
<td>STEM Research Fellow</td>
<td>$10,000/stipend</td>
<td>07/08/19 - 08/23/19</td>
</tr>
<tr>
<td>38</td>
<td>Colleen Mills</td>
<td>School Improvement Specialist</td>
<td>$277.00/day</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>39</td>
<td>John Parker</td>
<td>Adult &amp; Continuing Education Teacher</td>
<td>$32.22/hr.</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>40</td>
<td>Nate Porter</td>
<td>STEM Research Fellow</td>
<td>$10,000/stipend</td>
<td>07/08/19 - 08/23/19</td>
</tr>
<tr>
<td>41</td>
<td>Danny Ramirez</td>
<td>PRHYLI Trainer</td>
<td>$40.00/hr.</td>
<td>12/01/19 - 06/30/20</td>
</tr>
<tr>
<td>42</td>
<td>Karyn Rees</td>
<td>STEM Research Fellow</td>
<td>$10,000/stipend</td>
<td>07/08/19 - 08/23/19</td>
</tr>
<tr>
<td>43</td>
<td>Nicole Ross</td>
<td>Adult &amp; Continuing Education Teacher</td>
<td>$32.22/hr.</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>44</td>
<td>Tim Ryan</td>
<td>STEM Research Fellow</td>
<td>$10,000/stipend</td>
<td>07/08/19 - 08/23/19</td>
</tr>
<tr>
<td>45</td>
<td>Gregory Sanik</td>
<td>Regional Scorer</td>
<td>$25.00/hr.</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>46</td>
<td>Liz Santa Barbara</td>
<td>Sr. Math Specialist</td>
<td>$400.00/day</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>47</td>
<td>Liz Santa Barbara</td>
<td>DASA Trainer</td>
<td>$400.00/day</td>
<td>07/01/19 - 06/30/20</td>
</tr>
</tbody>
</table>
PART-TIME AND HOURLY EMPLOYEES FOR 2019-20 (cont’d)

48. William Schneider, Principal Coach $400.00/day
   Per Diem, 07/01/19 - 06/30/20
49. George Seymour, Science School Imp. Specialist $400.00/day
   Per Diem, 07/01/19 - 06/30/20
50. Erin Sharkey, STEM Research Fellow $10,000/stipend
   Stipend, 07/08/19 – 08/23/19
51. Ronald Valentine, Adult & Continuing Education Tchr $32.97/hr.
   Hourly, 07/01/19 – 06/30/20
52. Karyn Watt, Adult & Continuing Education Teacher $32.22/hr.
   Hourly, 07/01/19 – 06/30/20
53. Patrick Wemitt, Principal Coach $50.00/hr.
   Hourly, 07/01/19 - 06/30/20
54. Dawn Wetmore, STEM Research Fellow $10,000/stipend
   Stipend, 07/08/19 – 08/23/19
55. Samuel Ziebel, STEM Research Fellow $10,000/stipend
   Stipend, 07/08/19 – 08/23/19

XV. BUSINESS / FINANCE

A. GREENVILLE CENTRAL SCHOOL DISTRICT INSTALLMENT PURCHASE AGREEMENT

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-
Columbia-Greene Counties, upon the recommendation of the Executive Officer, approves
entering into a contract for procuring installment/purchase financing for and purchase of
computer/technology equipment per the attached schedules A and B on behalf of the
Greenville Central School District to be dated June 24, 2019.

B. AVERILL PARK CENTRAL SCHOOL DISTRICT INSTALLMENT PURCHASE AGREEMENT

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-
Columbia-Greene Counties, upon the recommendation of the Executive Officer, approves
entering into a contract for procuring installment/purchase financing for and purchase of
computer/technology equipment per the attached schedules A and B on behalf of the Averill
Park Central School District to be dated July 10, 2019.
C. SURPLUS EQUIPMENT

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approves the following surplus equipment and/or surplus vehicles be sold at auction through the company, GovDeals.com, an online auction site:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Condition</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer, Laptop, HP ProBook 640 G1</td>
<td>1</td>
<td>Obsolete</td>
<td>Warehouse</td>
</tr>
<tr>
<td>Digital Camera, Canon Power Shot SX10IS</td>
<td>1</td>
<td>Obsolete</td>
<td>Warehouse</td>
</tr>
<tr>
<td>Exercise Bike, Star Trac Model 6330Pro</td>
<td>1</td>
<td>Needs Repair</td>
<td>Pole Barn</td>
</tr>
<tr>
<td>Ipad, Apple Model A1416</td>
<td>4</td>
<td>Obsolete</td>
<td>Warehouse</td>
</tr>
<tr>
<td>Leg Machine, Key Fitness Model KPS-LEGM</td>
<td>1</td>
<td>Needs Repair</td>
<td>Pole Barn</td>
</tr>
<tr>
<td>Solar Water Heater System Plus, Caleffi Model NAS30020 Plus</td>
<td>1</td>
<td>Obsolete</td>
<td>CGEC</td>
</tr>
<tr>
<td>Solar hot water tank 79 USG, Viessmann-Vitocell B100 CVB-300</td>
<td>1</td>
<td>Obsolete</td>
<td>CGEC</td>
</tr>
<tr>
<td>Tables, folding, 24 x 72</td>
<td>2</td>
<td>Obsolete</td>
<td>Pole Barn</td>
</tr>
<tr>
<td>Tables, folding, 30 x 72</td>
<td>13</td>
<td>Obsolete</td>
<td>Pole Barn</td>
</tr>
<tr>
<td>Tables, folding, 30 x 96</td>
<td>2</td>
<td>Obsolete</td>
<td>Pole Barn</td>
</tr>
<tr>
<td>Tables, folding, 36 x 72</td>
<td>8</td>
<td>Obsolete</td>
<td>Pole Barn</td>
</tr>
<tr>
<td>Tables, folding, 36 x 96</td>
<td>3</td>
<td>Obsolete</td>
<td>Pole Barn</td>
</tr>
<tr>
<td>Welder, Mig, Snap-On MM140SL</td>
<td>1</td>
<td>Obsolete</td>
<td>Pole Barn</td>
</tr>
<tr>
<td>Welder, Mig/Tote, Snap-On YA217A</td>
<td>1</td>
<td>Obsolete</td>
<td>Pole Barn</td>
</tr>
<tr>
<td>2006 Jeep Grand Cherokee</td>
<td>1</td>
<td>Obsolete</td>
<td>Vehicle Compound</td>
</tr>
<tr>
<td>2008 Jeep Grand Cherokee</td>
<td>1</td>
<td>Obsolete</td>
<td>Vehicle Compound</td>
</tr>
<tr>
<td>2006 Chevy Express</td>
<td>1</td>
<td>Obsolete</td>
<td>Vehicle Compound</td>
</tr>
</tbody>
</table>

D. CREDIT CARD ISSUANCE AND LIMIT

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Deputy Superintendent, approve the issuance of a credit card with the following limits for the purpose of facilitating Questar III business for the 2019-2020 school year, and to be used in accordance with the Issuance and Use of Credit Cards, Board Policy #6-108:

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Employee Title</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gladys I. Cruz</td>
<td>District Superintendent</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>CL Hadjioannou</td>
<td>Deputy Superintendent</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Julie Best</td>
<td>Purchase Manager</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Terry Bordell</td>
<td>Chief School Improvement Officer</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Anthony Taibi</td>
<td>Chief Academic Officer</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Craig Hansen</td>
<td>Director of Health and Safety</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>James O’Connor</td>
<td>Assistant Director of State Aid Planning</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Mark Beaudette</td>
<td>Internal Auditor</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Susan Evans</td>
<td>Internal Auditor</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Alexa Schaefer</td>
<td>Internal Auditor</td>
<td>$3,500.00</td>
</tr>
</tbody>
</table>
E. SUBMIT, ACCEPT AND EXPEND FEDERAL/STATE PROJECT(S)

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, gives approval to submit the following Federal/State Project(s), and upon approval, further authorizes the acceptance and expenditure of such project(s):

1. Regional Bilingual Education Resource Network (RBERN)
   July 1, 2019 – June 30, 2020
   $1,046,592.00 (Year 5 of 5-year contract)

2. Employment Preparation Education (EPE)
   July 1, 2019 – June 30, 2020
   $164,114.00

3. School Library System Categorical Aid
   July 1, 2019 – June 30, 2020
   $10,454.00

4. School Library System Operating and Supplemental Aid
   July 1, 2019 – June 30, 2020
   $152,680.00

5. WIOA Columbia-Greene
   July 1, 2019 – June 30, 2020
   $100,000.00 (Year 2 of 3-year grant)

6. Angelo Del Toro Puerto Rican/Hispanic Youth Leadership Institute
   July 1, 2019 – June 30, 2020
   $422,689.00 (Year 2 of 4-year contract)

F. PER ITEM BID AWARD – JANITORIAL SUPPLIES FOR QUESTAR III & PARTICIPATING DISTRICTS

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, awards the janitorial supply bids on a per item basis to the lowest responsible bidder meeting specifications (attached) as listed below:

<table>
<thead>
<tr>
<th>Supplier</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>All-American Poly</td>
<td>$ 6,548.10</td>
</tr>
<tr>
<td>Central Poly</td>
<td>$ 8,108.06</td>
</tr>
<tr>
<td>EA Morse and Company</td>
<td>$37,867.28</td>
</tr>
<tr>
<td>Hill and Markes</td>
<td>$26,006.81</td>
</tr>
<tr>
<td>Interboro Packaging</td>
<td>$ 6,137.70</td>
</tr>
<tr>
<td>Unipak</td>
<td>$ 1,933.75</td>
</tr>
<tr>
<td>WB Mason</td>
<td>$32,977.69</td>
</tr>
</tbody>
</table>

(Participating school districts are: Averill Park, Germantown, Hoosic Valley, Hudson, Wynantskill & Questar III)
G. ESTABLISH AND/OR CONTINUE EXTRACLASSROOM ACTIVITY FUND 2019-20

RESOLUTION: BE IT RESOLVED, that upon recommendation of the Executive Officer, the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, gives approval for the establishment or continuation of the following Extraclassroom Activity Fund(s) pursuant to the Board’s Extraclassroom Activity Fund Policy.

1. AIM – Maple Hill School – Emily Bluhm-Allen & Sarah Knightes
2. Sackett Social Studies Club - Joal Bova
3. SkillsUSA REC – Signe Knutson, Teresa Mills
4. SkillsUSA CGEC - TBD
5. Robin Sobol Transition Academy – Christine Miller
7. Sackett Student Council – Erika Mohan
8. Rensselaer Academy Student Council – Lindsay Estaris, Chris Burl-Laraway & Leslie Jennings
9. REC Food Service – Mary Nescot & Katie Tichy

H. LEASE(S)

1. SCHODACK CENTRAL SCHOOL DISTRICT & QUESTAR III

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer Columbia-Greene Counties, upon the recommendation of the Executive Officer, approves entering into a lease with the Schodack Central School District for classroom and associated space in the Maple Hill Middle School located at 1477 South Schodack Road, Castleton, New York for purposes of housing Questar III special education programs as follows:

Term: July 1, 2019 – June 30, 2024, with the option to renew for one-year renewal periods.

Total rented space: 10 Rooms with playground and IT Server Closet Space for the 2019-2020 period. Plus 3 additional rooms for the 2020-2021 through 2023-2024 periods.

Annual Rent: $63,000 for the 2019-2020 period.
$84,000 per year for the 2020-2021 through 2023-2024 periods.

Ancillary Charges: $40,500 for the 2019-2020 period.
$54,000 per year for the 2020-2021 through 2023-2024 periods.

BE IT FURTHER RESOLVED: that the Board determines that such rental payments under the lease shall not be, and are not, more than the fair market rental value of similar properties in similar locations, and the Board also determines that the proposed lease is in the best financial interest of the supervisory district in that existing space owned or leased by the agency is inadequate for present or planned agency programs; the space is appropriate for the conduct of agency programs because of its location and cost; and the funds for the payment of rent under the lease are to be included in the agency’s capital budget.
2. EAST GREENBUSH CENTRAL SCHOOL DISTRICT & QUESTAR III
RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approves entering into a lease with the East Greenbush Central School District for classroom and associated space in the Columbia High School located at 962 Luther Rd. East Greenbush, New York for purposes of housing Questar III special education programs as follows:

Term: July 1, 2019 – June 30, 2021, with the option to renew upon mutual written agreement.

Total rented space: Classroom Nos. S102, S104 and S105.

Annual Rent: $21,000

Ancillary Charges: $13,500

BE IT FURTHER RESOLVED: that the Board determines that such rental payments under the lease shall not be, and are not, more than the fair market rental value of similar properties in similar locations, and the Board also determines that the proposed lease is in the best financial interest of the supervisory district in that existing space owned or leased by the agency is inadequate for present or planned agency programs; the space is appropriate for the conduct of agency programs because of its location and cost; and the funds for the payment of rent under the lease are to be included in the agency’s capital budget.

3. EAST GREENBUSH CENTRAL SCHOOL DISTRICT & QUESTAR III
RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approves entering into a lease with the East Greenbush Central School District for classroom and associated space in the Red Mill Elementary School located at 225 McCullough Place, Rensselaer, New York for purposes of housing Questar III special education programs as follows:

Term: July 1, 2019 – June 30, 2020

Total rented space: Classroom Nos. 5, 7, 13, 14

Annual Rent: $28,000

Ancillary Charges: $18,000

BE IT FURTHER RESOLVED: that the Board determines that such rental payments under the lease shall not be, and are not, more than the fair market rental value of similar properties in similar locations, and the Board also determines that the proposed lease is in the best financial interest of the supervisory district in that existing space owned or leased by the agency is inadequate for present or planned agency programs; the space is appropriate for the conduct of agency programs because of its location and cost; and the funds for the payment of rent under the lease are to be included in the agency’s capital budget.
4. LEASE AGREEMENT AMENDMENT: CAIRO-DURHAM CENTRAL SCHOOL DISTRICT & QUESTAR III

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approves amending the August 6, 2018 to June 30, 2019 lease agreement with the Cairo-Durham Central School District for classroom and associated space in the Durham Elementary located at 4099 NY Route 145, Durham, New York for purposes of housing Questar III’s heavy equipment career and technical education program as follows:

Term: August 6, 2018 – June 30, 2019
Total rented space: Amended to: Classroom Nos. 104 and 106; use of 6 +/- acres for heavy equipment
Annual Rent: Amended to: $14,000
Ancillary Charges: Amended to: $9,000

BE IT FURTHER RESOLVED: that the Board determines that such rental payments under the lease shall not be, and are not, more than the fair market rental value of similar properties in similar locations, and the Board also determines that the proposed lease is in the best financial interest of the supervisory district in that existing space owned or leased by the agency is inadequate for present or planned agency programs; the space is appropriate for the conduct of agency programs because of its location and cost; and the funds for the payment of rent under the lease are to be included in the agency’s capital budget.

5. CAIRO-DURHAM CENTRAL SCHOOL DISTRICT & QUESTAR III

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approves entering into a lease with the Cairo-Durham Central School District for classroom and associated space in the Durham Elementary located at 4099 NY Route 145, Durham, New York for purposes of housing Questar III’s heavy equipment career and technical education program as follows:

Term: July 1, 2019 – June 30, 2022
Total rented space: Classroom Nos. 104 and 106; temporary shop structure; use of 6 +/- acres for heavy equipment
Annual Rent: $28,000
Ancillary Charges: $18,000

BE IT FURTHER RESOLVED: that the Board determines that such rental payments under the lease shall not be, and are not, more than the fair market rental value of similar properties in similar locations, and the Board also determines that the proposed lease is in the best financial interest of the supervisory district in that existing space owned or leased by the agency is inadequate for present or planned agency programs; the space is appropriate for the conduct of agency programs because of its location and cost; and the funds for the payment of rent under the lease are to be included in the agency’s capital budget.
XV. POLICY

A. REVISED SCHOOL SAFETY PLAN #7-100 (SECOND READING)

RESOLUTION: Whereas, the Board established a review committee to review the Code of Conduct and the School Safety Plans in accordance with the Education Law; and Whereas, such committee has met and considered these policies; and Whereas, such committee recommended certain revisions to the School Safety Plan #7-100;

BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, that the School Safety Plan #7-100, as revised, be approved and adopted on second reading.

B. REVISED CODE OF CONDUCT #7-102 (SECOND READING)

RESOLUTION: Whereas, the Board established a review committee to review the Code of Conduct and the School Safety Plan in accordance with the Education Law; and Whereas, such committee met and reviewed these policies; and Whereas, such committee recommended certain revisions to the Code of Conduct Policy #7-102;

BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, that the Code of Conduct, as revised, be approved and adopted on second reading.

XIV. OTHER

A. TVHS 2019-20 ANNUAL BUDGET

RESOLUTION: BE IT RESOLVED, that upon recommendation of the Executive Officer, the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, hereby approves the Tech Valley High School 2019-20 Annual Budget.

B. JAMIE TOBIN, EAST GREENBUSH CENTRAL SCHOOL DISTRICT - QUESTAR III SCHOOL LIBRARY SYSTEM COUNCIL

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, appoint Jamie Tobin, of the East Greenbush Central School District, to serve on the Questar III School Library System Council from July 1, 2019 - June 30, 2022.

C. KATHY GUNDERMANN, CAPITAL DISTRICT LIBRARY COUNCIL - QUESTAR III SCHOOL LIBRARY SYSTEM COUNCIL

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, appoint Kathy Gundrum, of the Capital District Library Council, to serve on the Questar III School Library System Council from July 1, 2019 - June 30, 2022.

D. JENNIFER LUBBERS, EAST GREENBUSH PUBLIC LIBRARY - QUESTAR III SCHOOL LIBRARY SYSTEM COUNCIL

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, appoint Jennifer Lubbers, of the East Greenbush Public Library, to serve on the Questar III School Library System Council from July 1, 2019 - June 30, 2022.
F. MICHELLE EMMA, TROY CITY SCHOOL DISTRICT - QUESTAR III SCHOOL LIBRARY SYSTEM COUNCIL
RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, appoint Michelle Emma, of the Troy City School District, to serve on the Questar III School Library System Council from July 1, 2019 - June 30, 2022.

G. 2019-2021 QUESTAR III PROFESSIONAL DEVELOPMENT PLAN ADDENDUM
RESOLUTION: BE IT RESOLVED, that upon recommendation of the Executive Officer, the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, consistent with the Regulations of the Commissioner of Education, hereby approves the adoption of the Annual Professional Development Plan Addendum effective 2019 through 2021.

H. BOCES PROFESSIONAL DEVELOPMENT COMMITTEE (REVISED)
RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, that the following members of the BOCES Professional Development Committee are appointed for purposes of reviewing and updating the Questar III Professional Development Plan:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terry Bordell</td>
<td>Chief School Improvement Officer</td>
</tr>
<tr>
<td>Mike Buono</td>
<td>Human Resource Director</td>
</tr>
<tr>
<td>Tammie Borland</td>
<td>Parent</td>
</tr>
<tr>
<td>Anthony Defazio</td>
<td>Principal</td>
</tr>
<tr>
<td>Miriam Giller</td>
<td>Social Worker</td>
</tr>
<tr>
<td>Shauna Maynard</td>
<td>Special Education Director</td>
</tr>
<tr>
<td>Melony Merriman</td>
<td>Teaching Assistant</td>
</tr>
<tr>
<td>Lori McDonald</td>
<td>Teaching Assistant</td>
</tr>
<tr>
<td>Dawn McGowan</td>
<td>Teacher</td>
</tr>
<tr>
<td>Hilary Reilly</td>
<td>Teacher</td>
</tr>
<tr>
<td>Diane Stever</td>
<td>Teacher</td>
</tr>
<tr>
<td>Christine Willmart</td>
<td>Content Specialist</td>
</tr>
</tbody>
</table>

I. AMENDED COMPENSATION PLAN FOR EMPLOYEES NOT AFFILIATED WITH A BARGAINING UNIT
RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, hereby amends the Compensation Plan for Employees Not Affiliated with a Bargaining Unit as provided and dated July 11, 2019.

J. 2019-20 COMPENSATION SCHEDULE FOR EMPLOYEES NOT AFFILIATED WITH A BARGAINING UNIT
RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, hereby approves the 2019-20 Compensation Schedule for Employees Not Affiliated with a Bargaining Unit as provided.
XV. BOARD BUSINESS / REPORTS / DISCUSSION

XVI. EXECUTIVE OFFICER'S REPORT
   - Program Reviews

XVII. EXECUTIVE SESSION (if necessary)

XVIII. MOTION TO ADJOURN
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SOLE SUPERVISORY DISTRICT
RENSSELAER-COLUMBIA-GREENE COUNTIES

QUESTAR III MEETING MINUTES

Meeting
Date: June 5, 2019
Location: Questar III Boardroom
Presiding: John C. Hill, President

Members Present
Edmund Brooks, Member
Lynn Clum, Member
Mary Daly, Member
Joseph Garland, Member
Nadine Gazzola, Member
John C. Hill, President
Mark Mann, Member

Also Present
Dr. Gladys I. Cruz, District Superintendent
Harry Hadjioannou, Deputy Superintendent
Terry Bordell, Chief School Improvement Officer
Susan DiDonato, School Attorney & Deputy Clerk
Jennifer Mulligan, Business Office Manager/Controller
Mike Buono, Human Resource Director

CALL TO ORDER & PLEDGE
At 6:02 p.m.

RECOGNITION OF RETIREES
The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, proudly recognized the service and dedication of the following individuals in honor of their retirement from Questar III:

Ms. Pam Brody School Psychologist 27 yrs.
Ms. Eleanor Eckholm Teaching Assistant 27 yrs.
Ms. Linda Gebhardt Teaching Assistant 19 yrs.
Mr. Hal Hoffman Warehouse Supervisor 30 yrs.
Ms. Candace Lider Speech Language Pathologist 29 yrs.
Ms. Phyllis Mahar Teaching Assistant 25 yrs.
Ms. Maureen Selva Teaching Assistant 17 yrs.
Ms. Elaine Smith Adult & Continuing Education Teacher 17 yrs.
Ms. Mary Wallace Adaptive Physical Education Teacher 30 yrs.

PUBLIC HEARING
A Public Hearing was held for the purpose of reviewing the proposed revisions to the BOCES-Wide School Safety Plan #7-100 and the Questar III Code of Conduct #7-102. Member Gazzola asked about transport plans in the event of an emergency and Member Mann expressed his appreciation for the work on policy, further stating that the policies in place are very strong.
EXECUTIVE SESSION

1 – Ms. Gazzola  2 – Ms. Clum  Motion Carried (7 – Yes)
The Board of Cooperative Education Services entered into executive session at 6:37 p.m. for the purpose of a specific personnel matter.

RETURN TO REGULAR SESSION

1 – Ms. Gazzola  2 – Mr. Garland  Motion Carried (7 – Yes)
The Board of Cooperative Education Services returned to regular session at 7:05 p.m.

PRESENTATION(S)

Computer Systems and Special Education & CTE Program Reviews
by Ken Ziobrowski and Bryce Ebert
Emergency Medical Technicians & Health Careers Program
By Dr. Danielle Bouton-Wales and Karyn Watt for the purpose of articulation agreement submissions to SED

CORRECTION OF MINUTES

1 – Mr. Garland  2 – Mr. Brooks  Motion Carried (7 – Yes)
The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, made the following corrections to the resolution relating to certain employees adopted at the May 9, 2019 Board meeting:

PERMANENT CIVIL SERVICE STATUS

RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer Columbia-Greene Counties, upon the recommendation of the Executive Officer, recognizes the completion of the one (1) year probationary period of the following employee(s) and approves permanent status for their appointment effective on the date indicated:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Status</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Allen</td>
<td>1.0 FTE Network Systems Engineer</td>
<td>Permanent</td>
<td>01/02/19</td>
</tr>
<tr>
<td>John Harris</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ava Cameron</td>
<td>1.0 .60 FTE Jr. Network Systems Engineer</td>
<td>Permanent</td>
<td>01/02/19</td>
</tr>
</tbody>
</table>

APPROVAL OF MINUTES

1 – Ms. Clum  2 – Ms. Daly  Motion Carried (7 – Yes)
The Board of Cooperative Education Services Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approved the Minutes from the Regular Meeting of the Board of Cooperative Educational Services held on May 9, 2019.

TREASURER’S REPORT

1 – Mr. Garland  2 – Ms. Clum  Motion Carried (7 – Yes)
The Board of Cooperative Educational Services Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, accepted the Treasurer’s Report dated April 2019.
EXTRA CLASSROOM ACTIVITY FUND REPORT

1 – Mr. Brooks  
2 – Ms. Gazzola  
Motion Carried (7 – Yes)

The Board of Cooperative Educational Services Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, accepted the Central Treasurer’s Report for the Extra Classroom Activity Fund dated April 2019.

AUDIT COMMITTEE REPORT(S) NONE

INTERNAL CLAIMS AUDITING REPORTS

1 – Ms. Daly  
2 – Ms. Clum  
Motion Carried (7 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, accepted the Internal Claims Auditing Report dated April 26, 2019 to May 17, 2019.

RECOGNITION OF VISITORS

Karyn Watt, Mike Knichel, Miriam Giller, Hilary Reilly, Rose Helinski, Craig Church and many other visitors recognizing the retirees.

PUBLIC COMMENTS

Hilary Reilly read a prepared statement regarding the reduction in staffing at CGEC. President Hill assured Ms. Reilly that a response would be prepared and sent to her.

COMMUNICATIONS

- **June 6, 2019:** Questar III Staff End-Of-Year Celebration @ Schodack Island State Park
- **June 18, 2019:** Adult Education Graduation at 7:00 PM
- **June 27, 2019:** TVHS Graduation @ 6 pm. at the ZEN Building
- **July 11, 2019:** Reorganization and Regular Board Meeting starting at 6:00 p.m.
- **October 24-26, 2019:** NYSSBA – 100th Annual Convention – Rochester, NY
  *Registration opens July 15th so PLEASE let me know if you plan to attend as soon as possible*
TENURE RECOMMENDATION(S) The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, proudly granted tenure to the following individual(s) as noted:

Name: Mike DeGregory  
Tenure Area: Physical Education  
Effective: 09/01/19

Name: Maureen Kiefer  
Tenure Area: General Special Education  
Effective: 09/01/19

Name: Mark Nizer  
Tenure Area: General Special Education  
Effective: 09/01/19

Name: Kristen Bessette (Dorr)  
Tenure Area: Teaching Assistant  
Effective: 09/08/19

Name: Sandra Carroll  
Tenure Area: Teaching Assistant  
Effective: 09/08/19

RETIREMENT(S) The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, accepted with sincere regret and appreciation for their service, the resignation for the purpose of retirement of the following individual(s) as noted:

Certified Staff

Name: Phyllis Mahar  
Position: 1.0 FTE Teaching Assistant  
Date began: 10/27/94  
Effective: 07/01/19

Name: Elaine Smith  
Position: 0.2188 FTE Adult & Continuing Education Teacher  
Date began: 09/16/02  
Effective: 06/15/19

Name: Pamela Brody  
Position: 1.0 FTE School Psychologist  
Date began: 09/01/92  
Effective: 06/27/19
PERSONNEL (cont’d)

RESIGNATION(S) The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, accepted the resignation of the following individual(s) as noted:

Certified Staff

Name: Greg Westover
Position: 1.0 FTE Teacher New Visions STEM
Date Began: 04/01/16
Effective: 06/28/19

Name: Nicole Montana
Position: 1.0 FTE School Psychologist
Date Began: 08/13/18
Effective: 08/16/19

Classified Staff

Name: James Reeser
Position: 1.0 FTE Temporary Substitute Teaching Assistant
Date Began: 04/23/18
Effective: 05/03/19 (to accept another internal position)

Name: Matthew Maxon
Position: 1.0 FTE Warehouse Assistant
Date Began: 09/07/16
Effective: 06/30/19 (to accept another internal position)

Name: David Leather
Position: 1.0 FTE Internal Auditor
Date Began: 12/28/15
Effective: 05/28/19

ADDENDUM I

Name: Travis Costello
Position: 1.0 FTE Aviation Teacher
Date Began: 09/01/11
Effective: 06/07/19

CHANGE IN FTE / TITLE/ SALARY / STATUS The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approved the following changes in FTE and/or title, salary or status as noted below:

Classified Staff

Name: Erika Mohan – VOLUNTARY CHANGE IN FTE
Position: .60 FTE School Psychologist
(VOLUNTARY DECREASE FROM 1.0 FTE)
Tenure Area: N/A, Part-Time
Status: Part-Time
Certification: School Psychologist
Effective: 09/01/19 – 06/30/20
PERSONNEL (cont’d)

OTHER APPOINTMENTS

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approved the appointment of the following individual(s) as noted. These appointments were declared as emergency conditional vacancies and contingent upon clearance for employment based on fingerprinting requirements of the SAVE legislation.

Classified Staff

Name: Matthew Maxon
Position: 1.0 FTE Warehouse Supervisor
Status: Provisional
Effective: 07/01/19
Salary: $50,000.00

Name: Mason Burch
Position: 1.0 FTE Cleaner
Status: Probationary
Effective: 05/20/19
Salary: $30,120.00 prorated

Name: James Reeser
Position: 1.0 FTE Crisis Intervention Worker
Status: Provisional
Effective: 05/04/19
Salary: $32,147.00 prorated

PROBATIONARY CIVIL SERVICE APPOINTMENT

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, recognized the successful placement of the provisionally appointed individual(s) listed below on the Civil Service Eligible List and approved their probationary status to be served for a period of one (1) year from the effective date specified:

Name: Tracey Catalfamo
Position: 1.0 FTE Health & Safety Operations Manager
Status: Probationary
Effective: 02/13/19

PERMANENT CIVIL SERVICE STATUS

The Board of Cooperative Educational Services, Rensselaer Columbia-Greene Counties, upon the recommendation of the Executive Officer, recognized the completion of the one (1) year probationary period of the following employee(s) and approved permanent status for their appointment effective on the date indicated:

Name: Linda Phillips
Position: Textbook Coordinator
Status: Permanent
Effective: 07/17/19
ABOLITION OF POSITIONS / LAY-OFFS

The Board of Cooperative Educational Services, Rensselaer Columbia-Greene Counties, upon the recommendation of the Executive Officer, abolished the following positions as a result of budget constraints, declining enrollment and changes in district requests, and/or discontinuance of funding and directed employee lay-offs and placement on appropriate preferred eligibility lists, as follows:

Certified Staff

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Position</th>
<th>Tenure Area</th>
<th>Effective Date</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alyssa</td>
<td>Lupinski</td>
<td>School Social Worker</td>
<td>School Social Worker</td>
<td>6/30/2019</td>
<td>1.00</td>
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<tr>
<td>Marcia</td>
<td>Atwood</td>
<td>Specialist - RSE-TASC</td>
<td>General Special Education</td>
<td>6/30/2019</td>
<td>1.00</td>
</tr>
<tr>
<td>Melissa</td>
<td>Macaluso</td>
<td>Specialist - RSE-TASC</td>
<td>ISS - Special Education</td>
<td>6/30/2019</td>
<td>1.00</td>
</tr>
<tr>
<td>Timothy</td>
<td>Mutter</td>
<td>Specialist - RSE-TASC</td>
<td>ISS - Special Education</td>
<td>6/30/2019</td>
<td>1.00</td>
</tr>
<tr>
<td>Rosemary</td>
<td>Helinski</td>
<td>Teacher, Cosmetology</td>
<td>Cosmetology</td>
<td>6/30/2019</td>
<td>1.00</td>
</tr>
<tr>
<td>Adrienne</td>
<td>Haase</td>
<td>Teacher, Hotel &amp; Lodging</td>
<td>Hotel &amp; Lodging</td>
<td>6/30/2019</td>
<td>0.50</td>
</tr>
<tr>
<td>Kristi</td>
<td>Dannhefy</td>
<td>Teacher, Mathematics</td>
<td>Mathematics</td>
<td>6/30/2019</td>
<td>1.00</td>
</tr>
<tr>
<td>Karen</td>
<td>Quinn</td>
<td>Teacher, Science</td>
<td>Science</td>
<td>6/30/2019</td>
<td>0.50</td>
</tr>
</tbody>
</table>

Classified Staff

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Position</th>
<th>Effective Date</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pamela</td>
<td>Mertz</td>
<td>Vocational Program Recruiter (CTE)</td>
<td>6/30/2019</td>
<td>1.00</td>
</tr>
<tr>
<td>Tara</td>
<td>Wiese</td>
<td>Physical Therapist</td>
<td>6/30/2019</td>
<td>0.60</td>
</tr>
<tr>
<td>Liane</td>
<td>Denmore</td>
<td>Occupational Therapy Assistant</td>
<td>6/30/2019</td>
<td>0.40</td>
</tr>
</tbody>
</table>

PART-TIME/ HOURLY EMPLOYEES FOR 2018-19

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties approved the recommendation of the Executive Officer to appoint the following individuals as part-time or hourly employees for the 2018-19 school year.

- **Dmitry Yankowski**, IT Support Technician $12.12/hr. Hourly, 05/01/19 – 06/30/19
- **Caitlin Preisner**, National Technical Honor Society Advisor $750.00/stipend Stipend, 09/01/18 – 06/30/19

------------------------------------END OF CONSENT ----------------------------------
BID AWARD(S)  

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, awarded the following bids as indicated:

<table>
<thead>
<tr>
<th>Item Bid</th>
<th>Vendor</th>
<th>Bid Amount</th>
<th>Participating School Districts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Milk Products</strong></td>
<td>Dzembo’s Dairy</td>
<td>$345,474.55</td>
<td>Averill Park, Brunswick, Catskill, Chatham, Coxsackie-Athens, Hudson, Hoosick Valley, New Lebanon, Questar III, Wynantskill</td>
</tr>
<tr>
<td><strong>Bread Products</strong></td>
<td>Bimbo Bakeries</td>
<td>$109,522.22</td>
<td>Averill Park, Brunswick, Catskill, Coxsackie-Athens, Ichabod Crane, East Greenbush, Hoosic Valley, Taconic Hills, Wynantskill, Hoosick Falls</td>
</tr>
<tr>
<td><strong>Paper Products</strong></td>
<td>Hill &amp; Markes</td>
<td>$175,025.78</td>
<td>Averill Park, Brunswick, Catskill, Chatham, Coxsackie-Athens, East Greenbush, Germantown, Hoosic Valley, Ichabod Crane, New Lebanon, Questar III, Taconic Hills, Wynantskill</td>
</tr>
<tr>
<td><strong>Ice Cream Products</strong></td>
<td>Sycaway Creamery</td>
<td>$55,877.75</td>
<td>Averill Park, Brunswick, Catskill, Chatham, East Greenbush, New Lebanon, Taconic Hills, Wynantskill</td>
</tr>
<tr>
<td><strong>Grocery Products</strong></td>
<td>Ginsberg’s Food</td>
<td>$1,096,920.88</td>
<td>Averill Park, Brunswick, Catskill, Chatham, Coxsackie-Athens, East Greenbush, Germantown, Hoosic Valley, Ichabod Crane, New Lebanon, Taconic Hills, Wynantskill, Questar III</td>
</tr>
<tr>
<td><strong>Meat Products</strong></td>
<td>Sysco Food Service</td>
<td>$112,415.04</td>
<td>Averill Park, Brunswick, Catskill, Chatham, Coxsackie-Athens, East Greenbush, Germantown, Hoosic Valley, Ichabod Crane, New Lebanon, Taconic Hills, Wynantskill, Questar III</td>
</tr>
<tr>
<td><strong>Copy Paper Products</strong></td>
<td>WB Mason</td>
<td>$230,293.03</td>
<td>Catskill, East Greenbush, Germantown, Hoosic Valley, Hoosick Falls, Hudson, Ichabod Crane, Schodack, Taconic Hills, Wynantskill, Questar III</td>
</tr>
</tbody>
</table>
BUSINESS / FINANCE (cont’d)

ICHABOD CRANE CENTRAL SCHOOL DISTRICT INSTALLMENT PURCHASE AGREEMENT

1 – Mr. Garland  2 – Mr. Brooks  Motion Carried (7 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approved to enter a contract for procuring installment/purchase financing for and purchase of computer/technology equipment per the attached schedules A and B on behalf of the Ichabod Crane Central School District to be dated May 7, 2019.

AVERILL PARK CENTRAL SCHOOL DISTRICT INSTALLMENT PURCHASE AGREEMENT

1 – Mr. Garland  2 – Mr. Brooks  Motion Carried (7 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approved to enter a contract for procuring installment/purchase financing for and purchase of computer/technology equipment per the attached schedules A and B on behalf of the Averill Park Central School District to be dated June 10, 2019.

DECLARATION OF LEAD AGENCY: 2019-20 PHASE 2 WING A IMPROVEMENTS AND RECONSTRUCTION PROJECT

1 – Mr. Brooks  2 – Ms. Gazzola  Motion Carried (7 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, declared itself to be the Lead Agency for purposes of the State Environmental Quality Review Act (SEQRA) for the 2019-20 Capital Project consisting of Wing A improvements and reconstruction of the Rensselaer Educational Center.

TYPE II ACTION: 2019-20 REC PHASE 2 – WING A IMPROVEMENTS AND RECONSTRUCTION PROJECT

1 – Mr. Brooks  2 – Ms. Gazzola  Motion Carried (7 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, reviewed the list of improvements and reconstruction proposed for the Rensselaer Educational Center the 2019-20 Phase 2 - Wing A improvements and reconstruction project included in this agenda and found such improvements and reconstruction to be maintenance or repairs involving no substantial changes to existing structures or facilities under 6 NYCRR §617.5(c)(1) and/or routine activities of educational facilities under 6 NYCRR §617.5(c)(8) and therefore are Type II Actions under SEQRA; and since the Project is found to be a Type II Action no further action is required under SEQRA.
BUSINESS/FINANCE (cont’d)

RENSSELAER EDUCA TIONAL CENTER PROJECT – PHASE 2 - WING A IMPROVEMENTS AND RECONSTRUCTION

1 – Mr. Brooks  2 – Ms. Gazzola  Motion Carried (7 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties (Questar III), upon the recommendation of the Executive Officer, approved the proposed budget for Phase 2 - Wing A Improvements and Reconstruction of the Rensselaer Educational Center Building Project budget estimate of $4,864,632.00.

POLICY

REVISED SCHOOL SAFETY PLAN #7-100 (FIRST READING)

1 – Mr. Garland  2 – Ms. Gazzola  Motion Carried (7 – Yes)

The Board established a review committee to review the Code of Conduct and the School Safety Plans in accordance with the Education Law; and such committee has met and considered these policies; and such committee recommended certain revisions to the School Safety Plan #7-100; and therefore the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approved the School Safety Plan #7-100, as revised, on first reading.

REVISED CODE OF CONDUCT #7-102 (FIRST READING)

1 – Ms. Gazzola  2 – Mr. Brooks  Motion Carried (7 – Yes)

The Board established a review committee to review the Code of Conduct and the School Safety Plan in accordance with the Education Law; and, such committee met and reviewed these policies; and such committee recommended certain revisions to the Code of Conduct Policy #7-102; therefore the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approved the Code of Conduct, as revised, on first reading.
REVISED
BOCES-WIDE
SCHOOL SAFETY
AND CODE OF
CONDUCT
REVIEW TEAM

1 – Mr. Garland  2 – Ms. Daly

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, appointed the following members of the BOCES-Wide School Safety and Code of Conduct Review Team for purposes of undertaking the annual review of the School Safety Plan and the Code of Conduct Policy. (This is revised from the March 14, 2019 and May 9, 2019 resolutions with the addition of a CTE Teacher and Union Representative)

Mark Mann (Board Member)
Susan DiDonato (School Attorney)
Craig Hansen, (Health & Safety Director)
Meghan Platt (Special Education Assistant Principal)
Anthony DeFazio (CTE Principal)
Andrew Pemrick (Special Education Principal)
Chris Martel (Special Education Principal)
Danielle Remillard (Special Education Principal)
Danielle Bouton-Wales (CTE Director)
Jeff Baker (Chief Information Officer)
Suzanne Paulson (Special Education Principal)
Cynthia Herron (Special Education Coordinator)
Hilary Riley (CTE Teacher & Union Representative)
Zachary Moskov (CTE Student)
Alexis Moskov (CTE Student)

2019-20
ANNUAL
BUDGET AND
REVISED
2018-19
COSER

1 – Mr. Garland  2 – Ms. Gazzola

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approved the 2019-20 Annual Budget and the Revised 2018-19 COSER Budget and further approved submission of the same to the State Education Department.

BOARD REPORTS / DISCUSSION

Member Garland expressed his delight in his participation in the Heavy Equipment Roadshow stating that it was a wonderful experience and truly was an enlightening experience for the students who attended. It was suggested that this method be used for more BOCES programs to stir interest among students.
EXECUTIVE OFFICER’S REPORT

Dr. Cruz turned the time over to Harry Hadjioannou, Craig Hansen and John Sokol (architect) to address the Rensselaer Educational Center Renovation Project Update.

Susan DiDonato then reviewed Greene County BOCES History following a question at our last meeting concerning why only 4 Greene County districts are included in the Questar III BOCES. Ms. DiDonato also went over some of the highlights of the Exempt Schools from Paid Time Off During Elections legislation.

Dr. Cruz reviewed information with the board members concerning software that would better prepare, organize and distribute the board agenda and minutes. She requested that the board review the material distributed and consider it for purchase. The board requested a brief presentation of the software at the next meeting prior to their making a decision.

Jennifer Mulligan reviewed the new authority to establish TRS sub-reserve funds explaining that we will be looking at this and communicating with our districts.

PUBLIC COMMENTS
NONE

MOTION TO ADJOURN

1 - Ms. Daly  2 – Mr. Zwack  Motion Carried (7 – Yes)

The Board adjourned at 8:58 pm.

Respectfully Submitted By:

________________________________________
Susan DiDonato, Deputy Board Clerk
QUESTAR III CASH FLOW STATEMENT
FOR THE MONTH OF MAY 2019

<table>
<thead>
<tr>
<th>Bank Account Name</th>
<th>Beginning Cash Balance</th>
<th>Receipts</th>
<th>Intra-Fund Transfers In</th>
<th>Intra-Fund Transfers Out</th>
<th>Disbursements</th>
<th>Interest Income</th>
<th>Ending Cash Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Receipts Account</td>
<td>$ 8,919,070</td>
<td>$ 7,997,729</td>
<td>-</td>
<td>(7,349,540)</td>
<td>-</td>
<td>$ 1,396</td>
<td>$ 9,568,655</td>
</tr>
<tr>
<td>Cash Disbursements Account</td>
<td>680,923</td>
<td>-</td>
<td>5,231,590</td>
<td>-</td>
<td>(5,250,181)</td>
<td>-</td>
<td>662,332</td>
</tr>
<tr>
<td>Trust &amp; Agency Account</td>
<td>1,053,855</td>
<td>-</td>
<td>2,148,632</td>
<td>-</td>
<td>(3,194,987)</td>
<td>-</td>
<td>7,500</td>
</tr>
<tr>
<td>Capital Account</td>
<td>1,467,423</td>
<td>-</td>
<td>-</td>
<td>(30,682)</td>
<td>-</td>
<td>248</td>
<td>1,436,989</td>
</tr>
<tr>
<td>Scholarship Account</td>
<td>37,249</td>
<td>200</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>5</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$ 12,158,520</strong></td>
<td><strong>$ 7,997,729</strong></td>
<td><strong>$ 7,380,222</strong></td>
<td><strong>$ (7,380,222)</strong></td>
<td><strong>$ (8,445,168)</strong></td>
<td><strong>$ 1,649</strong></td>
<td><strong>$ 11,712,930</strong></td>
</tr>
</tbody>
</table>

Cumulative Summary
For the 6 month period of December 2018 - May 2019

<table>
<thead>
<tr>
<th>Month</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opening Cash Balance</td>
<td>$ 8,803,374</td>
<td>$ 11,394,954</td>
<td>$ 9,058,590</td>
<td>$ 10,307,487</td>
<td>$ 10,511,498</td>
<td>$ 12,158,520</td>
</tr>
<tr>
<td>Closing Cash Balance</td>
<td>$ 11,394,954</td>
<td>$ 9,058,590</td>
<td>$ 10,307,487</td>
<td>$ 10,511,498</td>
<td>$ 12,158,520</td>
<td>$ 11,712,930</td>
</tr>
<tr>
<td>Net Change</td>
<td>$ 2,591,580</td>
<td>(2,336,364)</td>
<td>$ 1,248,897</td>
<td>$ 204,011</td>
<td>$ 1,647,022</td>
<td>(445,590)</td>
</tr>
</tbody>
</table>

Prepared by: Carol McAdams
Controller: Jennifer L. Mulligan

Executive Officer: Gladys Cruz
Approved as to form
Internal Auditor: Alexa Schaffer
QUESTAR III
MULTIFUND CASH DISBURSEMENTS ACCOUNT

MONTH OF: MAY 2019

Cash Balance as of: 4/30/2019
General Fund $ 680,922.46
Federal Fund -
Trust & Agency Fund -
Capital Fund -
TOTAL BEGINNING CASH: $ 680,922.46

DISBURSEMENTS:
General Fund (4,909,772.82)
Federal Fund (58,719.82)
Trust & Agency Fund (251,006.42)
Capital Fund (30,682.00)
TOTAL DISBURSEMENTS: (5,250,161.06)

TRANSFERS & ADJUSTMENTS:
From Cash Receipts 5,200,908.35
From Trust & Agency -
From Capital Fund 30,682.00
Due to TA from A and F (sweep balances) 251,006.42
Due from F Fund to TA (sweep balances) -
Due from A Fund to TA (sweep balances) (251,006.42)
Due to F Fund From A (sweep balances) 58,719.82
Due from A Fund to F (sweep balances) (58,719.82)
Due from H Fund to A (sweep balances) -
Due to A Fund from H (sweep balances) -
TOTAL TRANSFERS: 5,231,590.35

Cash Balance as of: 5/31/2019
General Fund $ 662,331.75
Special Aid Fund -
T&A Fund -
Capital Fund -
TOTAL ENDING CASH: $ 662,331.75

BANK BALANCES
Balance per Bank Statement: Key Bank $ 3,672,885.03
Plus: Deposit in transit -
Less: Outstanding Checks : Key Bank (3,010,553.28)
TOTAL: $ 662,331.75

Prepared By: Carol McAdams
Executive Officer: Gladys Cruz
Approved as to Form
Internal Auditor:

Jennifer Mulligan
## Questar III
### Trust and Agency Fund

#### Month of: May 2019

<table>
<thead>
<tr>
<th>Cash Balance as of:</th>
<th>April 30, 2019</th>
<th>$1,053,855.13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receipts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Deposits</td>
<td>$1,475,621.96</td>
<td></td>
</tr>
<tr>
<td>NYS Withholding</td>
<td>$97,389.80</td>
<td>$2,178,710.11</td>
</tr>
<tr>
<td>Fed Withholding</td>
<td>$540,499.87</td>
<td>$143,902.60</td>
</tr>
<tr>
<td>TSA Withholding</td>
<td>$34,820.41</td>
<td>$802,724.87</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$2,146,632.04</td>
<td>$3,194,987.17</td>
</tr>
</tbody>
</table>

| Disbursements       |                |                |

<table>
<thead>
<tr>
<th>Cash Balance as of:</th>
<th>May 31, 2019</th>
<th>$7,500.00</th>
</tr>
</thead>
</table>

## Bank Balances

Balance per Bank Statement: Key Bank $7,500.00

Plus: 

Less: 

TOTAL $7,500.00

Prepared By: Carol McAdams

Executive Officer: Gladys Cruz

Approved as to form: Alexa Schauer

Business Manager: Jennifer Mulligan

Internal Auditor:
QUESTAR III  
CAPITAL FUND  

MONTH OF: MAY 2019

Cash Balance as of: 

April 30, 2019 

$ 1,467,422.86

RECEIPTS:  
Interest on Investments  
Transfer from General Fund  

TOTAL RECEIPTS:  

$ 247.77

DISBURSEMENTS:  
Transfer to Cash Disbursements  

TOTAL DISBURSEMENTS:  

(30,682.00)

Cash Balance as of:  

May 31, 2019 

$ 1,436,988.63

-----------------------------  

BANK BALANCES  

Balance per Bank Statement: Key Bank 

$ 1,436,988.63  

Plus:  

Less:  

TOTAL  

$ 1,436,988.63  

Prepared By: Carol McAdams  

Executive Officer: Gladys Cruz  
Approved as to form  

Business Manager: Jennifer Mulligan  

Internal Auditor:
QUESTAR III
SCHOLARSHIP FUND

MONTH OF: MAY 2019

Cash Balance as of: April 30, 2019 $ 37,249.14

RECEIPTS:
Interest $ 4.75
Donations 200.00

TOTAL RECEIPTS: 204.75

DISBURSEMENTS:
Awards

TOTAL DISBURSEMENTS: 

Cash Balance as of: May 31, 2019 $ 37,453.89

BANK BALANCES

Balance per Bank Statement: Key Bank $ 37,453.89

Plus: Deposit in Transit

Less: Outstanding Checks

TOTAL $ 37,453.89

Prepared by: Carol McAdams

Business Manager: Jennifer Mulligan

Executive Officer: Gladys Cruz
Approved as to form

Internal Auditor:
## EXTRA CLASSROOM ACTIVITY FUNDS
### CENTRAL TREASURER'S REPORT
#### MONTH ENDED: MAY 2019

### INDIVIDUAL ACTIVITY FUND BALANCES

<table>
<thead>
<tr>
<th>ACCOUNT TITLE</th>
<th>Service No.</th>
<th>GL Balance</th>
<th>Cash GL Balance</th>
<th>Cash Disbursements</th>
<th>Sales Tax Withheld</th>
<th>Available Fund Balance</th>
<th>BOE Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COLUMBIA GREENE EDUCATIONAL CENTER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CGEC SKILLS USA</td>
<td>765.010</td>
<td>$4,967.12</td>
<td>$2,570.00</td>
<td>$6,667.12</td>
<td>(97.33)</td>
<td>$6,579.79</td>
<td>Yes</td>
</tr>
<tr>
<td>CGEC PROSTART</td>
<td>765.080</td>
<td>3,549.70</td>
<td>-</td>
<td>3,549.70</td>
<td>-</td>
<td>3,549.70</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>RENSSELAER EDUCATIONAL CENTER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REC SKILLS USA</td>
<td>766.000</td>
<td>4,019.38</td>
<td>1,218.34</td>
<td>5,937.72</td>
<td>(96.26)</td>
<td>5,841.44</td>
<td>Yes</td>
</tr>
<tr>
<td>REC FOOD SERVICE</td>
<td>766.030</td>
<td>2,791.19</td>
<td>-</td>
<td>2,791.19</td>
<td>-</td>
<td>2,791.19</td>
<td>Yes</td>
</tr>
<tr>
<td>REC PROSTART</td>
<td>766.040</td>
<td>6,947.43</td>
<td>252.00</td>
<td>9,199.43</td>
<td>-</td>
<td>9,199.43</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>CLASSROOM LOCATIONS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AIM/RED MILL</td>
<td>767.000</td>
<td>4,591.50</td>
<td>-</td>
<td>4,591.50</td>
<td>-</td>
<td>4,591.50</td>
<td>Yes</td>
</tr>
<tr>
<td>RENSS ACADEMY STUDENT COUNCIL</td>
<td>767.102</td>
<td>3,028.70</td>
<td>-</td>
<td>3,028.70</td>
<td>(27.18)</td>
<td>3,001.52</td>
<td>Yes</td>
</tr>
<tr>
<td>SACKETT STUDENT COUNCIL</td>
<td>767.113</td>
<td>1,546.84</td>
<td>417.00</td>
<td>1,963.84</td>
<td>(106.04)</td>
<td>1,857.80</td>
<td>Yes</td>
</tr>
<tr>
<td>SACKETT SOCIAL STUDIES</td>
<td>767.130</td>
<td>29.83</td>
<td>242.00</td>
<td>-</td>
<td>271.83</td>
<td>-</td>
<td>Yes</td>
</tr>
<tr>
<td>AIM/GOFF</td>
<td>767.500</td>
<td>1,566.82</td>
<td>-</td>
<td>1,566.82</td>
<td>-</td>
<td>1,566.82</td>
<td>Yes</td>
</tr>
<tr>
<td>ROBIN SOBOL TRANSITIONS ACADEMY</td>
<td>767.600</td>
<td>165.15</td>
<td>(329.91)</td>
<td>145.24</td>
<td>-</td>
<td>145.24</td>
<td>Yes</td>
</tr>
<tr>
<td>GEORGE WASHINGTON STUDENT COUNCIL</td>
<td>767.700</td>
<td>230.53</td>
<td>48.60</td>
<td>279.13</td>
<td>-</td>
<td>279.13</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$35,484.19</td>
<td>$4,547.94</td>
<td>(39.91)</td>
<td>$39,992.22</td>
<td>(316.63)</td>
<td>$38,675.59</td>
</tr>
</tbody>
</table>

Bank Statement Balance: $40,032.13
Less Outstanding Checks: (39.91)
Plus Deposits in Transit: -
Reconciled Balance: $39,992.22

Performers:
Carol A. McAdams
Alexa Schaefer

Internal Auditor:
<table>
<thead>
<tr>
<th>Fund</th>
<th>Check Dates</th>
<th>Amount</th>
<th>Checks Issued</th>
<th>Checks/Series</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi Fund-warrant 145*</td>
<td>05/24/19</td>
<td>1,319,863</td>
<td>123</td>
<td>363478-363600</td>
</tr>
<tr>
<td>Multi Fund-warrant 146</td>
<td>05/24/19</td>
<td>11,541</td>
<td>1</td>
<td>363601</td>
</tr>
<tr>
<td>Multi Fund-warrant 149</td>
<td>05/31/19</td>
<td>146,316</td>
<td>13</td>
<td>363780-363792</td>
</tr>
<tr>
<td>Multi Fund-warrant 150**</td>
<td>05/31/19</td>
<td>2,750,973</td>
<td>86</td>
<td>363694-363779</td>
</tr>
<tr>
<td>Multi Fund-warrant 152</td>
<td>06/05/19</td>
<td>7,823</td>
<td>2</td>
<td>363794-363795</td>
</tr>
<tr>
<td>Multi Fund-warrant 153</td>
<td>06/07/19</td>
<td>443,111</td>
<td>120</td>
<td>363796-363915</td>
</tr>
<tr>
<td>Multi Fund-warrant 156</td>
<td>06/14/19</td>
<td>400,387</td>
<td>110</td>
<td>363989-364098</td>
</tr>
<tr>
<td>Multi Fund-warrant 157</td>
<td>06/14/19</td>
<td>525,638</td>
<td>15</td>
<td>364099-364113</td>
</tr>
<tr>
<td>Multi Fund-warrant 158***</td>
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<td>5,226,911</td>
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<td>Trust &amp; Agency-warrant 143</td>
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<td>Trust &amp; Agency-warrant 148</td>
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<td>363974-363988</td>
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<td>Payroll period-034</td>
<td>05/29/19</td>
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<td>Extra Classroom-warrant 151</td>
<td>05/31/19</td>
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<tr>
<td>Extra Classroom-warrant 154</td>
<td>06/07/19</td>
<td>4,136</td>
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<td>100331-100335</td>
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<tr>
<td>Extra Classroom-warrant 159</td>
<td>06/14/19</td>
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<td>1</td>
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<td>$13,986,304</td>
<td>667</td>
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Audit Findings: One confirming payment. Invoice in before the purchase order was opened. 
P.O. 19-01814 (N & S Supply). Business Office is aware of it.

*large payment for RCG Health Insurance Trust paid from this fund’s check run. 
**huge payment for Capital Region BOCES paid from this fund’s check run. 
***State Aid Payments

Rich Diaz
Claims Auditor
Questar III BOCES
518-479-6899

June 20, 2019
RESOLUTION OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES, RENSSELAER -COLUMBIA-GREENE COUNTIES FOR THE PURPOSE OF ENTERING INTO A CONTRACT FOR COOPERATIVE EDUCATIONAL SERVICES

WHEREAS, the Board of Education of the Greenville Central School District of New York State (the “School District”) desires to enter into a contract with the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties (“Questar III”), entitled the “Contract for Cooperative Educational Services”, a copy of which is attached hereto as Exhibit A;

WHEREAS, pursuant to the Contract for Cooperative Educational Services, Questar III will facilitate, on behalf of the School District, the provision of lease/purchase financing for the capital equipment described in Schedule A of the Contract for Cooperative Educational Services (the “Capital Equipment”);

WHEREAS, Questar III believes that the Contract for Cooperative Educational Services will facilitate the provision of technology improvement throughout the model schools program in a Questar III component school district as required pursuant to Section 1950 and 3602 of the Education Law;

WHEREAS, Questar III believes that the Cooperative Bidding Program provides a cost effective means of facilitating the Contract for Educational Services and that it is in the best interests of Questar III to execute and deliver the Contract for Cooperative Educational Services.

NOW, THEREFORE, BE IT RESOLVED, that the District Superintendent, or such other individuals as the District Superintendent may appoint, be, and hereby is authorized to execute and deliver such documents and papers in the name of Questar III as he or she deems necessary, advisable or appropriate to carry into effect the Contract for Cooperative Educational Services.
RESOLUTION OF THE BOARD OF EDUCATION OF THE GREENVILLE CENTRAL SCHOOL DISTRICT OF THE STATE OF NEW YORK FOR THE PURPOSE OF ENTERING INTO A CONTRACT FOR COOPERATIVE EDUCATIONAL SERVICES

WHEREAS, the Board of Education of the Greenville Central School District of New York State (the “School District”) desires to enter into a contract with the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties ("Questar III"), entitled the “Contract for Cooperative Educational Services”, a copy of which is attached hereto as Exhibit A:

WHEREAS, pursuant to the Contract for Cooperative Educational Services, Questar III will, on behalf of the School District, facilitate the provision of lease/purchase financing for the capital equipment described in Schedule A of the Contract for Cooperative Educational Services (the “Capital Equipment”);

WHEREAS, the School District believes that the Contract for Cooperative Educational Services will facilitate the provision of technology improvement under the model schools program;

WHEREAS, the School District believes that the Cooperative Bidding Program provides a cost effective means of facilitating the Contract for Educational Services and that it is in the best interests of the School District to execute and deliver the Contract for Cooperative Educational Services.

NOW, THEREFORE, BE IT RESOLVED, that the Superintendent, or such other individuals as the Board of Education may appoint, be, and hereby is authorized to execute and deliver such documents and papers in the name of the School District as he or she deems necessary, advisable or appropriate to carry into effect the Contract for Cooperative Educational Services.
EXHIBIT A

CONTRACT FOR COOPERATIVE EDUCATIONAL SERVICES

This Contract (the “Contract for Cooperative Educational Services”) made this 24th day of June 2019 by and between the Board of Education of the Greenville Central School District of New York State (the “School District”) and the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties (“Questar III”). The School District and Questar III shall sometimes be referred to herein individually, as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Section 1950 (4) (jj) of the Education Law permits the School District to contract with Questar III for a period in excess of one (1) year, but not exceeding five (5) years;

WHEREAS, Questar III desires to facilitate the provision of lease/purchase financing for the capital equipment described in Schedule A attached hereto (the “Capital Equipment”);

WHEREAS, the Parties believe that the Contract for Cooperative Educational Services will facilitate the provision of technology improvement throughout the model schools program in a Questar III component school district;

WHEREAS, the Parties believe that the Cooperative Bidding Program provides a cost effective means of facilitating the Contract for Educational Services;

WHEREAS, on the 8th day of November , 2018, the School District filed with the Commissioner of Education a statement of assurance of technology services, a copy of which is attached hereto as Exhibit A; and

WHEREAS, Questar III is authorized to facilitate provision of the lease/purchase financing pursuant to the Contract for Cooperative Services Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the Parties intending to be legally bound, hereby agree as follows:
1. In consideration for Questar III’s facilitation of the provision of the lease/purchase financing for the Capital Equipment, the School District agrees to pay, upon demand by Questar III, the total contract cost for the provision of the Capital Equipment pursuant to the Cooperative Bidding Program, including but not limited to the purchase price, interest, fees and other expenses incurred by Questar III in connection with the facilitation of the lease/purchase financing.

2. The School District further agrees to obtain insurance in an amount not less than the replacement value of the Capital Equipment from the perils of fire, extended coverage, vandalism and theft, naming Questar III as the insured, for the term of the Contract for Cooperative Educational Services.

The Contract for Cooperative Educational Services shall constitute the entire agreement between the Parties, the terms and provision of which shall not be altered, except by mutual agreement of the Parties, in writing.

IN WITNESS WHEREOF, the Parties have set their hands, the day and year indicated below:

Questar III  

By: ____________________________
Name:  Gladys Cruz
Title:  District Superintendent
Date:  ____________________________
Address: Questar III  
10 Empire State Blvd  
Castleton, NY 12033

School District

By: ____________________________
Name:  ____________________________
Title:  ____________________________
Date:  ____________________________
Address:  ____________________________

SCHEDULE A

Description of the Capital Equipment

ProBook 650 G5 Mobile Workstations with 3 Year Service contract - 154
## SCHEDULE B

**Schedule of Payments**

<table>
<thead>
<tr>
<th>Year</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-2019/2020</td>
<td>$__47,654.55</td>
</tr>
<tr>
<td>2-2020/2021</td>
<td>$__47,654.55</td>
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<tr>
<td>3-2021/2022</td>
<td>$__47,654.55</td>
</tr>
<tr>
<td>4-2022/2023</td>
<td>$__47,654.55</td>
</tr>
</tbody>
</table>
RESOLUTION OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES, RENSSELAER -COLUMBIA-GREENE COUNTIES FOR THE PURPOSE OF ENTERING INTO A CONTRACT FOR COOPERATIVE EDUCATIONAL SERVICES

WHEREAS, the Board of Education of the Averill Park Central School District of New York State (the “School District”) desires to enter into a contract with the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties (“Questar III”), entitled the “Contract for Cooperative Educational Services”, a copy of which is attached hereto as Exhibit A;

WHEREAS, pursuant to the Contract for Cooperative Educational Services, Questar III will facilitate, on behalf of the School District, the provision of lease/purchase financing for the capital equipment described in Schedule A of the Contract for Cooperative Educational Services (the “Capital Equipment”);

WHEREAS, Questar III believes that the Contract for Cooperative Educational Services will facilitate the provision of technology improvement throughout the model schools program in a Questar III component school district as required pursuant to Section 1950 and 3602 of the Education Law;

WHEREAS, Questar III believes that the Cooperative Bidding Program provides a cost effective means of facilitating the Contract for Educational Services and that it is in the best interests of Questar III to execute and deliver the Contract for Cooperative Educational Services.

NOW, THEREFORE, BE IT RESOLVED, that the District Superintendent, or such other individuals as the District Superintendent may appoint, be, and hereby is authorized to execute and deliver such documents and papers in the name of Questar III as he or she deems necessary, advisable or appropriate to carry into effect the Contract for Cooperative Educational Services.
RESOLUTION OF THE BOARD OF EDUCATION OF
THE AVERILL PARK CENTRAL SCHOOL DISTRICT OF
THE STATE OF NEW YORK FOR THE PURPOSE OF ENTERING INTO
A CONTRACT FOR COOPERATIVE EDUCATIONAL SERVICES

WHEREAS, the Board of Education of the Averill Park Central School District of New York State (the “School District”) desires to enter into a contract with the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties (“Questar III”), entitled the “Contract for Cooperative Educational Services”, a copy of which is attached hereto as Exhibit A:

WHEREAS, pursuant to the Contract for Cooperative Educational Services, Questar III will, on behalf of the School District, facilitate the provision of lease/purchase financing for the capital equipment described in Schedule A of the Contract for Cooperative Educational Services (the “Capital Equipment”);

WHEREAS, the School District believes that the Contract for Cooperative Educational Services will facilitate the provision of technology improvement under the model schools program;

WHEREAS, the School District believes that the Cooperative Bidding Program provides a cost effective means of facilitating the Contract for Educational Services and that it is in the best interests of the School District to execute and deliver the Contract for Cooperative Educational Services.

NOW, THEREFORE, BE IT RESOLVED, that the Superintendent, or such other individuals as the Board of Education may appoint, be, and hereby is authorized to execute and deliver such documents and papers in the name of the School District as he or she deems necessary, advisable or appropriate to carry into effect the Contract for Cooperative Educational Services.
EXHIBIT A

CONTRACT FOR COOPERATIVE EDUCATIONAL SERVICES

This Contract (the “Contract for Cooperative Educational Services”) made this 10th day of July, 2019 by and between the Board of Education of the Averill Park Central School District of New York State (the “School District”) and the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties (“Questar III”). The School District and Questar III shall sometimes be referred to herein individually, as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Section 1950 (4) (jj) of the Education Law permits the School District to contract with Questar III for a period in excess of one (1) year, but not exceeding five (5) years;

WHEREAS, Questar III desires to facilitate the provision of lease/purchase financing for the capital equipment described in Schedule A attached hereto (the “Capital Equipment”);

WHEREAS, the Parties believe that the Contract for Cooperative Educational Services will facilitate the provision of technology improvement throughout the model schools program in a Questar III component school district;

WHEREAS, the Parties believe that the Cooperative Bidding Program provides a cost effective means of facilitating the Contract for Educational Services;

WHEREAS, on the 29th day of October, 2018, the School District filed with the Commissioner of Education a statement of assurance of technology services, a copy of which is attached hereto as Exhibit A; and

WHEREAS, Questar III is authorized to facilitate provision of the lease/purchase financing pursuant to the Contract for Cooperative Services Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the Parties intending to be legally bound, hereby agree as follows:
1. In consideration for Questar III’s facilitation of the provision of the lease/purchase financing for the Capital Equipment, the School District agrees to pay, upon demand by Questar III, the total contract cost for the provision of the Capital Equipment pursuant to the Cooperative Bidding Program, including but not limited to the purchase price, interest, fees and other expenses incurred by Questar III in connection with the facilitation of the lease/purchase financing.

2. The School District further agrees to obtain insurance in an amount not less than the replacement value of the Capital Equipment from the perils of fire, extended coverage, vandalism and theft, naming Questar III as the insured, for the term of the Contract for Cooperative Educational Services.

The Contract for Cooperative Educational Services shall constitute the entire agreement between the Parties, the terms and provision of which shall not be altered, except by mutual agreement of the Parties, in writing.

IN WITNESS WHEREOF, the Parties have set their hands, the day and year indicated below:

Questar III

By: __________________________
Name: Gladys Cruz
Title: Superintendent
Date: ________________
Address: Questar III
10 Empire State Blvd
Castleton, NY 12033

School District

By: __________________________
Name: ______________________
Title: _______________________
Date: ________________
Address: _____________________
__________________________
SCHEDULE A

Description of the Capital Equipment

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
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<tbody>
<tr>
<td>Canon IRA 8505 Network Printer</td>
<td>4</td>
</tr>
<tr>
<td>Canon VarioPrint 130 Network Printer</td>
<td>2</td>
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<tr>
<td>Year</td>
<td>Payments</td>
</tr>
<tr>
<td>------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Year 1-2019/2020</td>
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<td>Year 2-2020/2021</td>
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<td>Year 3-2021/2022</td>
<td>$42,647.47</td>
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<td>Year 4-2022/2023</td>
<td>$42,647.47</td>
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<td>Year 5-2023/2024</td>
<td>$42,647.47</td>
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**Board Abstract**

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>Regional Bilingual Education Resource Network (RBERN)</th>
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</thead>
<tbody>
<tr>
<td>Funding Source:</td>
<td>NYS Education Department</td>
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<tr>
<td>Funding Status:</td>
<td>Year 5 of 5 year contract</td>
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<tr>
<td>Amount:</td>
<td>$1,046,592.00</td>
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<tr>
<td>Funding Period:</td>
<td>July 1, 2019- June 30, 2020</td>
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<tr>
<td>Project Director</td>
<td>Maria Trinidad Hernandez</td>
</tr>
<tr>
<td>Purpose:</td>
<td>The RBERN is funded by a contract from the NYS Education Department to provide services related to the education of English Language Learners (ELLs) throughout the Capital District RBERN region. RBERN is in service across 8 BOCES and 19 counties. These services include all modes of technical assistance, coaching, district and regional professional development as well as working closely with NYSED on programmatic initiatives related to policy and the educational experience of ELLs and their families. The 2019-20 fiscal year is the last year of the five year grant contract.</td>
</tr>
<tr>
<td>Date Submitted:</td>
<td>6/20/2019</td>
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</table>
Board Abstract

Project Title: Employment Preparation Education (EPE) State Aid Program

Funding Source: NYSED Adult Education Programs Policy (AEPP)

Funding Status: Renewal of previous funded program

Amount: $164,114.00

Funding Period: 07/01/2019 - 06/30/2020

Project Director: Christopher Foster

Purpose: The purpose of the EPE Program is to support Questar III’s efforts in the provision of adult basic education and literacy services to residents of Columbia, Greene, and Rensselaer Counties. This program will provide Adult Basic Education and English as a New Language to adults which are 21 years of age or older that are deficient in basic academic and English language skills. The program provides instruction in the communities of the participants. Instruction and support staff, assessment, case management, curriculum materials, and assessment materials are supported through this state-aided program.

Date Submitted: 6/14/2019
**Board Abstract**

<table>
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<tr>
<th>Project Title:</th>
<th>School Library System Categorical Aid</th>
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<tr>
<td>Funding Source:</td>
<td>New York State Education Department</td>
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<tr>
<td>Funding Status:</td>
<td>Expected to continue annually</td>
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<td>Amount:</td>
<td>$10,454.00</td>
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<td>Funding Period:</td>
<td>7/1/19 - 6/30/20</td>
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<tr>
<td>Project Director:</td>
<td>Kerrie Burch</td>
</tr>
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<td>Purpose:</td>
<td>The School Library System Categorical Aid is used to assist member libraries with automation needs with a focus on maintaining the union catalog. Funds also support professional development, delivery of materials, and grants to member libraries.</td>
</tr>
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</table>

**Date Submitted:** 6/20/19
**Board Abstract**

**Project Title:** School Library System Operating and Supplemental Aid

**Funding Source:** New York State Education Department

**Funding Status:** Expected to continue annually

**Amount:** $152,680.00

**Funding Period:** 7/1/19-6/30/20

**Project Director:** Kerrie Burch

**Purpose:** The School Library System's Operating Aid and Supplemental Aid are used to pay for the basic operational costs of the School Library System. These funds support the School Library System staff in providing professional development to member librarians. Materials are purchased on behalf of all member libraries ensuring equitable access to high quality resources.

**Date Submitted:** 6/20/19
**Board Abstract**

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>WIOA Columbia-Greene</th>
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</thead>
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<tr>
<td>Funding Source:</td>
<td>NYSED Adult Education Programs Policy (AEPP)</td>
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<tr>
<td>Funding Status:</td>
<td>Year 2 of a 3 year grant award. Possibility of extensions for a total of five years.</td>
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<tr>
<td>Amount:</td>
<td>$100,000.00</td>
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<tr>
<td>Funding Period:</td>
<td>07/01/2019 - 06/30/2020 (Year 2 of 3)</td>
</tr>
<tr>
<td>Project Director:</td>
<td>Christopher Foster</td>
</tr>
<tr>
<td>Purpose:</td>
<td>The purpose of this grant is to support Questar III's continued efforts in the provision of adult education and literacy services to residents of Columbia and Greene Counties. This program provides adult basic education, high school equivalency preparation, and English for speakers of other languages. The purpose is to provide adults with basic English/academic skills who have deficiencies. The program components are comprised of instruction, assessment, case management, support staff, curriculum materials, testing materials, and technological equipment that are supported through this program. This is the second year of a three year grant award (with possible extensions for a total of five years) with NYSED to deliver these literacy services to Columbia and Greene Counties.</td>
</tr>
<tr>
<td>Date Submitted:</td>
<td>June , 2019</td>
</tr>
</tbody>
</table>
Board Abstract

Project Title: The Angelo Del Toro Puerto Rican/Hispanic Youth Leadership Institute

Funding Source: New York State Department of Education

Funding Status: Year 2 of 4 year grant contract

Amount: $422,689.00

Funding Period: July 1, 2019 through June 30, 2020

Project Director: Diana Vazquez

Purpose: Questar III BOCES will coordinate The Angelo Del Toro/Hispanic Youth Leadership Institute (PRHYLI), a statewide Common Core aligned program that brings together 200 Hispanic/Latino students to Albany from across New York State.

PRHYLI consists of 3 main phases:
1. Training in regional delegations
2. Participation in the 3 day Institute
3. Extension and refinement of leadership skills

During the 3 day Institute, students take part in key activites which include team-building activities to develop inter-regional relationships, a Mock Assembly session which is conducted in the NYS Assembly Chamber, a student recognition dinner, and workshops.

The Angelo Del Toro Puerto Rican/Hispanic Youth Leadership Institute is a collaborative effort with the NYS Assembly/Senate Puerto Rican/Hispanic Task Force in conjunction with the SOMOS, Inc. conference, Office of Bilingual Education and World Languages, the New York State City Board of Education, and RBERNs across the state.

Date submitted: 6/14/2019
REQUEST TO ESTABLISH OR CONTINUE AN
EXTRACLASSROOM ACTIVITY FUND

Extraclassroom Activities are governed by the Extraclassroom Activity Fund Policy and administrative regulations. An Activity must be approved annually by the Deputy Superintendent, the District Superintendent and the Board of Education.

School Year 2019-2020

Name of Extraclassroom Activity:
AIM Maple Hill- Bluhm/ Knights

Check one: ☐ This is a new Extraclassroom Activity
☑ This is an existing Extraclassroom Activity

Staff Advisor(s): Emily Bluhm-Allen, Sarah Knights

Student Officers (i.e. President, Vice-President, Secretary, Treasurer, if any):
New Elections will be held in September. Current officers:
President: Kristeeana
VP: Madison
Secretary: Jackson

Purposes of the Extraclassroom Activity:
The extra-classroom account will allow students to raise money for fieldtrips, community outings, bus passes, and other educational opportunities.

Describe the source of funding, including fundraising activities, that are anticipated to support the Extraclassroom Activity and its Purposes (NOTE: All fundraising activities, whether identified here or planned at a later time, must be approved in advance pursuant to the Board of Education’s Fundraising Policy):
Bake sale- ongoing
Yankee candle sale- fall
Wreath sale (Connie McCullen)- Nov-Dec
Donations- ongoing
Applebee’s pancake breakfast- fall, spring
Gift card sale (scrips)- Oct-Dec.
Catalog sales- ongoing
Q11 spirit wear sale- fall, spring
Bus trip (NYC)- fall, spring
Spaghetti dinner- fall, spring

6-120-R
REQUEST TO ESTABLISH OR CONTINUE AN
EXTRACLASSROOM ACTIVITY FUND

Extraclassroom Activities are governed by the Extraclassroom Activity Fund Policy and administrative regulations. An Activity must be approved annually by the Deputy Superintendent, the District Superintendent and the Board of Education.

School Year 2019-2020

Name of Extraclassroom Activity:
Sackett Social Studies Club

Check one: □ This is a new Extraclassroom Activity
☑ This is an existing Extraclassroom Activity

Staff Advisor(s): Joel Bova

Student Officers (i.e. President, Vice-President, Secretary, Treasurer, if any):
None- students rotate taking responsibility

Purposes of the Extraclassroom Activity:
To provide for students to take informed action based on what is being studied in class.
The fund might be used to provide instructional opportunities or to contribute to a project related to class activities.

Describe the source of funding, including fundraising activities, that are anticipated to support the Extraclassroom Activity and its Purposes (NOTE: All fundraising activities, whether identified here or planned at a later time, must be approved in advance pursuant to the Board of Education’s Fundraising Policy):
Donations in support of a student walk for water. Other possible activities might include bake sales, car washes, craft sales or donations.

6-120-R
REQUEST TO ESTABLISH OR CONTINUE AN
EXTRACLASSROOM ACTIVITY FUND

Extraclassroom Activities are governed by the Extraclassroom Activity Fund Policy and administrative regulations. An Activity must be approved annually by the Deputy Superintendent, the District Superintendent and the Board of Education.

School Year 2019-2020

Name of Extraclassroom Activity:
SkillsUSA REC, Account #768.000

Check one: □ This is a new Extraclassroom Activity
☑ This is an existing Extraclassroom Activity

Staff Advisor(s): Sige Knutson, Teresa Mills

Student Officers (i.e. President, Vice-President, Secretary, Treasurer, if any):
(To be determined by elections in fall 2019)

Purposes of the Extraclassroom Activity:
Raise funds to help defer some of the cost students will need to pay to attend/compete in the SkillsUSA conferences, community service work, and the REC Scholarship Fund.

Describe the source of funding, including fundraising activities, that are anticipated to support the Extraclassroom Activity and its Purposes (NOTE: All fundraising activities, whether identified here or planned at a later time, must be approved in advance pursuant to the Board of Education's Fundraising Policy):
Car wash sales, Candy sales, flower sales, SkillsUSA Booster-Button recognition sales, and vending commissions
REQUEST TO ESTABLISH OR CONTINUE AN EXTRACLASSROOM ACTIVITY FUND

Extraclassroom Activities are governed by the Extraclassroom Activity Fund Policy and administrative regulations. An Activity must be approved annually by the Deputy Superintendent, the District Superintendent and the Board of Education.

School Year 2019-20

Name of Extraclassroom Activity:
CGEC SkillsUSA

Check one: [ ] This is a new Extraclassroom Activity
[ ] This is an existing Extraclassroom Activity

Staff Advisor(s): unknown

Student Officers (i.e. President, Vice-President, Secretary, Treasurer, if any):
TBD in October 2019

Purposes of the Extraclassroom Activity:
Raise funds for SkillsUSA Competitions (Regional & State)

Describe the source of funding, including fundraising activities, that are anticipated to support the Extraclassroom Activity and its Purposes (NOTE: All fundraising activities, whether identified here or planned at a later time, must be approved in advance pursuant to the Board of Education’s Fundraising Policy):
bottled water, baked goods, candy, ice cream, jewelry, candles, cookie dough, breakfast sandwiches, Spirit Day,pasta magazine/newspaper subscriptions, balloons, flowers, cotton candy, crafts, haircuts, Cruise-In, sweatshirt/t-shirt sales

manicures, pedicures, car washes, denim day, pizza, Applebees breakfast, holiday themed fundraisers 6-120-R
REQUEST TO ESTABLISH OR CONTINUE AN
EXTRACLASSROOM ACTIVITY FUND

Extraclassroom Activities are governed by the Extraclassroom Activity Fund Policy and administrative regulations. An Activity must be approved annually by the Deputy Superintendent, the District Superintendent and the Board of Education.

School Year 2019-2020

Name of Extraclassroom Activity:
Robin Sobol Transition Academy Activity Fund

Check one: [ ] This is a new Extraclassroom Activity
[ ] This is an existing Extraclassroom Activity

Staff Advisor(s): Christine Miller

Student Officers (i.e. President, Vice-President, Secretary, Treasurer, if any):
Elections will take place in the fall of 2019

Purpose of the Extraclassroom Activity:
To raise money for school trip activities and to learn and increase entrepreneurial skills

Describe the source of funding, including fundraising activities, that are anticipated to support the Extraclassroom Activity and its Purposes (NOTE: All fundraising activities, whether identified here or planned at a later time, must be approved in advance pursuant to the Board of Education's Fundraising Policy):

Source of Funding: Donations

Fundraiser: Making dog biscuits, cat toys

6-120-R
REQUEST TO ESTABLISH OR CONTINUE AN 
EXTRACLASSROOM ACTIVITY FUND

Extraclassroom Activities are governed by the Extraclassroom Activity Fund Policy and administrative regulations. An Activity must be approved annually by the Deputy Superintendent, the District Superintendent and the Board of Education.

School Year 2019-2020

Name of Extraclassroom Activity:
Student Council

Check one:  [ ] This is a new Extraclassroom Activity
[√] This is an existing Extraclassroom Activity

Staff Advisor(s):  Krista Cooney

Student Officers (i.e., President, Vice-President, Secretary, Treasurer, if any):  
will be newly elected in the Fall.

 Purposes of the Extraclassroom Activity:
To promote community involvement and voluntarism at George Washington School, students will also have a voice in PBSD activities that happen within the school.

Describe the source of funding, including fundraising activities, that are anticipated to support the Extraclassroom Activity and its Purposes (NOTE: All fundraising activities, whether identified here or planned at a later time, must be approved in advance pursuant to the Board of Education’s Fundraising Policy):
No funding will be needed.
REQUEST TO ESTABLISH OR CONTINUE AN
EXTRACLASSROOM ACTIVITY FUND

Extraclassroom Activities are governed by the Extraclassroom Activity Fund Policy and administrative regulations. An Activity must be approved annually by the Deputy Superintendent, the District Superintendent and the Board of Education.

School Year 2019-2020

Name of Extraclassroom Activity:
Sackett Student Council

Check one: [ ] This is a new Extraclassroom Activity
[ ] This is an existing Extraclassroom Activity

Staff Advisor(s): Erika Mohan

Student Officers (i.e. President, Vice-President, Secretary, Treasurer, if any):
Secretary: Slade Watkins
Treasurer: Katie Mason

The current President and Vice President are graduating and going to another program, respectfully, so new officers will be elected at the beginning of the 2019-2020 school year.

Purposes of the Extraclassroom Activity:
The purpose of the Sackett student council activity fund is to raise money for building wide activities, such as student yearbooks, school dance materials, and potential future field trips. These activities will, in hopes, create positive learning experiences for our students.

Describe the source of funding, including fundraising activities, that are anticipated to support the Extraclassroom Activity and its Purposes (NOTE: All fundraising activities, whether identified here or planned at a later time, must be approved in advance pursuant to the Board of Education’s Fundraising Policy):

Yankee Candle fundraiser-Fall 2019
Candy grams

Applebee’s Flapjack Breakfast- Spring 2020 (April or May)

Car wash, art show, candy sale, soup sale, coffee sale, back sale-dates TBD
REQUEST TO ESTABLISH OR CONTINUE AN
EXTRA CLASSROOM ACTIVITY FUND

Extraclassroom Activities are governed by the Extraclassroom Activity Fund Policy and administrative regulations. An Activity must be approved annually by the Deputy Superintendent, the District Superintendent and the Board of Education.

School Year 2019-2020

Name of Extraclassroom Activity:
Rensselaer Academy Student Council

Check one: [ ] This is a new Extraclassroom Activity
[✓] This is an existing Extraclassroom Activity

Staff Advisor(s): New School Psychologist, Lindsay Estaris, Chris Buri-Laraway, Leslie Jennings

Student Officers (i.e. President, Vice-President, Secretary, Treasurer, if any):
President: Jasear Williams
Vice President: Julius Ambi
Treasurer: Timothy Foust
Secretary: Austin Agar

Purposes of the Extraclassroom Activity:
To raise money for our school rewards, graduating gifts, extra privileges, filed trips, school student t-shirts, etc.

Describe the source of funding, including fundraising activities, that are anticipated to support the Extraclassroom Activity and its Purposes. (NOTE: All fundraising activities, whether identified here or planned at a later time, must be approved in advance pursuant to the Board of Education’s Fundraising Policy):
Recycling, bake sales, flower sales, staff breakfast, staff lunch, staff cookoffs, coffee cart sales, car wash ticket sales.

6-120-R
REQUEST TO ESTABLISH OR CONTINUE AN EXTRACLASSROOM ACTIVITY FUND

Extraclassroom Activities are governed by the Extraclassroom Activity Fund Policy and administrative regulations. An Activity must be approved annually by the Deputy Superintendent, the District Superintendent and the Board of Education.

School Year 2019-2020

Name of Extraclassroom Activity:
REC Food Service

Check one: [ ] This is a new Extraclassroom Activity
[ ] This is an existing Extraclassroom Activity

Staff Advisor(s): Mary Nescot and Katie Tichy

Student Officers (i.e. President, Vice-President, Secretary, Treasurer, if any):
Will be elected September 2019

Purposes of the Extraclassroom Activity:
To raise funds for field trips, end of year celebrations and activities. To enhance the programs cooking skills and customer service skills.

Describe the source of funding, including fundraising activities, that are anticipated to support the Extraclassroom Activity and its Purposes (NOTE: All fundraising activities, whether identified here or planned at a later time, must be approved in advance pursuant to the Board of Education’s Fundraising Policy):
Baked goods, prepared snacks, prepared cakes for special occasions upon request.
LEASE AGREEMENT

This LEASE AGREEMENT (this “Lease” or this “Agreement”), entered into as of July 1, 2019 by and between the SCHODACK CENTRAL SCHOOL DISTRICT (“Landlord”), a body corporate, duly created pursuant to the Education Law of the State of New York, with its central administrative offices at 1477 South Schodack Road, Castleton-on-Hudson, New York 12033 and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, RENSSELAER, COLUMBIA and GREENE COUNTIES, a body corporate, duly created pursuant to the Education Law of the State of New York, d/b/a “QUESTAR III” (“Tenant”), with an office at 10 Empire State Blvd, Castleton, New York 12033. Landlord and Tenant may be hereinafter referred to individually as a “Party,” and collectively as the “Parties.”

WHEREAS, the Parties have reached an agreement for the lease by Landlord to Tenant of those certain premises described in Section 1.1 of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I – LEASE

1.1 Leased Premises. Subject to the terms and conditions herein set forth, Tenant hereby rents from Landlord and Landlord hereby leases and grants to Tenant those certain classrooms, offices, and areas as the same are more specifically described on Schedule 1.1 attached hereto and made a part hereof (the “Leased Premises”), which Leased Premises is located in a building commonly known as the former Maple Hill Middle School (the “Building”) and located at 1477 South Schodack Road, Castleton-on-Hudson, New York. Subject to the terms and conditions herein set forth, Landlord also grants Tenant the non-exclusive right in common with others to use the common areas and support facilities within the Building and on Landlord’s land including the building, including, but not limited to: parking spaces, bathrooms, hallways, recreation areas, cafeteria, outside school grounds, the gymnasiums, and other areas of a like or similar nature. Subject to the terms and conditions herein set forth, Landlord may not re-designate, alter, discontinue or reduce all or part of the Leased Premises without Tenant’s prior written consent.

1.2 Rentals to include. Rentals will include an adequate supply of appropriate classroom furnishings including student desks and chairs, teacher desk and file cabinet, work table, shelving for books and supplies, clock, chairs, chalk board and/or whiteboard, bulletin board and/or student locker or cloak room facilities; non-exclusive access to district’s technology systems including but not limited to telephone and Internet access unless or until Tenant provides Internet access and telephones in accordance with paragraph 4.3 of this Agreement. Smart boards and other presentation systems will be provided by Tenant. Tenant shall be entitled to mount such equipment on walls with the advance written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed. Tenant shall remove any and all such equipment upon termination or expiration of this Agreement or any renewals thereof at Tenant’s sole cost and expense unless otherwise agreed upon by Tenant and Landlord.

1.3 Rules and Regulations. Tenant’s use of the Lease Premises is conditioned on the Tenant’s and Tenant’s employees’ and visitors’ compliance with Landlord’s Regulations for the Use of Leased Premises as detailed in Exhibit A and all Landlord directives regarding Emergency Response Planning and drills.
ARTICLE II – SERVICES TO BE PROVIDED BY LANDLORD

2.1 Subject to Article V and 6.1 hereof, and not by way of limitation, Landlord at its sole cost and expense shall provide the following to the Leased Premises: structural maintenance of the Leased Premises; heat; air conditioning, if any; plumbing; water; technology unless or until Tenant provides Internet access and telephones in accordance with paragraph 4.3 of this Agreement; maintenance of the Leased Premises; cleaning services each school day, five days per week (Monday through Friday unless otherwise agreed in writing by the Parties) and any other custodial services normally performed for Landlord’s classrooms and common areas.

ARTICLE III – LEASE TERM; PAYMENTS; RENEWAL

3.1 Lease Term. The initial term of this Lease shall commence on July 1, 2019 shall terminate at 11:59 p.m. on June 30, 2024 (the “Lease Term”).

3.2 Renewal Term. Tenant shall have the right to renew this Agreement for one (1) year renewal period(s) (the “Renewal Terms”) subject to approval of Landlord. Each such Renewal Term shall be exercisable upon the delivery of written notice to Landlord at least one hundred eighty (180) days prior to the expiration of the Lease Term or subsequent Renewal Term. Upon the exercise of any Renewal Term, the terms and conditions of this Agreement shall govern, control and remain in full force and effect.

3.3 Rental Payments. In consideration of the covenants and obligations herein undertaken by Landlord, Tenant shall pay to Landlord a total rent of: $63,000 for the period July 1, 2019 through and including June 30, 2020; and an annual rent of $84,000 for the remaining school years (the “Annual Rent”). Tenant will pay Landlord one-tenth of the applicable Annual Rent monthly commencing September 1 each school year. Additionally, Tenant agrees to pay Landlord a total of $40,500, for the period July 1, 2019 through and including June 30, 2020; and $54,000 for each of the remaining school years, for annual ancillary services (“Annual Ancillary Services Fee”) provided in connection with Tenant’s occupancy of the Leased Premises. Tenant will pay Landlord one-tenth of the applicable Annual Ancillary Services Fee monthly commencing September 1 each school year.

3.4 All Annual Rent and Annual Ancillary Services Fee payment shall be paid on the first (1st) day of each month during the Lease Term without notice or demand, and without abatement, deduction or setoff of any kind of nature. All payments shall be paid by check or wire transfer, in lawful money of the United States of America, which shall be immediately available to Landlord.

ARTICLE IV – USE OF LEASED PREMISES

4.1 Tenant shall use and occupy the Leased Premises during the Lease Term and any Renewal Term solely for educational purposes, which includes, without limitation, use for special education classrooms and associated purposes including but not limited to extended year programs, as well as administrative office space. Landlord represents that the Leased Premises lawfully may be used for such purposes.

4.2 Landlord agrees to allow Tenant to construct a playground for the sole use of Tenant’s students (the “Playground”) in a location on the land including the building determined by Landlord in the reasonable exercise of Landlord’s discretion, which Playground shall be constructed in accordance with Schedule 1.2 attached hereto and made a part hereof, maintained,
repaired and removed at Tenant’s sole cost and expense. Tenant shall remove the Playground upon termination or expiration of this Agreement or any renewals thereof unless otherwise agreed upon by Tenant and Landlord; provided, however, that any fencing and ground surfacing installed by Tenant as part of the Playground shall remain and become Landlord’s property at the termination or expiration of this Agreement. Tenant agrees to cause the Playground to be fully and adequately fenced, and Tenant will maintain locks on all entrances to Playground. In the event that Tenant constructs the Playground in accordance herewith, Landlord shall also allow Tenant to construct, maintain and repair of a paved pathway from exterior doors on west side of the Building to the Playground at Tenant’s sole cost and expense. Such Playground and any paved pathway shall be in compliance with any applicable regulations of the commissioner of education of the State of New York, Compilation of Codes Rules and Regulations (“NYCRR”) Title 8 Part 155 and the Americans with Disabilities Act specifications for wheelchair accessibility.

4.3 Landlord agrees to allow Tenant access to technology infrastructure in building for the purpose of Tenant providing voice-over Internet protocol (VOIP) and Internet access to Tenant’s leased classrooms and offices. Landlord will provide Tenant with useable equipment rack space for twenty-two rack units in the closet adjacent to Room 315 and/or at such other space as agreed upon by Tenant (“Technology Closets”). If Tenant deems it necessary Landlord will install additional cabling at Landlord’s expense to Tenant’s leased classrooms, offices and surrounding hallways.

4.4 Landlord agrees to allow Tenant to install air conditioning units in the Leased Premises and Technology Closets at Tenant’s sole cost and expense.

**ARTICLE V – RESPONSIBILITIES OF LANDLORD**

5.1 Snow Removal. Landlord shall provide and pay for all snow and ice removal from the parking lots, driveways, sidewalks and doorways serving the Leased Premises.

5.2 Maintenance by Landlord. Landlord shall, at Landlord’s sole cost and expense, maintain the structural integrity of the Leased Premises, including without limitation, the roof, foundation, exterior walls, windows, window glass, plate glass and all doors, and shall maintain, repair and replace as necessary, at its sole cost and expense, all water, sewer or utility pipes, and water or utility meters serving the Leased Premises. Landlord shall maintain, repair, and replace as necessary all major systems serving the Leased Premises, including without limitation, air conditioning systems, if any, electrical systems, technology systems, heating systems and plumbing systems, during the entire Lease Term in good working order and condition at Landlord’s sole expense except that Tenant shall maintain, repair and replace any equipment installed and maintained by Tenant. Tenant shall give immediate notice to Landlord or Landlord’s agent of the need for repairs or maintenance of which Tenant has actual knowledge, and Landlord shall proceed promptly to make such repairs or replacements, or perform such maintenance required of Landlord hereunder. All repairs, replacements and maintenance shall comply with the regulations of the commissioner of education of the State of New York, NYCRR Title 8 Part 155 and the Americans with Disabilities Act. The foregoing notwithstanding, any such repairs or replacements made necessary by Tenant’s or its agents’ or invitees’ negligence or intentional acts shall be the responsibility of Tenant.

5.3 Grounds Keeping and Janitorial Services. Landlord shall maintain the parking lots, driveways, sidewalks, common areas, and all exterior landscaping serving the Leased Premises at Landlord’s sole cost and expense, as needed to maintain the standards of maintenance and appearance for similar buildings in similar localities. Landlord shall provide janitorial and
cleaning services throughout the Leased Premises in manner that complies with the regulations of the commissioner of education.

5.4 Preparation for Occupancy and Possession. The Leased Premises shall comply with all applicable regulations of the Commissioner of Education of the State of New York applicable to such facilities. At least seventy-two (72) hours prior to the commencement of the Lease Term, Landlord shall afford Tenant and its employees, agents and contractors, if any, access to the Leased Premises to inspect and verify the performance of all such work and compliance with the terms of this Lease. Landlord agrees to correct promptly any condition Tenant or the New York State Education Department (“SED”) determines to be deficient. Landlord agrees that, except for the portion of the Leased Premises identified as Room # 201, the Leased Premises shall be delivered to Tenant broom clean, empty of all personal property, and reasonably suitable for use as classroom or office space. Subject to the foregoing, including the immediately preceding sentence, the Leased Premises shall be delivered to Tenant in its AS-IS / WHERE-IS state and condition, with all faults, and without the obligation of Landlord to perform any work of any kind or nature.

5.5 Principal Services. Landlord shall provide all services related to the employ and provision of a School Principal in the event of emergency or unavailability of Tenant’s School Principal or Administrator.

ARTICLE VI – UTILITY CHARGES

6.1 Utilities. Landlord shall pay all charges for telephone and technology (unless or until Tenant provides Internet access and telephones in accordance with paragraph 4.3 of this Agreement), water, heat and electricity used, rendered, or supplied upon or in connection with the Leased Premises, during the Lease Term or any Renewal Term. Landlord is responsible for furnishing all utilities associated with the Tenant’s use of the Leased Premises including Internet access unless otherwise provided by Tenant in accordance with paragraph 4.3 of this Agreement.

ARTICLE VII – TENANT’S OBLIGATIONS

7.1 Maintenance and Repairs. Tenant shall take good and reasonable care of the Leased Premises, the Playground and any Technology Closets. At the end or other expiration of the Lease Term or any Renewal Term, Tenant shall deliver up the Leased Premises, the Playground and any Technology Closets in good order and condition, damages by the elements and reasonable wear and tear excepted. Tenant shall make no material alteration or changes in the Leased Premises unless it has first received written consent from Landlord. Such consent shall not be unreasonably withheld or delayed. Notwithstanding anything contained herein (but subject to the indemnification and other obligations of Tenant hereunder), the parties agree that Tenant shall be under no obligation to make structural repairs to the Leased Premises or the Building or correct structural defects, and that all such repairs or corrections shall be performed by Landlord.

7.2 Compliance With Laws. Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and local governments and of any and all their departments and bureaus applicable to the Leased Premises, the Playground and the Technology Closets, including as to the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with the Leased Premises, the Playground and any Technology Closets during the Lease Term and any Renewal Term; and shall also promptly comply with all applicable rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body.
7.3 Assignment/Subletting. Tenant, its successors, representatives, heirs, executors or administrators shall not assign this Agreement, or underlet or underlease the Leased Premises, or any part thereof, or make any material alternations on the Leased Premises, without Landlord’s prior written consent, such consent not to be unreasonably withheld or delayed.

7.4 Tenant’s Default. If (a) the Leased Premises or any part thereof shall be abandoned during the Lease Term or any Renewal Term, or (b) if any default be made in the payment of the Annual Rent or any Rental Payment or any part thereof, or (c) if any default be made in the performance of any of Tenant’s covenants herein contained (upon written notice to Tenant with a reasonable time given, not less than thirty (30) days, to cure such default or, if such default cannot reasonably be cured within thirty (30) days, then commence such cure during that time and diligently prosecute said cure to completion), the same shall constitute a material breach and default by Tenant hereunder. Landlord or Landlord’s representatives may, upon the occurrence of such a default, re-enter the Leased Premises by summary proceedings and remove all persons therefrom, without being liable to prosecution therefore, and/or rent the Leased Premises on behalf of Tenant, reserving the right to rent the Leased Premises for a longer period of time than fixed in the original lease (although Tenant’s liability shall be limited to the Lease Term or if applicable, Renewal Term) without releasing Tenant from any liability, applying any moneys collected to the payment of the Annual Rent and all other charges due and to grow due to Landlord, any surplus to be paid to Tenant.

7.5 Signs. Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to the Leased Premises or any other part of same, except in or at such place or places as may be indicated by Landlord and consented to by Landlord in writing. Such consent shall not be unreasonably withheld, conditioned or delayed. If Landlord or Landlord’s representatives shall deem it necessary to remove any such sign or signs or to paint the Leased Premises or the Building or make any other repairs, alterations or improvements in or upon the Leased Premises, Landlord shall have the right to do so at Landlord’s expense, subject to the terms and conditions set forth herein.

7.6 Insurance. Tenant shall add Landlord as an additional insured on its liability insurance policies (which shall, without limitation, include abuse or molestation coverage) and shall maintain all such policies in force during the Term. The premiums for such insurance shall be paid by Tenant, as required, and Landlord shall be furnished with proof of insurance at least annually. Tenant shall be responsible for insuring any of Tenant’s personal property located in the Leased Premises.

ARTICLE VIII – REPRESENTATIONS AND WARRANTIES OF LANDLORD

8.1 Title. Landlord alone holds title to the Building and the Leased Premises in fee simple and has all necessary right, title and authority to enter into this Lease and perform Landlord’s obligations hereunder. There are no liens, encumbrances or right by third parties on, in or to the Leased Premises that would prohibit Tenant’s use thereof.

8.2 Legal Actions. There are no legal actions pending or threatened by any party, which, if adversely determined, would adversely affect Landlord’s ability to lease the Leased Premises to Tenant as contemplated herein. There are no actions, legal proceedings or any governmental proceedings or investigations pending or threatened that otherwise affect the Leased Premises or the Building or that could adversely affect the ability of Landlord to carry out Landlord’s
obligations hereunder or that could adversely affect the ability of Tenant to carry out a heavy equipment operation and maintenance career and technical education program at or on the Leased Premises.

8.3 Compliance with Laws. The Building, the real property upon which the Leased Premises are located, the Leased Premises and Tenant’s proposed use of the Leased Premises as provided in this Lease, presently comply and will comply during the Lease Term and any Renewal Term, in all material respects, with all applicable restrictive covenants, agreements, zoning and subdivision ordinances, and all applicable building codes, laws and regulations, including, without limitation, those governing asbestos, health, safety, the environment and 8 NYCRR, Section 155.4.

8.4 Eminent Domain. Landlord has received no notice of any condemnation or eminent domain proceedings or negotiations for the purchase of all or any portion of the Building in lieu of condemnation and, to the best of Landlord’s knowledge, after due inquiry, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the Building or any portion of it.

8.5 Condition of Building. The Landlord represents that a valid certificate of occupancy will and shall exist for the Building and the Leased Premises, during the entire Lease Term and any Renewal Term.

8.6 Environmental Condition. The real property upon which the Leased Premises are located, the Building and the Leased Premises are free from any known contamination, pollutants, substances, materials, wastes or condition regulated by any law, statute, ordinances, rule or regulation, other than asbestos. Landlord has no knowledge that such real property, the Building or the Leased Premises or any portion thereof have ever been used as a waste site, dump, junkyard, landfill, waste collection site, industrial facility, or similar purpose. The water system in the Leased Premises is free from contamination and the water supplying the Leased Premises is potable. There are no underground storage tanks on the property that are non-compliant with applicable laws.

8.7 Authorization. The execution, delivery and performance by Landlord of this Lease is not threatened with invalidity or unenforceability by an action, proceeding or investigation pending or threatened by or against Landlord, jointly or severally, on the Leased Premises or any part thereof, and does not and will not: (1) require any consent or approval of any third party, except as provided in Section 11.2 hereof; (2) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination, award or other restriction presently in effect having applicability to Landlord; or (3) result in a breach of, or constitute a default under, any indenture, lease or any other agreement or instrument to which Landlord is party or by which Landlord or its properties may be bound or affected, create or cause to be created any mortgage, lien, encumbrance or charge on the Leased Premises other than those permitted by this Lease, if any. Landlord is not in violation in any material respect of any such law, rule, regulation, judicial order, other restriction or any such indenture, agreement, lease or instrument. All actions by Landlord necessary to authorize this transaction (by Board or otherwise) have been taken.

8.8 Binding Obligations. This Agreement constitutes a legal, valid and binding obligation of Landlord and its successors and assigns, enforceable against the Landlord and its successors and assigns, in accordance with its terms except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the rights of creditors generally and subject as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or equity).
8.9 Right of Entry. Tenant agrees that Landlord and Landlord’s agents and other representatives shall have the right to enter into and upon the Leased Premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. Such right of entry shall be upon reasonable notice to Tenant.

**ARTICLE IX – FIRE AND CASUALTY DAMAGE**

9.1 Repair by Landlord. If the Leased Premises are damaged by fire or other casualty, and unless this Lease is terminated pursuant to Section 227 of the New York Real Property Law, Landlord shall promptly repair the Leased Premises and any leasehold improvements installed by Landlord, and Tenant shall reconvene its activities on the Premises within thirty (30) days after written notice from Landlord that Landlord has completed Landlord’s reconstruction obligations with respect to the Leased Premises. Landlord’s obligation to repair shall not be subject to delays that may arise by reason of adjustment of loss under insurance policies; provided, however, that such obligation to repair shall be subject to other delays beyond Landlord’s reasonable control. All risk of loss with respect to the Building shall rest with Landlord.

**ARTICLE X – EMINENT DOMAIN**

10.1 Total Taking. If, during the Lease Term or any Renewal Term, all or a substantial part of the Leased Premises or the Building should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or condemnation, or should be sold under threat of such action, this Lease shall terminate and the Annual Rent shall be abated during the unexpired portion of this Lease, effective from the date that such authority takes possession of the Leased Premises.

10.2 Partial Taking. If less than a substantial part of the Leased Premises is taken for public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or condemnation, or should be sold under threat of such action, Landlord, at Landlord’s option, may by written notice, (a) terminate this Lease, or (b) at Landlord’s sole cost, expense and risk, restore and reconstruct all Landlord improvements situated on the Leased Premises in order to make the same reasonably tenantable and suitable for the purposes for which Tenant leased the Leased Premises, as provided in section 4.1 of this Lease, in which case the rent payable hereunder during the unexpired portion of this Lease shall be adjusted in an equitable manner.

10.3 Award. All damages awarded for any such taking under the owner of eminent domain, whether for the whole or any part of the Leased Premises, shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee; provided, however, that Landlord shall not be entitled to any award made to Tenant for loss of, or damage to, Tenant’s fixtures, improvements, personal property or diminution in value or loss of Tenant’s leasehold interest. The termination of this Lease shall not affect the rights of Landlord and Tenant to such respective awards.

**ARTICLE XI -- MISCELLANEOUS**

11.1 Modification, Separability, Waiver. This Agreement shall not be modified, amended, altered or changed except by a writing duly executed by Landlord and Tenant, or their successors or assigns specifically referencing this Agreement. Any provisions of this Agreement found to
be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by either party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

11.2 Approval of Lease. This Agreement is subject to (i) approval by the SED, and (ii) compliance with the New York Education Law and all applicable regulations promulgated thereunder. If SED does not grant such approval, both parties will cooperate to modify this Lease to the extent necessary to obtain such approval. If Landlord and Tenant cannot agree on the terms and conditions of any such modification, this Lease shall be deemed to be terminated and neither Landlord nor Tenant shall have any further liability to the other hereunder.

11.3 Approval of Funding. All provisions of this Lease may be subject to the approval of Tenant’s funding by one or more government bodies, agencies or instrumentalities thereof. If adequate funding to enable Tenant to meet the terms of this Lease is not provided or shall at any time be reduced, terminated or withdrawn so as to frustrate the purpose for which Tenant entered into this Lease or otherwise make it impossible or impracticable for Tenant to perform any of its obligations under this Lease, Tenant, in its sole discretion, may terminate this Lease upon sixty (60) days written notice to Landlord. If Tenant so terminates this Lease, then all provisions of this Lease shall become null and void and Tenant shall have no further obligation to Landlord under this Lease.

11.4 Quiet Enjoyment. Landlord covenants that if Tenant pays all amounts due hereunder and complies with all of the other terms and conditions hereof, Tenant may peacefully and quietly have, hold and enjoy the Leased Premises for the Lease Term.

11.5 Counterparts. This Lease may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any counterpart signed by both parties may be introduced into evidence in any action or proceeding without having to produce or account for the others.

11.6 Notices. All payments, notices, consents, requests, instructions, approvals and other communications given in connection with this Lease shall be in writing and shall be deemed to have been validly made or given when delivered personally, or when received if properly deposited with the United State Postal Service by postage prepaid certified or registered mail, return receipt requested or with a nationally recognized overnight courier service to the address set forth below; provided, however, that notice shall be deemed sufficiently given upon such mailing or deposit with such courier service if delivery is refused by the intended recipient or cannot be completed because the intended recipient has not notified the sender of a changed address in accordance with this provision:

(a) If to Landlord:

    Schodack Central School District
    1477 South Schodack Road
    Castleton, NY 12033
    Attn: Superintendent of Schools

    With a copy to:

    Whiteman Osterman & Hanna LLP
    One Commerce Plaza
Or to such other name or address as any party shall have specified by notice in writing to the other party.

11.7 Brokers. Landlord and Tenant each warrant to the other than no real estate broker has been involved in this transaction and that no broker’s or agent’s commission or finder’s fee is owed to any person or entity in connection with this transaction. Landlord shall indemnify and hold Tenant harmless against any claims for broker’s or agent’s commissions or finder’s fees made by any broker, agent or other person or entity in connection with this Lease on account of Landlord’s actions. Tenant shall indemnify and hold Landlord harmless against any claims for broker’s or agent’s commissions or finder’s fees made by any broker, agent or other person or entity in connection with this Lease on account of Tenant’s actions.

11.8 Binding Effect. All the terms, conditions and covenants of this Lease shall be binding upon Landlord and Tenant and their respective heirs, executors, successors, and assigns.

11.9 Captions; Language. The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

11.10 Governing Law. This Lease shall be governed by, construed, and enforced in accordance with, the laws of the State of New York without reference to the principles of conflict of laws thereof, if any, that would operate to defeat the application of New York law.

11.11 Fully Negotiated Agreement. This Lease has been fully negotiated in an arm's length’s transaction and neither Landlord nor Tenant has been coerced in any manner to execute this Lease. Each party has had the opportunity to employ legal counsel and seek advice from such counsel with respect to this Lease, its obligations, terms, and implications, and has sought and received such counsel and advice. Neither this Lease, nor any term or provision of this Lease shall be construed against either Landlord or Tenant as a result of the drafting of this Lease or any term or provision thereof by Landlord or Tenant, or their respective counsel.

11.12 Landlord’s failure to furnish, or any interruption, diminishment or termination of, any services required hereunder due to the application of laws, the failure of any equipment, the
performance of maintenance, repairs, improvements or alterations, utility interruptions or the occurrence of an event of force majeure shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of amounts due hereunder, relieve Tenant from the obligation to fulfill any covenant or agreement, nor allow Tenant to terminate this Lease. Notwithstanding the foregoing, in the event the Leased Premises, or any portion thereof, is rendered untenantable and Tenant is actually or constructively dispossessed from the Leased Premises for a period of thirty (30) consecutive school days or more, and such dispossession is not caused in whole or in part by Tenant’s or its agents’, employees’ or contractors’ negligence or intentional acts, the Annual Rent and Annual Ancillary Services Fee payable hereunder shall be proportionally abated for the period commencing as of the date the Leased Premises was rendered untenantable and ending on the date the Leased Premises is rendered tenable, in Landlord’s reasonable discretion (the “Dispossession Period”); provided, however, that should Tenant occupy any portion of the Leased Premises during the Dispossession Period, the Annual Rent and Annual Ancillary Services Fee allocable to such portion shall be payable by Tenant in an amount equal to the proportionate share of such occupied space as compared to the Leased Premises.

11.13 Landlord Termination for Increasing Enrollment. Commencing on July 1, 2024 and continuing thereafter until the termination or expiration of the term of this Lease, this Lease, and Landlord’s obligations hereunder, is subject to, and contingent upon, the Landlord not experiencing a “substantial change” in Landlord’s student enrollment number as defined below. In the event Landlord experiences a substantial change in Landlord’s student enrollment at any time on or after July 1, 2024, Landlord shall have the option to terminate this Agreement effective as of June 30 by giving Tenant written notice at least one hundred eighty (180) days prior to such June 30. Upon termination neither party shall thereafter have any further obligations or liability to the other party except as otherwise preserved under the terms of this Lease. For purposes hereof, “substantial change” in Landlord’s student enrollment number will be deemed to have occurred if the District’s enrollment increases at least ten (10) percent over the District enrollment for the previous year.

11.14 Rights and Remedies. No payment by Tenant or receipt or negotiation by Landlord of a lesser amount than the amount due as herein provided shall be deemed a waiver, accord or satisfaction, and Landlord may accept any partial payment without prejudice to any of Landlord’s rights and remedies, including to recover the balance of such amount due from Tenant or pursue any other remedy provided herein or hereby. Each right and remedy of Landlord under this Lease shall be cumulative with, and shall be in addition to, every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Landlord of any one or more of those rights or remedies shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies Landlord may have. Landlord shall not, under any circumstances, be liable to Tenant for any special, exemplary, punitive, consequential or other type of damages other than actual economic damages sustained, and Tenant covenants and agrees that it shall not plead or pursue any cause of action or claim in respect thereof.

11.15 Landlord Indemnification. Landlord shall defend, indemnify and hold Tenant harmless from and against any and all claims, actions, demands, damages, liability and expense, including but not limited to attorneys’ fees and costs, that arise, in whole or in part, directly or indirectly, from or in connection with any loss of life, personal injury, and/or damage to property resulting from and to the extent of any act, negligence, failure, or omission of Landlord, or Landlord’s agents, employees, or contractors. The provisions set forth in this Section shall survive the expiration or earlier termination of this Agreement.
11.16 Tenant Indemnification. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, actions, demands, damages, liability and expense, including but not limited to attorneys' fees and costs, that arise, in whole or in part, directly or indirectly, from or in connection with any loss of life, personal injury, and/or damage to property resulting from and to the extent of any act, negligence, failure, or omission of Tenant, or Tenant's agents, employees, or contractors, or any failure on Tenant's part to comply with any of the terms and conditions of, and the covenants set forth in, this Agreement. The provisions set forth in this Section shall survive the expiration or earlier termination of this Agreement.

11.17 Liens and Encumbrances. Tenant shall not permit any mechanic’s or other liens or encumbrances of any kind or nature to be filed or asserted against the Leased Premises. If any such lien or encumbrance shall be filed or asserted, Tenant shall, within twenty (20) days after receipt of notice of the filing or assertion thereof, cause said lien or encumbrance to be effectively removed and discharged of record. If Tenant fails to discharge or bond such lien, notice or claim for lien, Landlord may, at its election, remove or discharge such lien, notice or claim for lien by paying the full amount thereof, or otherwise, without any investigation or contest of the validity thereof, and Tenant shall promptly pay to Landlord upon demand, as additional rent, the amount paid by Landlord including Landlord’s costs, expenses and reasonable attorneys’ fees. Tenant’s obligation pursuant to this Section shall survive the expiration or other termination of this Agreement.

11.18 Entire Agreement. This Lease, including any and all recitals herein and exhibits or schedules hereto, all of which are incorporated herein and shall constitute a material part hereof, contains the entire agreement between the Parties with respect to the subject matter hereof.

11.19 Tenant Representations and Warranties. Tenant represents and warrants to Landlord as follows:

11.19.1 There are no legal actions pending or threatened by any party, which, if adversely determined, would adversely affect Tenant’s ability to lease the Leased Premises as contemplated herein. There are no actions, legal proceedings or any governmental proceedings or investigations pending or threatened that could adversely affect the ability of Tenant to carry out Tenant’s obligations hereunder.

11.19.2 The execution, delivery and performance by Tenant of this Lease is not threatened with invalidity or unenforceability by an action, proceeding or investigation pending or threatened by or against Tenant, jointly or severally, on the Leased Premises or any part thereof, and does not and will not: (1) require any consent or approval of any third party, except as provided in Section 11.2 hereof; (2) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination, award or other restriction presently in effect having applicability to Tenant; or (3) result in a breach of, or constitute a default under, any indenture, lease or any other agreement or instrument to which Tenant is party or by which Tenant or its properties may be bound or affected, create or cause to be created any mortgage, lien, encumbrance or charge on the Leased Premises other than those permitted by this Lease, if any. Tenant is not in violation in any material respect of any such law, rule, regulation, judicial order, other restriction or any such indenture, agreement, lease or instrument. All actions by Tenant necessary to authorize this transaction (by Board or otherwise) have been taken.

11.19.3 This Agreement constitutes a legal, valid and binding obligation of Tenant and Landlord, and their respective successors and assigns, enforceable against the Tenant and
Landlord, and their respective successors and assigns, in accordance with its terms except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the rights of creditors generally and subject as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or equity).

11.20 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substances (all references thereto, as hereafter defined) to be brought upon, kept or used in or about the Building or the Leased Premises or the land including the same by Tenant, its agents, employees, contractors, tenants, subtenants, licensees or invitees. As used herein, the term “Hazardous Substances” means any and all hazardous substances and/or wastes, toxic and nontoxic pollutants and contaminants (other than office, cleaning and other supplies that are customary to Tenant’s use) including, but not limited to, petroleum products and asbestos.

<Signature Page Follows>
IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed as of the day and year first above written.

LANDLORD:  
SCHODACK CENTRAL SCHOOL DISTRICT  

By:  
Name:  
Title:  

TENANT:  
BOARD OF COOPERATIVE EDUCATIONAL SERVICES, RENSSLEAER, COLUMBIA and GREENE COUNTIES, d/b/a “QUESTAR III”  

By:  
Name: John Hill  
Title: President
Schedule 1.1

DESCRIPTION OF LEASED PREMISES

Landlord leases the following classrooms and/or other spaces to Tenant as follows:

1. For the Period July 1, 2019 – June 30, 2024

<table>
<thead>
<tr>
<th>ROOM #</th>
<th>DESCRIPTION¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>203</td>
<td>Classroom</td>
</tr>
<tr>
<td>204</td>
<td>Classroom</td>
</tr>
<tr>
<td>313</td>
<td>Classroom</td>
</tr>
<tr>
<td>316</td>
<td>Classroom</td>
</tr>
<tr>
<td>318</td>
<td>Classroom</td>
</tr>
<tr>
<td>201</td>
<td>Clinical Suite/Office</td>
</tr>
<tr>
<td>202</td>
<td>Provider/Therapy Space</td>
</tr>
<tr>
<td>315</td>
<td>Provider/Therapy Space</td>
</tr>
<tr>
<td>304</td>
<td>FAC's Lab</td>
</tr>
<tr>
<td>205</td>
<td>Nurse Room</td>
</tr>
<tr>
<td>Playground</td>
<td>Area on the west side of building accessible from western exits</td>
</tr>
<tr>
<td>Server Closets</td>
<td>Closet adjacent to Room 315 or other useable and mutually agreed spaces for 22 rack units</td>
</tr>
</tbody>
</table>

2. For the period July 1, 2020- June 30, 2024

<table>
<thead>
<tr>
<th>ROOM #</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>210</td>
<td>Classroom</td>
</tr>
<tr>
<td>211</td>
<td>Classroom</td>
</tr>
<tr>
<td>309</td>
<td>Classroom</td>
</tr>
</tbody>
</table>

¹ The following descriptions are for identification purposes only and not intended to limit the use of such spaces for any other permitted use under this Lease.
Exhibit A

RULES AND REGULATIONS

1. School building and play fields shall be used by non-school groups outside of school hours only with written permission of Landlord. School clubs and organizations may use the school buildings and play fields with the written permission of Landlord.

2. No parts of the school shall be used except those specially requested and authorized, during the hours indicated. Changes in hours, dates, and facilities will be arranged in advance with Landlord. Special set-up or clean-up arrangements are to be made with Landlord.

3. Adequate supervision and security personnel will be provided by the sponsoring organization as a condition for using the facility. A responsible adult with necessary assistance will be appointed to supervise the activity and maintain order. Landlord will be notified of the appointment in advance of the date, and the person so appointed will notify Landlord’s custodian on duty of his arrival and departure from the activity.

4. The person or organization requesting use of the facilities will be held strictly responsible for the conduct of all people in attendance. The person supervising is responsible for keeping a “Guest After School Emergency Procedure Card” on their person and following it’s instructions during times of emergency. An AED is available at the front entrance of each school building.

5. A certificate demonstrating that liability insurance is held by the sponsoring organization must be received by the Landlord’s Facilities Office prior to the use or event.

6. No smoking on campus or within 100 feet of the campus.

7. Persons using or presumed to be under the influence of intoxicating drinks or illegal drugs will be excluded from the buildings and grounds, and loitering will not be tolerated. Assistance in the enforcement of this regulation should be obtained from law enforcement agencies when such assistance is warranted.

8. Vehicles will be parked in proper areas as provided, and due respect for shrubs and lawn will be insured by the sponsoring group.

9. Accidents resulting in injury to any person or damage to any property will be reported immediately to Landlord’s custodian on duty and a written report of the accident will be filed on forms provided for the purpose. Damage to school property, buildings, and equipment will be repaired to the satisfaction of Landlord, or the cost of required repairs will be accepted as a charge and paid to Landlord’s school business office.

10. When use of the school kitchen is required, Landlord’s Food Service Supervisor or a member of the cafeteria staff selected by him/her, will be assigned to duty. (A service charge will be based on the hourly rate of the employee and paid by the organization or group using the kitchen.)

11. School equipment will be used only with approval or assistance of Landlord’s school personnel.

12. Decorations, displays, and non-school equipment must conform to fire code regulations and will not be used or installed without prior consent of Landlord.
13. Peanuts, popcorn, soda or other food or beverages shall not be sold or distributed or used in the auditorium, gymnasium, or halls during any entertainment. All refreshments must be consumed in the cafeteria unless specifically requested and approved to be otherwise.

14. If the gym or multi-purpose room is used for athletic activities, all players are to use gym shoes with rubber soles.

15. School facilities may be used on weekends and during vacation periods with prior approval by Landlord, if adequate supervision is present and the costs for required custodial and/or cafeteria coverage while the facility is in use, or the cleaning necessary due to the use, is paid by the organization or group using the building. On a day when school is closed due to weather or other emergency conditions, the use of school facilities is permitted.
LEASE

by

EAST GREENBUSH CENTRAL SCHOOL DISTRICT

as

LANDLORD

and

QUESTAR III, BOARD OF COOPERATIVE EDUCATIONAL SERVICES of
RENSSELAER, COLUMBIA, and GREENE COUNTIES

as

TENANT
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LEASE AGREEMENT

This Lease Agreement (the “Lease”) made this first day of July, 2019, by and between East Greenbush Central School District (“Landlord”), a body corporate, duly created pursuant to the Education Law of the State of New York, with its central administrative offices at East Greenbush, New York and Questar III, the Board of Cooperative Educational Services of Rensselaer, Columbia and Greene Counties (“Tenant”), a body corporate, duly created pursuant to the Education Law of the State of New York with an office at 10 Empire State Boulevard, Castleton, New York, 12033. Landlord and Tenant may sometimes be referred to herein individually as a “party” and collectively as the “parties.”

WHEREAS, Tenant has demonstrated the need for additional classroom space; and

WHEREAS, Landlord has agreed to lease classrooms and provide ancillary services to such classrooms in the Columbia High School (“School”) as described herein;

NOW, THEREFORE, in consideration of the promises set forth herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 – RECITALS

1. Recitals:
The recitals set forth above shall be incorporated into this Lease as if fully set forth herein.

ARTICLE 2 - PREMISES

2. Premises:
Subject to the terms and conditions set forth herein, Landlord, for and in consideration of the covenants and agreements set forth in this Lease and the Rent, hereby leases and grants to Tenant classrooms in the schools as more particularly shown on this Lease as Exhibit A, and made a part hereof, together with the right to the use of the School’s common facilities including, without limitation, parking areas, restrooms, gymnasium, libraries, cafeteria, special purpose rooms and recreation facilities (the “Leased Premises”). Landlord may not alter or otherwise redesignate the Leased Premises without Tenant’s prior written consent. The Leased Premises shall include adequate and appropriate classroom furnishings, including, without limitation, student desks and chairs, teacher desks and chairs, filing cabinets, work tables, supply and book shelving, clocks, chairs, chalk boards, bulletin boards, student lockers and/or cloakroom facilities, and such other items as are customarily furnished for other classrooms in the School.
ARTICLE 3 – ANCILLARY SERVICES

3. Ancillary Services:
Landlord shall furnish the following ancillary services (the “Ancillary Services”) to Tenant: routine administrative services, including, without limitation, attendance, emergency notification and school closing notification, disciplinary proceeding assistance and administrative assistance as provided by Landlord to students; nursing services; telephone and copies access; library and gymnasium usage; computer access; direction in the conduct of fire and shelter drills and actual emergencies.

ARTICLE 4 – OTHER SERVICES

Landlord, at its sole cost and expense, shall also furnish water, heat, electricity, air conditioning, if any, plumbing, water, structural maintenance and other maintenance of the Leased Premises including trash removal and cleaning services each school day, and any other custodial services normally performed in the School.

ARTICLE 5 – SUPPORT SERVICES

Landlord shall also furnish such additional space as may be appropriate and necessary to conduct support services associated with the particular special education classes or programs as shall be located in the Leased Premises. Such support services shall include, without limitation, speech therapy, physical therapy, occupational therapy, and the assistance of a social worker.

ARTICLE 6 – TERM; RENT; RENEWAL

6.1 Term:
The term of this Lease shall be for one (2) years and shall commence on July 1, 2019 (the “Commencement Date) and shall terminate on June 30, 2021 (the “Term”).

6.2 Rent:
In consideration of the covenants and obligations herein undertaken by Landlord, Tenant shall pay to Landlord an annual rent established pursuant to SED guidelines, currently, Seven Thousand Dollars ($7,000) per Room (the “Rent”). Rent shall be paid in ten (10) annual installments from September until June, commencing on the first day of the first month of occupancy and continuing each month thereafter through the subsequent June. No Rent shall be paid for the months of July and August. The actual amount of annual Rent shall be Twenty-one Thousand Dollars ($21,000).

6.3 Ancillary Services:
Tenant agrees to pay Landlord in accordance with SED guidelines, currently Four Thousand Five Hundred Dollars ($4,500.00), annually per Room for Ancillary Services (the “Ancillary Services Charge”) provided in connection with the Leased Premises. The Ancillary Services Charge shall be paid by Tenant in ten (10) annual installments from September until June on the first day of the first month of occupancy and continuing each month thereafter. No Ancillary Services Charge
shall be paid for the months of July and August. The Ancillary Services Charge may be increased or decreased, but not more often than annually, to reflect changes in the cost of providing such services, by written agreement of the parties.

6.4 **Renewal:**
Landlord and Tenant may renew this Lease upon mutual written agreement.

6.5 **Transfer of Ownership:**
Landlord agrees that any transfer in ownership of the School shall expressly provide that Landlord’s successors and assigns are subject to and bound by the terms of this Lease.

**ARTICLE 7 – USE OF LEASED PREMISES**

Tenant shall use and occupy the Leased Premises during the Term and any Option Period for general and special educational purposes, which may include, without limitation, use of the Leased Premises as office space or storage space. Landlord represents that the Leased Premises lawfully may be used for such purposes. Tenant’s occupancy and use of the premises for special education services shall be limited to normal school hours and shall also be limited to school days set for annually in the school calendar adopted by the Landlord’s Board of Education. Use of the premises for special education purposes outside of said times and dates shall require the prior written approval of the Landlord. Tenant’s staff will be provided access to the premises for the purpose of setting up classrooms up to two weeks prior to the beginning of each school year provided the premises is also open and accessible to the Landlord’s staff during that time.

**ARTICLE 8 – CONDITIONS PRECEDENT TO THE OBLIGATIONS OF TENANT**

The obligation of Tenant to enter into this Lease and to fulfill its obligations under this Lease shall be subject to the following conditions:

(a) **Approval of SED.** This Lease and any modifications, including redesignation of the Leased Premises are subject to approval by the State Education Department of the State of New York (“SED”) and compliance with the New York Education Law and all applicable regulations promulgated thereunder. If SED does not grant such approval, both parties will cooperate to modify this Lease to the extent necessary to obtain such approval. If Landlord and Tenant cannot agree on the terms and conditions of any such modification, this Lease shall be deemed terminated and neither Landlord nor Tenant shall have any further obligation or liability to the other hereunder.

(b) **Approval of Funding.** All provisions of this Lease may be subject to the approval of Tenant’s funding by one of more governmental bodies, agencies or instrumentalities thereof. If adequate funding to enable Tenant to meet the terms of this Lease is not provided or shall at any time be reduced, terminated or withdrawn so as to frustrate the purpose for which Tenant entered into this Lease or otherwise make it impossible or impracticable for Tenant to perform any of its obligations under this Lease,
Tenant, in its sole and absolute discretion, may terminate this Lease upon sixty (60) days written notice to Landlord. If Tenant so terminates this Lease, then all provisions of this Lease shall become null and void, and neither Tenant nor Landlord shall have any further obligation or liability under this Lease.

**ARTICLE 9 - RESPONSIBILITIES OF LANDLORD**

9.1 **Maintenance by Landlord:**
Landlord shall, at Landlord’s sole cost and expense, maintain the structural integrity of the Leased Premises, including without limitation, the roof, foundation, exterior walls, windows, window glass, plate glass and all doors and shall maintain, repair and replace as necessary, at its sole cost and expense, all water, sewer or utility pipes, and water or utility meters serving the Leased Premises, Landlord shall maintain, repair, and replace, as necessary, all major systems serving the Leased Premises, including, without limitation, air conditioning systems, if any, electrical systems, heating systems and plumbing systems. Tenant shall give notice to Landlord or Landlord’s agent of the need for repairs or maintenance of which Tenant has actual knowledge, and Landlord shall proceed promptly to make such repairs or replacements, or perform such maintenance as is required of Landlord hereunder. All repairs, replacements and maintenance shall comply with the regulations of the Commissioner of Education of the State of New York, Compilation of Codes Rules and Regulations (“NYCRR”) Title 8 Part 155 and the Americans with Disabilities Act. Landlord shall maintain the parking lots, driveways, sidewalks, common areas, and all exterior landscaping serving the Leased Premises at Landlord’s sole cost and expense, as needed to maintain the standards of maintenance and appearance for similar buildings in similar localities. Landlord shall provide and pay for all snow and ice removal from the parking lots, driveways, sidewalks and doorways serving the Leased Premises.

9.2 **Preparation for Occupancy and Possession:**
The Leased Premises shall comply with all applicable regulations of the Commissioner of Education of the State of New York applicable to such facilities. At least seventy-two (72) hours prior to the commencement of the Term, Landlord shall afford Tenant and its employees, agents and contractors, access to the Leased Premises to inspect and verify compliance with the terms of the Lease. Landlord agrees to correct promptly any condition Tenant or the SED determines to be deficient.

9.3 **Insurance:**
Landlord shall add Tenant as an additional insured on its liability insurance policies and shall maintain all such policies in force during the Term. The premiums for such insurance shall be paid by Landlord, as required, and Tenant shall be furnished with proof of insurance at least annually. Tenant shall be responsible for insuring any of Tenant’s personal property located in the Leased Premises.
ARTICLE 10 – TENANT’S OBLIGATIONS

10.1 Maintenance and Repairs:
Tenant shall take good care of the Leased Premises. At the end or other expiration of the Term, Tenant shall deliver the Leased Premises in good order and condition, damages by the elements and reasonable wear and tear expected. Tenant shall make no alteration or changes in the Leased Premises unless it has first received written consent from Landlord approving such alterations or changes. Notwithstanding anything contained herein, the parties agree that Tenant shall be under no obligation to make structural repairs to the Leased Premises, and that all such repairs shall be performed by Landlord.

10.2 Telephone:
Tenant shall be responsible for paying its own telephone service, and Landlord shall allow Tenant such access as is necessary or appropriate to install such telephone service.

10.3 Compliance with Laws:
Tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments and of any and all their departments and bureaus applicable to the Leased Premises, for the correction, prevention, abatement of nuisances or other grievances, in, upon, or connected with the Leased Premises during the Term and any Option Period; and also shall comply promptly with all applicable rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body.

10.4 Assignment/Subletting:
Tenant, its successors, representatives, executors or administrators, shall not assign this Lease, or underlet or underlease the Leased Premises, or any part thereof, without Landlord’s prior written consent.

10.5 Tenant’s Default:
If the Leased Premises, or any part thereof, shall be abandoned during the Lease Term or any Option Period, or if any default be made in the payment of the Rent, the Ancillary Services Charge, or any part thereof, or if any default be made in the performance of any of Tenant’s covenants herein contained, Landlord may re-enter the Leased Premises by summary proceedings and remove all persons therefrom, without being liable to Tenant for prosecution therefore. Landlord may rent the Leased Premises on behalf of Tenant, reserving the right to rent the Leased Premises for a longer period of time than fixed in the original lease without releasing Tenant from any liability, applying any moneys collected to the payment of Rent and all other charges due and to grow due to Landlord, any surplus to be paid to Tenant.

10.6 Signs:
Tenant shall neither place, nor cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to the School or the Leased Premises or any other part of same, except in or at such place or places as may be indicated by Landlord and consented to by Landlord in writing, such consent not be unreasonably withheld, conditioned or delayed. If Landlord shall deem it necessary to remove any such sign or signs to paint the Leased Premises or the School or make any other repairs, alterations or improvements in or upon the Leased Premises, Landlord
shall have the right to do so, providing that any sign be removed and replaced at Landlord’s expense, whenever such repairs, alterations or improvements shall be completed.

10.7 Right of Entry:
Tenant agrees that Landlord and Landlord’s agents and other representatives shall have the right to enter into and upon the Leased Premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. Such right of entry shall be upon reasonable notice to Tenant.

10.8 Indemnification by Tenant:
On and after the Commencement Date, it is agreed that Tenant, including its successors and assigns, shall indemnify, defend and hold Landlord (including its successors and assigns) harmless from all cost, expense and liability of any kind or nature arising from or related to a breach or inaccuracy of Tenant’s representations and/or warranties made herein.

10.9 Insurance:
Tenant shall provide a certificate of insurance evidencing to the Landlord the following types of insurance in force: commercial general liability naming the school district and its employees as additional insureds, school district and educators legal liability, commercial umbrella, workers compensation/employers liability. The Tenant shall waive all rights against the school district and its employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella, workers compensation/employers liability and business personal property insurance. Tenant’s waiver shall not include waiver of claims where Landlord and/or its employees are at fault.

ARTICLE 11 – REPRESENTATIONS AND WARRANTIES OF LANDLORD

11.1 Representations and Warranties:
Landlord represents and warrants to Tenant as follows:

(a) Title. Landlord holds legal title to the School in its name, and has all necessary right, title and authority to enter into this Lease and perform Landlord’s obligations hereunder.

(b) Legal Actions. There are no legal actions pending or threatened by any party, which, if adversely determined, would adversely affect Landlord’s ability to lease the Leased Premises to Tenant as contemplated herein. There are no actions, legal proceedings or any governmental proceedings or investigations pending or threatened against Landlord that otherwise affect the Leased Premises or the School or that could adversely affect the ability of Landlord to carry out Landlord’s obligations hereunder.

(c) Compliance with Laws. The School, the real property upon which the School and the Leased Premises are located, the Leased Premises and Tenant’s proposed use of the Leased Premises as provided in this Lease, presently comply and will comply
during the Term and any Option Period, in all material respects, with all applicable
restrictive covenants, agreements, zoning and subdivision ordinances, and all applicable
building codes, laws and regulations, including, without limitation, those governing
asbestos and NYCRR Title 8, Part 155.4.

(d) **Eminent Domain.** Landlord has received no notice of any condemnation or
eminent domain proceedings or negotiations for the purchase of all or any portion of the
School in lieu of condemnation and, to the best of Landlord’s knowledge, after due inquiry,
no condemnation or eminent domain proceedings or negotiations have been commenced
or threatened in connection with the School or any portion of it.

(e) **Condition of School.** The School and the Leased Premises are, and during
the entire Term, will be, structurally sound.

(f) **Environmental Matters.** The following definitions shall be applicable to
this Section and wherever used elsewhere in this Lease:

(i) “Environmental Condition” means any condition with respect to the
School, the Leased Premises or the land on which the School is located (collectively
referenced in this Section as the “Property”) including any conditions contained
therein or derived therefrom, of any kind or nature, including, without limitation,
structural, architectural, engineering, and environmental condition, soil, surface
waters, groundwaters, land, stream sediments, surface or subsurface condition and
ambient air, Hazardous Substances on or about the Property, whether or not yet
discovered, or violation of any Environmental Laws, arising from or related to the
operation of any business that is or was conducted by Landlord or any previous
tenant or owner (or Landlord’s lessees, sub-lessees, predecessors or occupants) on
the Property, or any activity conducted by any person or entity on the Property
during the time of Landlord’s ownership, or occurring prior to that time and known
to Landlord.

(ii) “Environmental Laws” means all applicable statutes, regulations, local
laws and ordinances adopted pursuant thereto (“Statutes”) relating to the protection
of human health or the environment, including, without limitation, to any and all
laws, rules, regulations, ordinances, guidelines or statutes relating to the existence
of any Environmental Condition including without limitation reporting, licensing,
permitting, Hazardous Substances, Underground Storage Tanks, lead-based paint,
investigation, removal or remediation of emissions, discharges, release or threat of
release of any substance, gas, material or chemical into the environment, or relating
to the manufacture, processing, distribution, use, treatment, storage, disposal,
transport or handling of any substance, gas, material, waste or chemical, including,
without limitation, any substance, gas, material or chemical, which in each case is
or may hereafter be defined as or included in the definition of “hazardous
substances,” “toxic substances,” “hazardous materials,” hazardous wastes” or
words of similar import under any Environmental Law, including, without
limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C, §9601 et. seq. (“CERCLA”); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 et. seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C, § 9601 et. seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et. seq.; The Clean Air Act, 42 U.S.C. § 7404 et. seq.; the New York State Environmental Conservation Law, including Article 13 of Title 27; and the New York State Navigation Law, Article 12; and all applicable statutes, laws, rules, regulations, guidelines or ordinances pertaining to the protection of the health and safety of employees or the public.

(iii) “Hazardous Substances” means any: (i) substance, gas, material or chemical which poses or may pose a hazard to human health or safety; (ii) toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant; or (iii) asbestos, USTs (as defined herein below), lead-based paint, urea formaldehyde foam insulation, petroleum and petroleum by-products which, in each case, is now or hereafter subject to Environmental Laws.

(iv) Except as previously disclosed to Tenant and as set forth herein, neither Landlord nor, to the best of Landlord’s knowledge, any previous owner, tenant, occupant, user of the Property, or other person or entity has engaged in, or permitted any operations upon, or any use or occupancy of, the Property, or any portion thereof, for any purpose in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping or disposal in any amount of any Hazardous Substances (whether legal or illegal, accidental or intentional) on, under, in or about the Property, or transported any Hazardous Substances to, from or across the Property. Except as previously disclosed to Tenant, to the best of Landlord’s knowledge, no Hazardous Substances presently are constructed, deposited, stored or otherwise located on, under, in or about the Property, or transported any Hazardous Substances to or from the Property. To the best of Landlord’s knowledge, no federal, state or local action, claim or lien for environmental damage, natural resource damage, personal injury or property damage arising from environmental contamination of or from the Property or from any activity by any person, group or corporate entity involving Hazardous Substances at, or migrating to or from the Property is pending or has been filed, threatened, noticed or negotiated. There is no Environmental Condition, to Landlord’s knowledge, located on, about, in or under the Property. Landlord knows of no violations of Environmental Laws with respect to the Property.

(g) Authorization. The execution, delivery and performance by Landlord of this Lease if not threatened with invalidity or unenforceability by any action, proceeding or investigation pending or threatened by or against Landlord, jointly or severally, or the Leased Premises or any part thereof, and does not and will not: (1) require any consent or approval of any third party, except as provided in Article 6 hereof; (2) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination, award
or other restriction presently in effect having applicability to Landlord; or (3) result in a breach of, or constitute a default under, any indenture, lease or any other agreement or instrument to which Landlord is a party or by which Landlord or its properties may be bound or affected, create or cause to be created any mortgage, lien, encumbrance or charge on the Leased Premises other than those permitted by this Lease, if any. Landlord is not in violation in any material respect of any such law, rule, regulation, judicial order, other restriction or any such indenture, agreement, lease or instrument.

(h) Binding Obligations. This Lease constitutes a legal, valid and binding obligation of Landlord and its successors and assigns, enforceable against the Landlord and its successors and assigns, in accordance with its terms except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the rights of creditors generally and subject as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or equity).

11.2 Indemnification by Landlord:
On and after the Commencement Date, it is agreed that Landlord, including its successors and assigns, shall indemnify, defend and hold Tenant (including its successors and assigns) harmless from all cost, expense and liability of any kind or nature arising from or related to a breach or inaccuracy of Landlord’s representations and/or warranties made herein.

ARTICLE 12 – DAMAGE BY FIRE OR CASUALTY

12.1 Damage by Fire or Other Casualty:
If the Leased Premises shall be damaged by fire or other casualty insured against by Landlord’s fire and extended coverage insurance policy covering the School, and the Leased Premises can be fully repaired, in Landlord’s opinion, within one hundred and twenty (120) days from the date of such damage, Landlord, at Landlord’s sole cost and expense, shall repair such damage to Tenant’s satisfaction. Except as otherwise provided herein, until the repairs to the Leased Premises are substantially completed, the Rent and Ancillary Services Charge shall abate pro-rata based on the part of the Leased Premises which is unusable by Tenant. If, however, the Leased Premises are rendered wholly untenantable by fire or other cause as determined by the local fire marshal having jurisdiction over the School, or such other duly-authorized governmental individual or entity having jurisdiction over said matters, and Landlord shall decide not to rebuild the same, or if the entire School be so damaged that Landlord shall decide to demolish it or not to rebuild it, then or in any of such events, Landlord may, at its option, cancel and terminate this Lease by giving Tenant notice in writing, within thirty (30) days of the occurrence of the event causing the damage, of its intention to cancel this Lease, whereupon the term of this Lease shall terminate upon the thirtieth (30th) day after such notice is given and Tenant shall vacate the Leased Premises and surrender the same to Landlord. Notwithstanding anything herein to the contrary, if Tenant is dispossessed of the use of the Leased Premises by any such damage or destruction or such damage is of a nature that is likely to cause such dispossession or inability to use the Leased Premises, then Tenant shall have the right to terminate this Lease upon reasonable notice to Landlord.
12.2 Termination:
Effective upon any termination of this Lease and the surrender of the Leased Premises by Tenant under any of the provisions of this Article 10, the parties shall be released thereby and neither party shall have any further liability to the other for any matters arising under this Lease, except for Rent, and other items which accrued prior to the effective date of termination and are then unpaid or which this Lease provides shall survive its termination.

12.3 Repair and Restoration:
It is hereby understood that if Landlord is obligated or elects to repair or restore as herein provided, Landlord shall be obligated to make repairs or restoration only of those portions of the School and the Leased Premises which were originally provided at Landlord’s expense, and the repair and restoration of items not provided at Landlord’s expense shall be the obligation of Tenant. In no event shall Landlord be obligated to repair or restore any personal property belonging to Tenant.

ARTICLE 13 – EMINENT DOMAIN

13.1 Total Taking:
If, during the Term or any Option Period, all or a substantial part of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or condemnation, or should be sold under threat of such action, this Lease shall terminate and the Rent and Ancillary Services Charge shall be abated during the unexpired portion of this Lease, effective from the date that such authority takes possession of the Leased Premises.

13.2 Partial Taking:
If less than a substantial part of the Leased Premises is taken for public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or condemnation, or if sold to such authority under threat of such action, Landlord, at Landlord’s option, may, by written notice, terminate this Lease or shall, forthwith at Landlord’s sole cost, expense and risk, restore and reconstruct all improvements situated on the Leased Premises to make the same reasonably tenantable and suitable for the purposes for which Tenant leased the Leased Premises. The Rent and Ancillary Services Charge payable hereunder during the unexpired portion of this Lease shall be reduced in an equitable manner.

13.3 Award:
All damages awarded for any such taking under the power of eminent domain, whether for the whole or any part of the Leased Premises, shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee; provided, however, that Landlord shall not be entitled to any award made to Tenant for loss of, or damage to, Tenant’s improvements and personal property so long as such award to Tenant is in addition to, or exclusive of, any award for compensation for diminution in value of the leasehold and fee. The termination of this Lease shall not affect the rights of Landlord and Tenant to such respective awards.
ARTICLE 14 – MISCELLANEOUS

14.1 Entire Agreement, Modification, Severability, Waiver:
This Lease contains the entire understanding between the parties with respect to the subject matter hereof. All prior negotiations between the parties are merged into this Lease and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth in this Lease. This Lease shall not be modified, amended, altered or changed except by a writing duly executed by Landlord and Tenant, or their successors or assigns. Any provisions of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease. The waiver by either party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

14.2 Quiet Enjoyment:
Landlord covenants that Tenant, on paying the Rent as required hereby and performing the covenants set forth herein, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the Term.

14.3 Counterparts:
This Lease may be executed in one or more counterparts each of which shall be deemed an original, but all of which taken together, shall constitute one and the same instrument. Facsimile signatures shall be accepted as originals.

14.4 Notices:
All payments, notices, consents, requests, instructions, approvals and other communications given in connection with this Lease shall be in writing and shall be deemed to have been validly made or given when delivered personally, or when received if properly deposited with the United States Postal Service, postage prepaid certified or registered mail, return receipt requested or with a nationally recognized overnight courier service to the address set forth below; provided, however, that notice shall be deemed sufficiently given upon such mailing or deposit with such courier service if delivery is refused by the intended recipient or cannot be completed because the intended recipient has not notified the sender of a changed address in accordance with this provision:

(a) If to Landlord:
Superintendent of Schools
East Greenbush Central Schools
East Greenbush, New York 12061

(b) If to Tenant:
Questar III
10 Empire State Boulevard
Castleton, New York 12033
Attn.: Jennifer L. Mulligan, CPA
with a copy to:

Questar III
10 Empire State Boulevard
Castleton, New York 12033
Attn.: Susan M. DiDonato, Esq.

or to such other name or address as any party shall have specified by notice in writing to the other party. Any notice which is mailed in accordance with the provisions of this Section 14.4 shall be deemed received five (5) days after mailing.

14.5 Brokers:
Landlord and Tenant each warrant to the other that no real estate broker has been involved in the transaction and that no broker’s or agent’s commission or finder’s fee is owed to any person or entity in connection with this transaction. Landlord shall indemnify and hold Tenant harmless from and against any claims for broker’s or agent’s commissions or finder’s fees made by any broker, agent or other person or entity in connection with this Lease.

14.6 Binding Effect:
All the terms, conditions and covenants of this Lease shall be binding upon Landlord and Tenant and their respective heirs, executors, successors, and assigns.

14.7 Captions; Language:
The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

14.8 Governing Law:
This Lease shall be governed by, construed, and enforced in accordance with, the laws of the State of New York without reference to the principles of conflict of laws thereof, if any, that would operate to defeat the application of New York law.

14.9 Fully Negotiated Agreement:
This Lease has been fully negotiated in an arms’ length transaction and neither Landlord nor Tenant has been coerced in any manner to execute this Lease. Each party has had the opportunity to employ legal counsel and seek advice from such counsel with respect to this Lease, its obligations, terms, and implications, and has sought and received such counsel and advice. Neither this Lease, nor any term or provision of this Lease, shall be construed against either Landlord or Tenant as a result of the drafting of this Lease or any term or provision thereof by Landlord or Tenant, or their respective counsel.
IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the day and year first above written.

EAST GREENBUSH CENTRAL SCHOOL DISTRICT, LANDLORD

By: __________________________
Name: _________________________
Title: President, Board of Education

QUESTAR III, BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF RENSSELAER, COLUMBIA AND GREENE COUNTIES, TENANT

By: __________________________
Name: _________________________
Title: President, Board of Cooperative Educational Services
## EXHIBIT A

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<td>Room S104</td>
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<td>Columbia High School</td>
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LEASE

by

EAST GREENBUSH CENTRAL SCHOOL DISTRICT

as

LANDLORD

and

QUESTAR III, BOARD OF COOPERATIVE EDUCATIONAL SERVICES of
RENSSELAER, COLUMBIA, and GREENE COUNTIES

as

TENANT
LEASE AGREEMENT

THIS AGREEMENT (AGREEMENT), entered into as of July 1, 2019 by and between the CAIRO DURHAM CENTRAL SCHOOL DISTRICT ("Landlord") body corporate, duly created pursuant to the Education Law of the State of New York, with its central administrative offices at 424 Main street, Cairo, New York 12413 and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, RENSSELAER, COLUMBIA and GREENE COUNTIES, a body corporate, duly created pursuant to the Education Law of the State of New York, d/b/a "QUESTAR III" ("Tenant"), with an office at 10 Empire State Blvd, Castleton, New York 12033. Landlord and Tenant may be hereinafter referred to individually as a "Party"; and collectively as the "Parties".

WHEREAS, the Parties have reached an agreement for the lease by Landlord to Tenant of those certain premises described in Section 1.1 of this AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I- LEASE

1.1 Leased Premises. Subject to the terms and conditions herein set forth, Tenant hereby rents from Landlord and Landlord hereby leases and grants to Tenant those certain classrooms and associated areas as the same are more specifically described on Schedule 1.1 attached hereto and made a part hereof, in and about a building commonly known as the Durham Elementary School (the "Building") and located at 4099 NY Route 145, Durham, New York (the "School") together with the right to use its support facilities and property including, but not limited to: parking spaces, parking areas for heavy equipment, bathrooms, school office, hallways, recreation areas, outside school grounds, associated buildings and structures, storage facilities, outside water spigots, and other areas of a like or similar nature (collectively the "Leased Premises"). Landlord may not redesignate, alter, discontinue or reduce all or part of the Leased Premises without Tenant's prior written consent.

1.2 Rentals to include. Rentals will include an adequate supply of appropriate classroom furnishings including student desks and chairs, teacher desk and file cabinet, worktable, shelving for books and supplies, clock, chairs, chalk board and/or whiteboard, bulletin board and/or student locker or cloak room facilities.

ARTICLE II- SERVICES TO BE PROVIDED BY LANDLORD

2.1 Subject to Article V and 6.2 hereof and not by way of limitation Landlord at its sole cost and expense shall provide the following to the Leased Premises: structural maintenance of the Leased Premises; heat; air conditioning, if any; plumbing; water; maintenance of the Leased Premises; cleaning services each school day, five days per week (Monday through Friday unless otherwise agreed in writing by the Parties) and any other custodial services normally performed for Landlord's common areas.
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LEASE AGREEMENT

This Lease Agreement (the “Lease”) made this first day of July, 2019, by and between East Greenbush Central School District (“Landlord”), a body corporate, duly created pursuant to the Education Law of the State of New York, with its central administrative offices at East Greenbush, New York and Questar III, the Board of Cooperative Educational Services of Rensselaer, Columbia and Greene Counties (“Tenant”), a body corporate, duly created pursuant to the Education Law of the State of New York with an office at 10 Empire State Boulevard, Castleton, New York, 12033. Landlord and Tenant may sometimes be referred to herein individually as a “party” and collectively as the “parties.”

WHEREAS, Tenant has demonstrated the need for additional classroom space; and

WHEREAS, Landlord has agreed to lease classrooms and provide ancillary services to such classrooms in the Red Mill Elementary School (“School”) as described herein;

NOW, THEREFORE, in consideration of the promises set forth herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I – RECITALS

1. Recitals: The recitals set forth above shall be incorporated into this Lease as if fully set forth herein.

ARTICLE 2 - PREMISES

2. Premises: Subject to the terms and conditions set forth herein, Landlord, for and in consideration of the covenants and agreements set forth in this Lease and the Rent, hereby leases and grants to Tenant classrooms in the schools as more particularly shown on this Lease as Exhibit A, and made a part hereof, together with the right to the use of the School’s common facilities including, without limitation, parking areas, restrooms, gymnasium, libraries, cafeteria, special purpose rooms and recreation facilities (the “Leased Premises”). Landlord may not alter or otherwise redesignate the Leased Premises without Tenant’s prior written consent. The Leased Premises shall include adequate and appropriate classroom furnishings, including, without limitation, student desks and chairs, teacher desks and chairs, filing cabinets, work tables, supply and book shelving, clocks, chairs, chalk boards, bulletin boards, student lockers and/or cloakroom facilities, and such other items as are customarily furnished for other classrooms in the School.

ARTICLE 3 – ANCILLARY SERVICES

3. Ancillary Services. Landlord shall furnish the following ancillary services (the “Ancillary Services”) to Tenant: routine administrative services, including, without limitation, attendance, emergency notification and school closing notification, disciplinary proceeding assistance and administrative assistance as provided by Landlord to students; nursing services;
telephone and copies access; library and gymnasium usage; computer access; direction in the conduct of fire and shelter drills and actual emergencies.

**ARTICLE 4 – OTHER SERVICES**

4. Landlord, at its sole cost and expense, shall also furnish water, heat, electricity, air conditioning, if any, plumbing, water, structural maintenance and other maintenance of the Leased Premises including trash removal and cleaning services each school day, and any other custodial services normally performed in the School.

**ARTICLE 5 – SUPPORT SERVICES**

5. Landlord shall also furnish such additional space as may be appropriate and necessary to conduct support services associated with the particular special education classes or programs as shall be located in the Leased Premises. Such support services shall include, without limitation, speech therapy, physical therapy, occupational therapy, and the assistance of a social worker.

**ARTICLE 6 – TERM; RENT; RENEWAL**

6.1 Term. The term of this Lease shall be for one (1) year and shall commence on July 1, 2019 (the “Commencement Date) and shall terminate on June 30, 2020 (the “Term”).

6.2 Rent. In consideration of the covenants and obligations herein undertaken by Landlord, Tenant shall pay to Landlord an annual rent established pursuant to SED guidelines, currently, Seven Thousand Dollars ($7,000) per Room (the “Rent”). Rent shall be paid in ten (10) annual installments from September until June, commencing on the first day of the first month of occupancy and continuing each month thereafter through the subsequent June. No Rent shall be paid for the months of July and August. The actual amount of annual Rent shall be Twenty-Eight Thousand Dollars ($28,000).

6.3 Ancillary Services. Tenant agrees to pay Landlord in accordance with SED guidelines, currently Four Thousand Five Hundred Dollars ($4,500.00), annually per Room for Ancillary Services (the “Ancillary Services Charge”) provided in connection with the Leased Premises. The Ancillary Services Charge shall be paid by Tenant in ten (10) annual installments from September until June on the first day of the first month of occupancy and continuing each month thereafter. No Ancillary Services Charge shall be paid for the months of July and August. The Ancillary Services Charge may be increased or decreased, but not more often than annually, to reflect changes in the cost of providing such services, by written agreement of the parties.

6.4 Renewal. Landlord and Tenant may renew this Lease upon mutual written agreement.

6.5 Transfer of Ownership. Landlord agrees that any transfer in ownership of the School shall expressly provide that Landlord’s successors and assigns are subject to and bound by the terms of this Lease.
ARTICLE 7 – USE OF LEASED PREMISES

7. Tenant shall use and occupy the Leased Premises during the Term and any Option Period for general and special educational purposes, which may include, without limitation, use of the Leased Premises as office space or storage space. Landlord represents that the Leased Premises lawfully may be used for such purposes. Tenant’s occupancy and use of the premises for special education services shall be limited to normal school hours and shall also be limited to school days set for annually in the school calendar adopted by the Landlord’s Board of Education. Use of the premises for special education purposes outside of said times and dates shall require the prior written approval of the Landlord. Tenant’s staff will be provided access to the premises for the purpose of setting up classrooms up to two weeks prior to the beginning of each school year provided the premises is also open and accessible to the Landlord’s staff during that time.

ARTICLE 8 – CONDITIONS PRECEDENT TO THE OBLIGATIONS OF TENANT

8.1. The obligation of Tenant to enter into this Lease and to fulfill its obligations under this Lease shall be subject to the following conditions:

(a) Approval of SED. This Lease and any modifications, including redesignation of the Leased Premises are subject to approval by the State Education Department of the State of New York (“SED”) and compliance with the New York Education Law and all applicable regulations promulgated thereunder. If SED does not grant such approval, both parties will cooperate to modify this Lease to the extent necessary to obtain such approval. If Landlord and Tenant cannot agree on the terms and conditions of any such modification, this Lease shall be deemed terminated and neither Landlord nor Tenant shall have any further obligation or liability to the other hereunder.

(b) Approval of Funding. All provisions of this Lease may be subject to the approval of Tenant’s funding by one of more governmental bodies, agencies or instrumentalities thereof. If adequate funding to enable Tenant to meet the terms of this Lease is not provided or shall at any time be reduced, terminated or withdrawn so as to frustrate the purpose for which Tenant entered into this Lease or otherwise make it impossible or impracticable for Tenant to perform any of its obligations under this Lease, Tenant, in its sole and absolute discretion, may terminate this Lease upon sixty (60) days written notice to Landlord. If Tenant so terminates this Lease, then all provisions of this Lease shall become null and void, and neither Tenant nor Landlord shall have any further obligation or liability under this Lease.

ARTICLE 9 - RESPONSIBILITIES OF LANDLORD

9.1 Maintenance by Landlord. Landlord shall, at Landlord’s sole cost and expense, maintain the structural integrity of the Leased Premises, including without limitation, the roof,
foundation, exterior walls, windows, window glass, plate glass and all doors and shall maintain, repair and replace as necessary, at its sole cost and expense, all water, sewer or utility pipes, and water or utility meters serving the Leased Premises, Landlord shall maintain, repair, and replace, as necessary, all major systems serving the Leased Premises, including, without limitation, air conditioning systems, if any, electrical systems, heating systems and plumbing systems. Tenant shall give notice to Landlord or Landlord’s agent of the need for repairs or maintenance of which Tenant has actual knowledge, and Landlord shall proceed promptly to make such repairs or replacements, or perform such maintenance as is required of Landlord hereunder. All repairs, replacements and maintenance shall comply with the regulations of the Commissioner of Education of the State of New York, Compilation of Codes Rules and Regulations (“NYCRR”) Title 8 Part 155 and the Americans with Disabilities Act. Landlord shall maintain the parking lots, driveways, sidewalks, common areas, and all exterior landscaping serving the Leased Premises at Landlord’s sole cost and expense, as needed to maintain the standards of maintenance and appearance for similar buildings in similar localities. Landlord shall provide and pay for all snow and ice removal from the parking lots, driveways, sidewalks and doorways serving the Leased Premises.

9.2 Preparation for Occupancy and Possession. The Leased Premises shall comply with all applicable regulations of the Commissioner of Education of the State of New York applicable to such facilities. At least seventy-two (72) hours prior to the commencement of the Term, Landlord shall afford Tenant and its employees, agents and contractors, access to the Leased Premises to inspect and verify compliance with the terms of the Lease. Landlord agrees to correct promptly any condition Tenant or the SED determines to be deficient.

9.3 Insurance. Landlord shall add Tenant as an additional insured on its liability insurance policies and shall maintain all such policies in force during the Term. The premiums for such insurance shall be paid by Landlord, as required, and Tenant shall be furnished with proof of insurance at least annually. Tenant shall be responsible for insuring any of Tenant’s personal property located in the Leased Premises.

ARTICLE 10 – TENANT’S OBLIGATIONS

10.1 Maintenance and Repairs. Tenant shall take good care of the Leased Premises. At the end or other expiration of the Term, Tenant shall deliver the Leased Premises in good order and condition, damages by the elements and reasonable wear and tear expected. Tenant shall make no alteration or changes in the Leased Premises unless it has first received written consent from Landlord approving such alterations or changes. Notwithstanding anything contained herein, the parties agree that Tenant shall be under no obligation to make structural repairs to the Leased Premises, and that all such repairs shall be performed by Landlord.

10.2 Telephone. Tenant shall be responsible for paying its own telephone service, and Landlord shall allow Tenant such access as is necessary or appropriate to install such telephone service.
10.3 **Compliance with Laws.** Tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments and of any and all their departments and bureaus applicable to the Leased Premises, for the correction, prevention, abatement of nuisances or other grievances, in, upon, or connected with the Leased Premises during the Term and any Option Period; and also shall comply promptly with all applicable rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body.

10.4 **Assignment/Subletting.** Tenant, its successors, representatives, executors or administrators, shall not assign this Lease, or underlet or underlease the Leased Premises, or any part thereof, without Landlord’s prior written consent.

10.5 **Tenant’s Default.** If the Leased Premises, or any part thereof, shall be abandoned during the Lease Term or any Option Period, or if any default be made in the payment of the Rent, the Ancillary Services Charge, or any part thereof, or if any default be made in the performance of any of Tenant’s covenants herein contained, Landlord may re-enter the Leased Premises by summary proceedings and remove all persons therefrom, without being liable to Tenant for prosecution therefore. Landlord may rent the Leased Premises on behalf of Tenant, reserving the right to rent the Leased Premises for a longer period of time than fixed in the original lease without releasing Tenant from any liability, applying any monies collected to the payment of Rent and all other charges due and to grow due to Landlord, any surplus to be paid to Tenant.

10.6 **Signs.** Tenant shall neither place, nor cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to the School or the Leased Premises or any other part of same, except in or at such place or places as may be indicated by Landlord and consented to by Landlord in writing, such consent not be unreasonably withheld, conditioned or delayed. If Landlord shall deem it necessary to remove any such sign or signs to paint the Leased Premises or the School or make any other repairs, alterations or improvements in or upon the Leased Premises, Landlord shall have the right to do so, providing that any sign be removed and replaced at Landlord’s expense, whenever such repairs, alterations or improvements shall be completed.

10.7 **Right of Entry.** Tenant agrees that Landlord and Landlord’s agents and other representatives shall have the right to enter into and upon the Leased Premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. Such right of entry shall be upon reasonable notice to Tenant.

10.8 **Indemnification by Tenant.** On and after the Commencement Date, it is agreed that Tenant, including its successors and assigns, shall indemnify, defend and hold Landlord (including its successors and assigns) harmless from all cost, expense and liability of any kind or nature arising from or related to a breach or inaccuracy of Tenant’s representations and/or warranties made herein.

10.9 **Insurance.** Tenant shall provide a certificate of insurance evidencing to the Landlord the following types of insurance in force: commercial general liability naming the school district and its employees as additional insureds, school district and educators legal liability,
commercial umbrella, workers compensation/employers liability. The Tenant shall waive all rights against the school district and its employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella, workers compensation/employers liability and business personal property insurance. Tenant’s waiver shall not include waiver of claims where Landlord and/or its employees are at fault.

**ARTICLE 11 – REPRESENTATIONS AND WARRANTIES OF LANDLORD**

11.1 **Representations and Warranties.** Landlord represents and warrants to Tenant as follows:

(a) **Title.** Landlord holds legal title to the School in its name, and has all necessary right, title and authority to enter into this Lease and perform Landlord’s obligations hereunder.

(b) **Legal Actions.** There are no legal actions pending or threatened by any party, which, if adversely determined, would adversely affect Landlord’s ability to lease the Leased Premises to Tenant as contemplated herein. There are no actions, legal proceedings or any governmental proceedings or investigations pending or threatened against Landlord that otherwise affect the Leased Premises or the School or that could adversely affect the ability of Landlord to carry out Landlord’s obligations hereunder.

(c) **Compliance with Laws.** The School, the real property upon which the School and the Leased Premises are located, the Leased Premises and Tenant’s proposed use of the Leased Premises as provided in this Lease, presently comply and will comply during the Term and any Option Period, in all material respects, with all applicable restrictive covenants, agreements, zoning and subdivision ordinances, and all applicable building codes, laws and regulations, including, without limitation, those governing asbestos and NYCRR Title 8, Part 155.4.

(d) **Eminent Domain.** Landlord has received no notice of any condemnation or eminent domain proceedings or negotiations for the purchase of all or any portion of the School in lieu of condemnation and, to the best of Landlord’s knowledge, after due inquiry, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the School or any portion of it.

(e) **Condition of School.** The School and the Leased Premises are, and during the entire Term, will be, structurally sound.

(f) **Environmental Matters.** The following definitions shall be applicable to this Section and wherever used elsewhere in this Lease:

(i) “Environmental Condition” means any condition with respect to the School, the Leased Premises or the land on which the School is located (collectively referenced in this Section as the “Property”) including any conditions contained therein or derived therefrom, of any kind or nature, including, without limitation,
structural, architectural, engineering, and environmental condition, soil, surface waters, groundwaters, land, stream sediments, surface or subsurface condition and ambient air, Hazardous Substances on or about the Property, whether or not yet discovered, or violation of any Environmental Laws, arising from or related to the operation of any business that is or was conducted by Landlord or any previous tenant or owner (or Landlord’s lessees, sub-lessees, predecessors or occupants) on the Property, or any activity conducted by any person or entity on the Property during the time of Landlord’s ownership, or occurring prior to that time and known to Landlord.

(ii) “Environmental Laws” means all applicable statutes, regulations, local laws and ordinances adopted pursuant thereto (“Statutes”) relating to the protection of human health or the environment, including, without limitation, to any and all laws, rules, regulations, ordinances, guidelines or statutes relating to the existence of any Environmental Condition including without limitation reporting, licensing, permitting, Hazardous Substances, Underground Storage Tanks, lead-based paint, investigation, removal or remediation of emissions, discharges, release or threat of release of any substance, gas, material or chemical into the environment, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any substance, gas, material, waste or chemical, including, without limitation, any substance, gas, material or chemical, which in each case is or may hereafter be defined as or included in the definition of “hazardous substances,” “toxic substances,” “hazardous materials,” hazardous wastes” or words of similar import under any Environmental Law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq. (“CERCLA”); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 et. seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 9601 et. seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et. seq.; The Clean Air Act, 42 U.S.C. § 7404 et. seq.; the New York State Environmental Conservation Law, including Article 13 of Title 27; and the New York State Navigation Law, Article 12; and all applicable statutes, laws, rules, regulations, guidelines or ordinances pertaining to the protection of the health and safety of employees or the public.

(iii) “Hazardous Substances” means any: (i) substance, gas, material or chemical which poses or may pose a hazard to human health or safety; (ii) toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant; or (iii) asbestos, USTs (as defined herein below), lead-based paint, urea formaldehyde foam insulation, petroleum and petroleum by-products which, in each case, is now or hereafter subject to Environmental Laws.

(iv) Except as previously disclosed to Tenant and as set forth herein, neither Landlord nor, to the best of Landlord’s knowledge, any previous owner, tenant, occupant, user of the Property, or other person or entity has engaged in, or
permitted any operations upon, or any use or occupancy of, the Property, or any portion thereof, for any purpose in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping or disposal in any amount of any Hazardous Substances (whether legal or illegal, accidental or intentional) on, under, in or about the Property, or transported any Hazardous Substances to, from or across the Property. Except as previously disclosed to Tenant, to the best of Landlord’s knowledge, no Hazardous Substances presently are constructed, deposited, stored or otherwise located on, under, in or about the Property nor, to the best of Landlord’s knowledge and unless otherwise disclosed, have any Hazardous Substances migrated to or from the Property. To the best of Landlord’s knowledge, no federal, state or local action, claim or lien for environmental damage, natural resource damage, personal injury or property damage arising from environmental contamination of or from the Property or from any activity by any person, group or corporate entity involving Hazardous Substances at, on or migrating to or from the Property is pending or has been filed, threatened, noticed or negotiated. There is no Environmental Condition, to Landlord’s knowledge, located on, about, in or under the Property. Landlord knows of no violations of Environmental Laws with respect to the Property.

(g) Authorization. The execution, delivery and performance by Landlord of this Lease if not threatened with invalidity or unenforceability by any action, proceeding or investigation pending or threatened by or against Landlord, jointly or severally, or the Leased Premises or any part thereof, and does not and will not: (1) require any consent or approval of any third party, except as provided in Article 6 hereof; (2) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination, award or other restriction presently in effect having applicability to Landlord; or (3) result in a breach of, or constitute a default under, any indenture, lease or any other agreement or instrument to which Landlord is a party or by which Landlord or its properties may be bound or affected, create or cause to be created any mortgage, lien, encumbrance or charge on the Leased Premises other than those permitted by this Lease, if any. Landlord is not in violation in any material respect of any such law, rule, regulation, judicial order, other restriction or any such indenture, agreement, lease or instrument.

(h) Binding Obligations. This Lease constitutes a legal, valid and binding obligation of Landlord and its successors and assigns, enforceable against the Landlord and its successors and assigns, in accordance with its terms except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the rights of creditors generally and subject as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or equity).

11.2 Indemnification by Landlord. On and after the Commencement Date, it is agreed that Landlord, including its successors and assigns, shall indemnify, defend and hold Tenant (including its successors and assigns) harmless from all cost, expense and liability of any kind or nature arising from or related to a breach or inaccuracy of Landlord’s representations and/or warranties made herein.
ARTICLE 12 – DAMAGE BY FIRE OR CASUALTY

12.1 Damage by Fire or Other Casualty. If the Leased Premises shall be damaged by fire or other casualty insured against by Landlord’s fire and extended coverage insurance policy covering the School, and the Leased Premises can be fully repaired, in Landlord’s opinion, within one hundred and twenty (120) days from the date of such damage, Landlord, at Landlord’s sole cost and expense, shall repair such damage to Tenant’s satisfaction. Except as otherwise provided herein, until the repairs to the Leased Premises are substantially completed, the Rent and Ancillary Services Charge shall abate pro-rata based on the part of the Leased Premises which is unusable by Tenant. If, however, the Leased Premises are rendered wholly untenable by fire or other cause as determined by the local fire marshal having jurisdiction over the School, or such other duly-authorized governmental individual or entity having jurisdiction over said matters, and Landlord shall decide not to rebuild the same, or if the entire School be so damaged that Landlord shall decide to demolish it or not to rebuild it, then or in any of such events, Landlord may, at its option, cancel and terminate this Lease by giving Tenant notice in writing, within thirty (30) days of the occurrence of the event causing the damage, of its intention to cancel this Lease, whereupon the term of this Lease shall terminate upon the thirtieth (30th) day after such notice is given and Tenant shall vacate the Leased Premises and surrender the same to Landlord. Notwithstanding anything herein to the contrary, if Tenant is dispossessed of the use of the Leased Premises by any such damage or destruction or such damage is of a nature that is likely to cause such dispossesssion or inability to use the Leased Premises, then Tenant shall have the right to terminate this Lease upon reasonable notice to Landlord.

12.2 Termination. Effective upon any termination of this Lease and the surrender of the Leased Premises by Tenant under any of the provisions of this Article 10, the parties shall be released thereby and neither party shall have any further liability to the other for any matters arising under this Lease, except for Rent, and other items which accrued prior to the effective date of termination and are then unpaid or which this Lease provides shall survive its termination.

12.3 Repair and Restoration. It is hereby understood that if Landlord is obligated or elects to repair or restore as herein provided, Landlord shall be obligated to make repairs or restoration only of those portions of the School and the Leased Premises which were originally provided at Landlord’s expense, and the repair and restoration of items not provided at Landlord’s expense shall be the obligation of Tenant. In no event shall Landlord be obligated to repair or restore any personal property belonging to Tenant.

ARTICLE 13 – EMINENT DOMAIN

13.1 Total Taking. If, during the Term or any Option Period, all or a substantial part of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or condemnation, or should be sold under threat of such action, this Lease shall terminate and the Rent and Ancillary Services Charge shall be abated during the unexpired portion of this Lease, effective from the date that such authority takes possession of the Leased Premises.
13.2 **Partial Taking.** If less than a substantial part of the Leased Premises is taken for public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or condemnation, or if sold to such authority under threat of such action, Landlord, at Landlord’s option, may, by written notice, terminate this Lease or shall, forthwith at Landlord’s sole cost, expense and risk, restore and reconstruct all improvements situated on the Leased Premises to make the same reasonably tenantable and suitable for the purposes for which Tenant leased the Leased Premises. The Rent and Ancillary Services Charge payable hereunder during the unexpired portion of this Lease shall be reduced in an equitable manner.

13.3 **Award.** All damages awarded for any such taking under the power of eminent domain, whether for the whole or any part of the Leased Premises, shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee; provided, however, that Landlord shall not be entitled to any award made to Tenant for loss of, or damage to, Tenant’s improvements and personal property so long as such award to Tenant is in addition to, or exclusive of, any award for compensation for diminution in value of the leasehold and fee. The termination of this Lease shall not affect the rights of Landlord and Tenant to such respective awards.
ARTICLE 14 – MISCELLANEOUS

14.1 Entire Agreement, Modification, Severability, Waiver. This Lease contains the entire understanding between the parties with respect to the subject matter hereof. All prior negotiations between the parties are merged into this Lease and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth in this Lease. This Lease shall not be modified, amended, altered or changed except by a writing duly executed by Landlord and Tenant, or their successors or assigns. Any provisions of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease. The waiver by either party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

14.2 Quiet Enjoyment. Landlord covenants that Tenant, on paying the Rent as required hereby and performing the covenants set forth herein, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the Term.

14.3 Counterparts. This Lease may be executed in one or more counterparts each of which shall be deemed an original, but all of which taken together, shall constitute one and the same instrument. Facsimile signatures shall be accepted as originals.

14.4 Notices. All payments, notices, consents, requests, instructions, approvals and other communications given in connection with this Lease shall be in writing and shall be deemed to have been validly made or given when delivered personally, or when received if properly deposited with the United States Postal Service, postage prepaid certified or registered mail, return receipt requested or with a nationally recognized overnight courier service to the address set forth below; provided, however, that notice shall be deemed sufficiently given upon such mailing or deposit with such courier service if delivery is refused by the intended recipient or cannot be completed because the intended recipient has not notified the sender of a changed address in accordance with this provision:

(a) If to Landlord:

Superintendent of Schools
East Greenbush Central Schools
East Greenbush, NY 12061

(b) If to Tenant:

Questar III
10 Empire State Boulevard
Castleton, New York 12033
Attn.: Jennifer L. Mulligan, CPA

with a copy to:
14.5 **Brokers.** Landlord and Tenant each warrant to the other that no real estate broker has been involved in the transaction and that no broker’s or agent’s commission or finder’s fee is owed to any person or entity in connection with this transaction. Landlord shall indemnify and hold Tenant harmless from and against any claims for broker’s or agent’s commissions or finder’s fees made by any broker, agent or other person or entity in connection with this Lease.

14.6 **Binding Effect.** All the terms, conditions and covenants of this Lease shall be binding upon Landlord and Tenant and their respective heirs, executors, successors, and assigns.

14.7 **Captions; Language.** The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

14.8 **Governing Law.** This Lease shall be governed by, construed, and enforced in accordance with, the laws of the State of New York without reference to the principles of conflict of laws thereof, if any, that would operate to defeat the application of New York law.

14.9 **Fully Negotiated Agreement.** This Lease has been fully negotiated in an arms’ length transaction and neither Landlord nor Tenant has been coerced in any manner to execute this Lease. Each party has had the opportunity to employ legal counsel and seek advice from such counsel with respect to this Lease, its obligations, terms, and implications, and has sought and received such counsel and advice. Neither this Lease, nor any term or provision of this Lease, shall be construed against either Landlord or Tenant as a result of the drafting of this Lease or any term or provision thereof by Landlord or Tenant, or their respective counsel.

<Signature Page Follows>
IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the day and year first above written.

EAST GREENBUSH CENTRAL
SCHOOL DISTRICT, LANDLORD

By: __________________________
Name: _______________________
Title: President, Board of Education

QUESTAR III, BOARD OF
COOPERATIVE EDUCATIONAL
SERVICES OF RENSSELAER,
COLUMBIA AND GREENE
COUNTIES, TENANT

By: __________________________
Name: _______________________
Title: President, Board of Cooperative Educational Services
## EXHIBIT A

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FIRST AMENDMENT TO DURHAM ELEMENTARY CLASSROOM LEASE

THIS FIRST AMENDMENT (“Amendment”) is to that certain Lease of classrooms and associated spaces in the Durham Elementary School entered into and effective as of August 6, 2018 (the “Lease”), is made and entered into this 30th day of June, 2019 by and between CAIRO-DURHAM CENTRAL SCHOOL DISTRICT (“Landlord”) and BOARD OF COOPERATIVE EDUCATIONAL SERVICES – RENSSELAER, COLUMBIA, GREENE COUNTIES d/b/a QUESTAR III (“Tenant”). Landlord and Tenant are sometimes referred to in this Amendment as a “party” and collectively as the “parties.”

WHEREAS, the parties wish to amend the Lease to reduce leased premises and to make corresponding revisions to the rent due,

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby expressly acknowledged and agreed to, Landlord and Tenant hereby agree as follows:

Amendment to the Lease.

1. Section 3.1 of the Lease is amended to read as follows:

3.1 Term. The term of this Lease shall commence on August 6, 2018 (the “Commencement Date”) and shall terminate on June 30, 2019.

2. Section 3.3 of the Lease is amended to read as follows:

3.2 Rental Payments. In consideration of the covenants and obligations herein undertaken by Landlord, Tenant shall pay to Landlord a total annual rent of fourteen thousand dollars ($14,000.00) (the “Annual Rent”). Additionally, Tenant agrees to pay Landlord the annual sum of nine thousand dollars ($9,000.00) for ancillary services (“Annual Ancillary Services Fee”) provided in connection with Tenant’s occupancy of the Leased Premises.

3. Schedule 1.1 of the Lease is amended to read as follows:

Schedule 1.1

Landlord leases the following classrooms and spaces to Tenant as follows:

a. Classrooms #104 and #106
b. Approximately 6 +/- acres of lands and open spaces of Premises designated for the heavy equipment career and technical education program.

Ratification of Lease.

Except as modified by this Amendment, the Lease and all of the covenants, agreements, terms, provisions, and conditions thereof shall remain in full force and effect and are hereby ratified and
affirmed. The covenants, agreements, terms, provisions, and conditions contained in this Amendment shall bind the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. In the event of any conflict between the provisions of this Amendment and the Lease, the provisions contained in this Amendment shall prevail and be paramount. From and after the date of this Amendment, all references to “the Lease” or “this Lease” or words of similar import shall mean the Lease as amended by this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to the Lease as of the day and year first written above.

LANDLORD:

CAIRO-DURHAM CENTRAL SCHOOL DISTRICT

By: _____________________________
Name: ____________________________
Title:   President

TENANT:

QUESTAR III BOCES

By: _____________________________
Name: ____________________________
Title: Board President, Board of Cooperative Educational Services – Rensselaer, Columbia, Greene Counties
LEASE AGREEMENT

THIS AGREEMENT (AGREEMENT), entered into as of July 1, 2019 by and between the CAIRO DURHAM CENTRAL SCHOOL DISTRICT ("Landlord") body corporate, duly created pursuant to the Education Law of the State of New York, with its central administrative offices at 424 Main street, Cairo, New York 12413 and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, RENSSELAER, COLUMBIA and GREENE COUNTIES, a body corporate, duly created pursuant to the Education Law of the State of New York, d/b/a "QUESTAR III" ("Tenant"), with an office at 10 Empire State Blvd, Castleton, New York 12033. Landlord and Tenant may be hereinafter referred to individually as a "Party"; and collectively as the "Parties".

WHEREAS, the Parties have reached an agreement for the lease by Landlord to Tenant of those certain premises described in Section 1.1 of this AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I- LEASE

1.1 Leased Premises. Subject to the terms and conditions herein set forth, Tenant hereby rents from Landlord and Landlord hereby leases and grants to Tenant those certain classrooms and associated areas as the same are more specifically described on Schedule 1.1 attached hereto and made a part hereof, in and about a building commonly known as the Durham Elementary School (the "Building") and located at 4099 NY Route 145, Durham, New York (the "School") together with the right to use its support facilities and property including, but not limited to: parking spaces, parking areas for heavy equipment, bathrooms, school office, hallways, recreation areas, outside school grounds, associated buildings and structures, storage facilities, outside water spigots, and other areas of a like or similar nature (collectively the "Leased Premises"). Landlord may not redesignate, alter, discontinue or reduce all or part of the Leased Premises without Tenant's prior written consent.

1.2 Rentals to include. Rentals will include an adequate supply of appropriate classroom furnishings including student desks and chairs, teacher desk and file cabinet, worktable, shelving for books and supplies, clock, chairs, chalk board and/or whiteboard, bulletin board and/or student locker or cloak room facilities.

ARTICLE II- SERVICES TO BE PROVIDED BY LANDLORD

2.1 Subject to Article V and 6.2 hereof and not by way of limitation Landlord at its sole cost and expense shall provide the following to the Leased Premises: structural maintenance of the Leased Premises; heat; air conditioning, if any; plumbing; water; maintenance of the Leased Premises; cleaning services each school day, five days per week (Monday through Friday unless otherwise agreed in writing by the Parties) and any other custodial services normally performed for Landlord's common areas.
ARTICLE III- LEASE TERM; PAYMENTS; RENEWAL

3.1 Lease Term. The initial term of this Lease shall commence on July 1, 2019 shall terminate at 11:59 p.m. on June 30, 2022 (the "Lease Term").

3.2 Renewal Term. Tenant shall have the right to renew this AGREEMENT for three (3) successive periods of one (1) year each (the "Renewal Terms"). Each such Renewal Term shall be exercisable upon the delivery of written notice to Landlord at least ninety (90) days prior to the expiration of the Lease Term or subsequent Renewal Term. Upon the exercise of any Renewal Term, the terms and conditions of this AGREEMENT shall govern, control and remain in full force and effect.

3.3 Rental Payments. In consideration of the covenants and obligations herein undertaken by Landlord, Tenant shall pay to Landlord a total rent of twenty-eight thousand dollars ($28,000.00) for the term of the Lease (the "Annual Rent"). The Annual Rent shall be paid as follows: two thousand eight hundred dollars ($2,800.00) per month for ten months, commencing on September 1, 2019. Additionally, Tenant agrees to pay Landlord the sum of eighteen thousand dollars ($18,000), for ancillary services ("Ancillary Services Fee") provided in connection with Tenant's occupancy of the Leased Premises. The Ancillary Services Fee shall be paid as follows: one thousand eight hundred dollars ($1,800.00) per month for ten months, commencing on September 1, 2019.

ARTICLE IV - USE OF LEASED PREMISES

4.1 Tenant shall use and occupy the Leased Premises during the Lease Term and any Renewal Term for educational purposes, which includes, without limitation, a career and technical education program for heavy equipment operation and maintenance. Landlord represents that the Leased Premises lawfully may be used for such purposes.

ARTICLE V - RESPONSIBILITIES OF LANDLORD

5.1 Snow Removal. Landlord shall provide and pay for all snow and ice removal from the parking lots, driveways, sidewalks and doorways serving the Leased Premises.

5.2 Maintenance by Landlord. Landlord shall, at Landlord's sole cost and expense, maintain the structural integrity of the Leased Premises, including without limitation, the roof, foundation, exterior walls, windows, window glass, plate glass and all doors, and shall maintain, repair and replace as necessary, at its sole cost and expense, all water, sewer or utility pipes, and water or utility meters serving the Leased Premises. Landlord shall maintain, repair, and replace as necessary all major systems serving the Leased Premises, including without limitation, air conditioning systems, if any, electrical systems, heating systems and plumbing systems, during the entire Lease Term in good working order and condition at Landlord's sole expense. Tenant shall give immediate notice to Landlord or Landlord's agent of the need for repairs or maintenance of which Tenant has actual knowledge and Landlord shall proceed promptly to make such repairs or replacements, or perform such maintenance required of Landlord hereunder. All repairs, replacements and maintenance shall comply with the regulations of the commissioner of education of the State of New York, Compilation of Codes Rules and Regulations ("NYCRR") Title 8 Part

Revised July 1, 2019
and the Americans with Disabilities Act. The foregoing notwithstanding, any such repairs or replacements made necessary solely by Tenant's negligence shall be the responsibility of Tenant.

5.3 Grounds Keeping and Janitorial Services. Landlord shall maintain the parking lots, driveways, sidewalks, common areas, and all exterior landscaping serving the Leased Premises at Landlord's sole cost and expense, as needed to maintain the standards of maintenance and appearance for similar buildings in similar localities. Landlord shall provide janitorial and cleaning services throughout the Leased Premises.

5.4 Preparation for Occupancy and Possession. As a condition precedent to Tenant's obligations hereunder, prior to September 1, 2019, Landlord shall complete any construction work required to obtain a certificate of occupancy for the Leased Premises as required by law, if any, and shall provide Tenant with the original certificate, or a copy of such certificate certified as true and complete by the appropriate governmental authority. All work shall comply with all applicable laws, rules, regulations, ordinances and orders including, without limitation, NYCRR Title 8, Section 155.2, and be completed to the reasonable satisfaction of Tenant. The Leased Premises shall comply with all applicable regulations of the Commissioner of Education of the State of New York applicable to such facilities. At least seventy-two (72) hours prior to the commencement of the Lease Term, Landlord shall afford Tenant and its employees, agents and contractors, if any, access to the Leased Premises to inspect and verify the performance of all such work and compliance with the terms of this Lease. Landlord agrees to correct promptly any condition Tenant or the New York State Education Department ("SED") determines to be deficient.

5.5 Record Keeping, Nurse Services, and Principal Services. Landlord shall direct the School's nurse to keep health records on and for Tenant's students, if requested by Tenant, and to provide nurse services for Tenant's students, so long as such services do not impose any additional expenses for Landlord. Tenant shall employ a School Principal or Administrator who is responsible for the duties associated with a school principal in relation to the program. Landlord shall provide emergency services and assistance, related to the employ and provision of a School Principal or Administrator, in the event of an emergency and/or unavailability of Tenant's School Principal or Administrator.

5.6 Insurance. Landlord shall add Tenant as an additional insured on its property and liability insurance policies and shall maintain all such policies in force during the Term. The premiums for such insurance shall be paid by Landlord, as required, and Tenant shall be furnished with proof of insurance at least annually. Tenant shall add Landlord as an additional insured on its liability insurance policies and shall maintain all such policies in force during the Term. The premiums for such insurance shall be paid by Tenant, as required, and Landlord shall be furnished with proof of insurance at least annually. Tenant shall be responsible for insuring any of Tenant's personal property located in the Leased Premises.

ARTICLE VI - UTILITY CHARGES

6.1 Utilities. Landlord shall pay all charges for water, heat and electricity used, rendered, or supplied upon or in connection with the Leased Premises, during the Lease Term or any Renewal
Term. Landlord is responsible for furnishing all utilities associated with the Tenant's use of the Leased Premises including Internet access.

ARTICLE VII- TENANT'S OBLIGATIONS

7.1 Maintenance and Repairs. Tenant shall take good and reasonable care of the Leased Premises. At the end or other expiration of the Lease Term or any Renewal Term, Tenant shall deliver up the Leased Premises in good order and condition, damages by the elements and reasonable wear and tear related to the heavy equipment career and technical education program excepted. Tenant shall make no material alteration or changes in the Leased Premises unless it has first received written consent from Landlord. Such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything contained herein, the parties agree that Tenant shall be under no obligation to make structural repairs to the Leased Premises or the Building or correct structural defects, and that all such repairs or corrections shall be performed by Landlord.

7.2 Compliance With Laws. Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and local governments and of any and all their departments and bureaus applicable to the Leased Premises, for the correction, prevent, and abatement of nuisances or other grievances, in, upon, or connected with the Leased Premises during the Lease Term and any Renewal Term; and shall also promptly comply with all applicable rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body.

7.3 Insurance. Tenant shall adhere to the insurance obligations specified in paragraph 5.6 of Article V in this Agreement.

7.4 Assignment/Subletting. Tenant, its successors, representatives, heirs, executors or administrators shall not assign this AGREEMENT, or underlet or underlease the Leased Premises, or any part thereof, or make any material alterations on the Leased Premises, without Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

7.5 Tenant's Default. If the Leased Premises, or any part thereof shall be abandoned during the Lease Term or any Renewal Term, or if any default be made in the payment of the Annual Rent or any Rental Payment or any part thereof, or if any default be made in the performance of any of Tenant's covenants herein contained (all upon written notice to Tenant with a reasonable time given, not less than thirty (30) days, to cure such default or, if such default cannot reasonably be cured within thirty (30) days, then commence such cure during that time and diligently prosecute said cure to completion). Landlord or Landlord's representatives may reenter the Leased Premises by summary proceedings and remove all persons therefrom, without being liable to prosecution therefore. Landlord may rent the Leased Premises on behalf of Tenant, reserving the right to rent the Leased Premises for a longer period of time than fixed in the original lease (although Tenant's liability shall be limited to the Lease Term or if applicable, Renewal Term) without releasing Tenant from any liability, applying any moneys collected to the payment of the Annual Rent and all other charges due and to grow due to Landlord, any surplus to be paid to Tenant.
7.6 Signs. Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to the Leased Premises or any other part of same, except in or at such place or places as may be indicated by Landlord and consented to by Landlord in writing. Such consent shall not be unreasonably withheld, conditioned or delayed. If Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs to paint the Leased Premises or the Building or make any other repairs, alterations or improvements in or upon the Leased Premises, Landlord shall have the right to do so, providing the same be removed and replaced at Landlord's expense, whenever such repairs, alternations or improvements shall be completed.

ARTICLE VIII - REPRESENTATIONS AND WARRANTIES OF LANDLORD

8.1 Title. Landlord alone holds title to the Building and the Leased Premises in fee simple and has all necessary right, title and authority to enter into this Lease and perform Landlord's obligations hereunder. There are no liens, encumbrances or rights by third parties on, in or to the Leased Premises or the School Building.

8.2 Legal Actions. There are no legal actions pending or threatened by any party, which, if adversely determined, would adversely affect Landlord's ability to lease the Leased Premises to Tenant as contemplated herein. There are no actions, legal proceedings or any governmental proceedings or investigations pending or threatened that otherwise affect the Leased Premises or the Building or that could adversely affect the ability of Landlord to carry out Landlord's obligations hereunder or that could adversely affect the ability of Tenant to carry out a heavy equipment operation and maintenance career and technical education program at or on the Leased Premises.

8.3 Compliance with Laws. The Building, the real property upon which the Leased Premises are located, the Leased Premises and Tenant's proposed use of the Leased Premises as provided in this Lease, presently comply and will comply during the Lease Term and any Renewal Term, in all material respects, with all applicable restrictive covenants, agreements, zoning and subdivision ordinances, and all applicable building codes, laws and regulations, including, without limitation, those governing asbestos, health, safety, the environment and 8 NYCRR, Section 155.4.

8.4 Eminent Domain. Landlord has received no notice of any condemnation or eminent domain proceedings or negotiations for the purchase of all or any portion of the Building in lieu of condemnation and, to the best of Landlord's knowledge, after due inquiry, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the Building or any portion of it.

8.5 Condition of Building. The Landlord represents that a valid certificate of occupancy will and shall exist for the Building and the Leased Premises, during the entire Lease Term and any Renewal Term.

8.6 Environmental Condition. The real property upon which the Leased Premises are located, the Building and the Leased Premises are free from any known contamination, pollutants, substances, materials, wastes or condition regulated by any law, statute, ordinances, rule or regulation. Landlord has no knowledge that such real property, the Building or the Leased Premises or any
portion thereof have ever been used as a waste site, dump, junkyard, landfill, waste collection site, industrial facility, or similar purpose. The water system in the Leased Premises is free from contamination and the water supplying the Leased Premises is potable. There are no underground storage tanks on the property that are non-compliant with applicable laws.

8.7 Authorization. The execution, delivery and performance by Landlord of this Lease is not threatened with invalidity or unenforceability by an action, proceeding or investigation pending or threatened by or against Landlord, jointly or severally, on the Leased Premises or any part thereof, and does not and will not: (1) require any consent or approval of any third party, except as provided in Section 11.2 hereof; (2) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination, award or other restriction presently in effect having applicability to Landlord; or (3) result in a breach of, or constitute a default under, any indenture, lease or any other agreement or instrument to which Landlord is party or by which Landlord or its properties may be bound or affected, create or cause to be created any mortgage, lien, encumbrance or charge on the Leased Premises other than those permitted by this Lease, if any. Landlord is not in violation in any material respect of any such law, rule, regulation, judicial order, other restriction or any such indenture, agreement, lease or instrument. All actions by Landlord necessary to authorize this transaction (by Board or otherwise) have been taken.

8.8 Binding Obligations. This AGREEMENT constitutes a legal, valid and binding obligation of Landlord and its successors and assigns, enforceable against the Landlord and its successors and assigns, in accordance with its terms except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the rights of creditors generally and subject as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or equity).

8.9 Right of Entry. Tenant agrees that Landlord and Landlord's agents and other representatives shall have the right to enter into and upon the Leased Premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. Such right of entry shall be upon reasonable notice to Tenant.

ARTICLE - FIRE AND CASUALTY DAMAGE
9.1 Repair by Landlord. If the Leased Premises are damaged by fire or other casualty, and unless this Lease is terminated pursuant to Section 227 of the New York Real Property Law, Landlord promptly shall use all available means to repair the Leased Premises and any leasehold improvements installed by Landlord and/or Tenant, and Tenant shall reconvene its activities on the Premises within thirty (30) days after written notice from Landlord that Landlord has completed Landlord's reconstruction obligations with respect to the Leased Premises. Landlord's obligation to repair shall not be subject to delays that may arise by reason of adjustment of loss under insurance policies; provided, however, that such obligation to repair shall be subject to other delays beyond Landlord's reasonable control. All risk of loss shall rest with Landlord.

ARTICLE X - EMINENT DOMAIN
10.1 Total Taking. If, during the Lease Term or any Renewal Term, all or a substantial part of the Leased Premises or the Building should be taken for any public or quasi-public use under any
governmental law, ordinance or regulation or by right of eminent domain or condemnation, or should be sold under threat of such action, this Lease shall terminate and the Annual Rent shall be abated during the unexpired portion of this Lease, effective from the date that such authority takes possession of the Leased Premises.

10.2 Partial Taking. If less than a substantial part of the Leased Premises is taken for public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or condemnation, or if sold to such authority under threat of such action, Landlord, at Landlord's option, may by written notice, terminate this Lease or shall forthwith at Landlord's sole cost, expense and risk restore and reconstruct all improvements situated on the Leased Premises to make the same reasonably tenantable and suitable for the purposes for which Tenant leased the Leased Premises, as provided in section 4.1 of this Lease. The rent payable hereunder during the unexpired portion of this Lease shall be adjusted in an equitable manner.

10.3 Award. All damages awarded for any such taking under the owner of eminent domain, whether for the whole or any part of the Leased Premises, shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee; provided, however, that Landlord shall not be entitled to any award made to Tenant for loss of, or damage to, Tenant's fixtures, improvements, personal property or diminution in value or loss of Tenant's leasehold interest. The termination of this Lease shall not affect the rights of Landlord and Tenant to such respective awards.

ARTICLE XI - MISCELLANEOUS

11.1 Modification, Separability, Waiver. This AGREEMENT shall not be modified, amended, altered or changed except by a writing duly executed by Landlord and Tenant, or their successors or assigns specifically referencing this AGREEMENT. Any provisions of this AGREEMENT found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this AGREEMENT. The waiver by either party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

11.2 Approval of Lease. This AGREEMENT is subject to approval by the New York State Education Department ("SED") and compliance with the New York Education Law and all applicable regulations promulgated thereunder. If SED does not grant such approval, both parties will cooperate to modify this Lease to the extent necessary to obtain such approval. If Landlord and Tenant cannot agree on the terms and conditions of any such modification, this Lease shall be deemed to be terminated and neither Landlord nor Tenant shall have any further liability to the other hereunder.

11.3 Approval of Funding. All provisions of this Lease may be subject to the approval of Tenant's funding by one or more government bodies, agencies or instrumentalities thereof. If adequate funding to enable Tenant to meet the terms of this Lease is not provided or shall at any time be reduced, terminated or withdrawn so as to frustrate the purpose for which Tenant entered into this Lease or otherwise make it impossible or impracticable for Tenant to perform any of its obligations under this Lease, Tenant, in its sole discretion, may terminate this Lease upon sixty (60) days written notice to Landlord. If Tenant so terminates this Lease, then all provisions of this Lease
shall become null and void and Tenant shall have no further obligation to Landlord under this Lease.

11.4 Quiet Enjoyment. Landlord covenants that Tenant, on paying the Rental Payments as required hereby and performing the covenants set forth herein, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Lease Term.

11.5 Code of Conduct. Students attending Tenant's program at the leased premises shall be subject to Landlord's Code of Conduct while on Leased Premises. Tenant will be responsible for student conduct and will notify Landlord in the event of a breach of the Code of Conduct.

11.6 Counterparts. This Lease may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any counterpart signed by both parties may be introduced into evidence in any action or proceeding without having to produce or account for the others.

11.7 Notices. All payments, notices, consents, requests, instructions, approvals and other communications given in connection with this Lease shall be in writing and shall be deemed to have been validly made or given when delivered personally, or when received if properly deposited with the United State Postal Service by postage prepaid certified or registered mail, return receipt requested or with a nationally recognized overnight courier service to the address et forth below; provided, however, that notice shall be deemed sufficiently given upon such mailing or deposit with such courier service if delivery is refused by the intended recipient or cannot be completed because the intended recipient has not notified the sender of a changed address in accordance with this provision:

(a) If to Landlord:

Cairo Durham Central School District
424 Main St.
Cairo, New York 12413
Attn: Superintendent of Schools

If to Tenant:

Questar III
10 Empire State Blvd
Castleton, New York 12033
Attn: Jennifer L. Mulligan, CPA

With a copy to:

Questar III
10 Empire State Blvd
Castleton, NY 12033
Attn.: Susan M. DiDonato, Esq.

Revised July 1, 2019
Or to such other name or' address as any party shall have specified by notice in writing to the other party.

11.8 Brokers. Landlord and Tenant each warrant to the other than no real estate broker has been involved in this transaction and that no broker's or agent's commission or finder's fee is owed to any person or entity in connection with this transaction. Landlord shall indemnify and hold Tenant harmless against any claims for broker's or agent's commissions or finder's fees made by any broker, agent or other person or entity in connection with this Lease.

11.9 Binding Effect. All the terms, conditions and covenants of this Lease shall be binding upon Landlord and Tenant and their respective heirs, executors, successors, and assigns.

11.10 Captions; Language. The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

11.11 Governing Law. This Lease shall be governed by, construed, and enforced in accordance with, the laws of the State of New York without reference to the principles of conflict of laws thereof, if any, that would operate to defeat the application of New York law.

11.12 Mutual Indemnification. To the fullest extent permitted by law and notwithstanding any other provision of this agreement, each party agrees to defend, indemnify and hold harmless the other party, its officers, board members, agents, and employees from and against any suits, claims, damages, losses, or expenses, including but not limited to attorneys' fees and litigation costs, arising out of or resulting from the actions of the party against whom indemnification is sought, but only to the extent caused in whole or in part by the act, omission, fault, or statutory violation of the party against whom indemnification is sought, any person or entity directly or indirectly employed by it, or any person or entity for whose acts it may be liable. This provision shall not be construed to require either party to indemnify the other party for its own negligence or willful actions to the extent such negligence or willful actions proximately caused the damages resulting in the complaint. Any party seeking indemnification shall notify the party against whom indemnification is sought and provide a copy of any papers, other claims or legal actions within ten (10) days of the party's receipt of such papers, other claims or legal actions.

11.13 Fully Negotiated Agreement. This Lease has been fully negotiated in an arm’s length transaction and neither Landlord nor Tenant has been coerced in any manner to execute this Lease. Each party has had the opportunity to employ legal counsel and seek advice from such counsel with respect to this Lease, its obligations, terms, and implications, and has sought and received such counsel and advice. Neither this Lease, nor any term or provision of this Lease shall be construed against either Landlord or Tenant as a result of the drafting of this Lease or any term or provision thereof by Landlord or Tenant, or their respective counsel.

<Signature Page to Follow>
IN WITNESS WHEREOF, Landlord and Tenant have caused this AGREEMENT to be executed as of the day and year first above written.

LANDLORD: ___________________________
          By: ___________________________

QUESTAR III: ___________________________
            By: ___________________________
SCHEDULE 1.1

DESCRIPTION OF LEASED PREMISES

Landlord leases the equivalent of four classrooms to Tenant as follows:

a. Classrooms # 104 and 106;
b. Approximately 1,400 square feet of CTE shop space to be constructed on the Leased Premises by Landlord and at Landlord's sole expense; and
c. Approximately 6+/- acres of lands and open spaces of Premises designated for the heavy equipment career and technical education program.
It is the policy of Questar III to provide for a safe and secure learning and teaching environment for its students and staff. This policy is implemented through the following means:

A detailed school safety plan for Questar III and each building under the exclusive control of Questar III, not already included in a school district school safety plan.

Policies for responding to threats of violence concerning school district property, facilities and premises.

Policies for responding to acts of violence by students, teachers, administrators, staff or visitors. This may include a zero tolerance policy in some cases of violence in our schools.

Prevention and intervention strategies for students manifesting at-risk behaviors.

Policies and procedures for contacting law enforcement officials and parents in the event of a violent incident or emergency situation.

Policies and procedures for school building security and training of students and staff in school security.

Protocols for responding to bomb threats, hostage situations, intrusions and kidnappings.

Strategies to improve communication regarding the reporting of violent incidents.

Coordinated policies for reporting violent incidents.
District-Wide Safety Plan

Sites Included:

The following sites are covered by the Questar III-wide safety plan. Additionally, each site shall have a building safety plan:

- The Rensselaer Educational Center;
- The Columbia-Greene Educational Center, the Sackett Educational Center, George Washington School, Tech Valley High School and such other facilities under the exclusive control of Questar III.

Questar III classrooms located in host School District buildings will be governed by the host School District’s Safety Plan policies and procedures. Questar III will endeavor to work with the host School District buildings’ administration to establish protocols for emergency responses. New Visions programs will follow the host facilities’ emergency plans. In the event the host facility has no relevant plan, Questar III will provide a localized emergency plan to be followed. Questar III staff members assigned to Questar III classrooms located in host School District buildings will notify Questar III administration in the event of emergency so that Questar III can cooperate with the host School District in carrying out emergency procedures and drills. Questar III shall plan for adequate supervision of Questar III students in such classrooms, in the event of an emergency.

Emergency Procedures:

In the event of an emergency, the procedures set forth in the BOCES- Wide School Safety Plan and the appropriate building level plan(s) will be implemented. These plans may direct the cancellation of school; early dismissal; evacuation of school or sheltering of students, depending upon the emergency. The National Incident Management System (NIMS)/Incident Command System (ICS) will be used in any given incident.

The BOCES-Wide Chain of Command shall be utilized in the event of an emergency that involves more than one Questar III facility. The BOCES-Wide Chain of Command is set forth in Appendix C.

Notice to the District Superintendent

The District Superintendent is authorized to designate person(s) to receive any notice or notification required to be given by this policy to the District Superintendent.

Violence Prevention and Threat Assessment:

The following violence prevention and intervention strategies will be implemented in Questar III:
Violence Prevention:
The following policies and procedures shall facilitate the early detection of potentially violent behaviors, including but not limited to identification of family, community and persons deemed appropriate to receive such information:

Questar III shall undertake the following initiatives to prevent violence:

1. Annual review and adoption of codes of conduct for students, employees and visitors to school premises. These codes of conduct shall include enforceable rules; clear consequences; due process; and explicitly defined roles, rights and responsibilities of the parties.

2. All students shall participate in multi-hazard school safety training on an annual basis as follows: Multi-hazard school safety training shall be provided to all students in facilities under the exclusive control of Questar III by the end of October of each school year. Questar III shall make arrangements with host school districts to provide such training to Questar III students housed in school district facilities.

3. Annual adoption and review of a school dress code to prohibit appearance, clothing and accessories that disrupt the educational process.

4. Staff development is a critical element in the prevention of violence in our schools. Questar III teachers and staff with student contact shall be offered training opportunities in the knowledge and skill required to address school violence and victimization, most notably bullying. Additionally, staff shall be trained in sexual, racial and other forms of harassment, cultural diversity, school security and disciplinary policies, classroom management, crowd control and intervention strategies. Training shall be provided to all school safety officers and other security personnel. This shall include training in de-escalation of potentially violent situations. Multi-hazard training for staff and students will include the following:

5. All district staff and students shall participate in multi-hazard school safety training on an annual basis each school year. Summer school programs are encouraged to have one emergency drill outside of the required fire drills.

6. Each Questar III facility will establish a building emergency response team to review building level safety plans and responses in collaboration with the Health and Safety Office.

7. Basic training in emergency response, explanations and clarifications regarding the Building Level Emergency Response Plan, and execution of emergency protocols contained in the plan will be covered at faculty meetings at each educational facility within Questar III.

8. Additional review of the Building Level Emergency Response Plan will be conducted periodically but no less than quarterly by each Building Emergency Response Team under direction of the building administrator.

9. Specific emergency training such as lockdown, lockout, shelter in place, bomb threat emergency response, sweeping training, proper evacuation technique, responding to various emergency and critical situations, incident command system
(ICS), national incident management system (NIMS), etc. are conducted annually with staff members at each of the Questar III instructional buildings. Records will be kept in the Health and Safety Department.

10. Lock Down, Lock Out and building evacuation drills are held at each instructional building. In certain buildings where the population consists of severely physically and emotionally challenged students, these drills are conducted when conditions permit. An annual calendar of emergency drills will be prepared, in consultation with the Director of Health and Safety.

11. Training to reduce incidents of violence and to improve communications between staff and students will take place as follows:

12. Questar III provides training in research-based de-escalation procedures to designated instructional and direct care staff in accordance with policy. The main focus of this training is assisting students who may be in emotional distress to work through the process of de-escalation through nonviolent means.

13. Positive Behavioral Interventions and Supports is a program utilized by Questar III academy based settings involving teachers, teachers assistants, social workers, administration, parents and students. It is designed to improve behavior and social skills in emotionally challenged students. The entire program improves all levels of communication between staff and students in this setting.

14. Restorative Practices may be utilized by Questar III instructional settings. Restorative practices invite everyone impacted by a conflict to develop a shared understanding of both the root causes and the effects. Restorative practices seek to address the needs of those who have been harmed, while encouraging those who have caused harm to take responsibility. Restorative practices emphasize the capacity of all people for healing, growth, and transformation and in this way it encourages accountability, self-determination, healing, and interconnection.

15. One of Questar III’s key missions is to offer Career and Technical Education opportunities to students in its component school districts. Career and Technical Education requires excellent communication between staff and student. By its very nature, instruction focuses on teamwork, citizenship, community service and high ethical standards. These standards are practiced in all of our career and technical education classrooms. Students are offered opportunities to apply their academic and career and technical skills outside of the classroom. Many of our staff are members of Skills USA and many of our students participate in the activities offered by these organizations.

16. Questar III shall coordinate a student suspension and other forms of discipline with component school districts.

17. Implementation of programs and/or activities to foster a climate of respect for others and acceptance of diversity in Questar III facilities. These activities and/or programs can focus on celebrating and tolerating differences and promoting processes that utilize differences as a way to foster mutual understanding and respect. These may include but are not limited to the use of mindfulness.
18. Implementation of character based education and in conjunction with the Dignity for All Students Act. This may consist of an advisory program and learning activities that promote the common good in actions whereby students and teachers take responsibility for behaviors, work cooperatively toward common goals, reach decisions democratically and respectfully. Adults model moral reasoning and thoughtful decision making for students and assist them in resisting high-risk behaviors and in recognizing beliefs and practices that are inconsistent with non-violence. These programs recognize and address that many instances of school violence stem from discrimination and harassment.

19. Student counseling programs developed and implemented in cooperation with state, county and local governments. These programs involve school / community teams of counselors in which problems that impede learning or have harmful consequences are identified and addressed through the development of individualized intervention plans, referral to community care facilities. Adult facilitated peer support groups also may be utilized to provide students with opportunities to discuss their problems and feelings in a safe group setting, and to create alternatives to high risk behaviors through behavior contracts, formation of student community service organizations and programs.

20. Partner with families to help them find the most appropriate outside counseling, clinical supports and other resources to address emotional, behavioral and clinical needs of their students.

Threat Assessment: Identifying Early Warning Signs:

It is not always possible to predict behavior that will lead to violence. In some situations and for some youth, different combinations of events, behaviors, and emotions may lead to suicidal ideation, aggression or violent behavior toward self or others. School personnel and students as well as parents are often in a good position to observe these early warning signs.

None of these signs alone is sufficient for predicting aggression and violence. Moreover, it is inappropriate—and potentially harmful—to use the early warning signs as a checklist against which to match individual children. Rather, the warning signs are offered only as an aid in identifying and referring children who may need help. A good rule of thumb is to assume that these warning signs, especially when they are presented in combination, indicate a need for further analysis to determine an appropriate intervention.

It is the policy of Questar III that staff be informed in the recognition and use of early warning signs for identification and referral purposes only and not for diagnostic purposes. Only trained and licensed professionals should make diagnoses in consultation with the child's parents or guardian.

The following early warning signs are cited by the United States Department of Education in its publication entitled Early Warning, Timely Response: A Guide to Safe Schools and are presented with the following qualifications: they are not equally significant and they are not presented in order of seriousness. They include:

- Social withdrawal. In some situations, gradual and eventually complete avoidance of and/or withdrawal from social contacts and/or school activities can be an
important indicator of a troubled child. The withdrawal often stems from feelings of depression, rejection, persecution, unworthiness, and lack of confidence.

- Excessive feelings of isolation and being alone. Research has shown that the majority of children who are isolated and appear to be friendless are not violent. In fact, these feelings are sometimes characteristic of children and youth who may be troubled, withdrawn, or have internal issues that hinder development of social affiliations. However, research also has shown that in some cases feelings of isolation and not having friends are associated with children who behave aggressively and violently.

- Excessive feelings of rejection. In the process of growing up, and in the course of adolescent development, many young people experience emotionally painful rejection. Children who are troubled often are isolated from their mentally healthy peers. Their responses to rejection will depend on many background factors. Without support, they may be at risk of expressing their emotional distress in negative ways-including violence. Some aggressive children who are rejected by non-aggressive peers seek out aggressive friends who, in turn, reinforce their violent tendencies.

- Anxiety. In certain situations anxiety is expected, however chronic anxiety can lead to fear, depression, and withdrawal.

- Being a victim of violence. Children who are victims of violence-including physical or sexual abuse-in the community, at school, or at home- are sometimes at risk themselves of becoming violent toward themselves or others.

- Feelings of being picked on and persecuted. The youth who feels constantly picked on, teased, bullied, singled out for ridicule, and humiliated at home, on the school bus or at school may initially withdraw socially. If not given adequate support in addressing these feelings, some children may vent them in inappropriate ways-including possible aggression or violence.

- Low school interest and poor academic performance. Poor school achievement can be the result of many factors. It is important to consider whether there is a drastic change in performance and/or poor performance becomes a chronic condition that limits the child's capacity to learn. In some situations--such as when the low achiever feels frustrated, unworthy, chastised, and denigrated--acting out and aggressive behaviors may occur. It is important to assess the emotional and cognitive reasons for the academic performance change to determine the true nature of the problem.

- Expression of violence in writings and drawings. Children and youth often express their thoughts, feelings, desires, and intentions in their drawings and in stories, poetry, and other written expressive forms. Many children produce work about violent themes that for the most part is harmless when taken in context. However, an overrepresentation of violence in writings and drawings that is directed at specific individuals (family members, peers, other adults) consistently over time may signal emotional problems and the potential for violence. Because there is a real danger in misdiagnosing such a sign, it is important to seek the guidance of a
qualified professional—such as a school psychologist, counselor, or other mental health specialist—to determine its meaning.

- Uncontrolled anger. Everyone gets angry; anger is a natural emotion. However, anger that is expressed frequently and intensely in response to minor irritants may signal potential violent behavior toward self or others.

- Patterns of impulsive and chronic hitting, intimidating, and bullying behaviors. Children often engage in acts of shoving and mild aggression. However, some mildly aggressive behaviors such as constant hitting and bullying of others that occur early in children's lives, if left unattended, might later escalate into more serious behaviors.

- Internet, Social Media, and Electronic Recording. New technologies have created new opportunities for transmitting information, including communications that can be used to harass, threaten or intimidate others. Cyberbullying can occur inside or outside of the school day and may originate at computers or other electronic devices inside or outside of school— and may still have a serious impact on students, staff and the school environment. Evidence that such communications and social media postings may be occurring must be taken seriously and addressed through the Code of Conduct.

- Social Media. Postings by students evidencing violent behaviors or other indicators of potentially violent or aggressive behavior.

- History of discipline problems. Chronic behavior and disciplinary problems both in school and at home may suggest that underlying emotional needs are not being met. These unmet needs may be manifested in acting out and aggressive behaviors. These problems may set the stage for the child to violate norms and rules, defy authority, disengage from school, and engage in aggressive behaviors with other children and adults.

- Past history of violent and aggressive behavior. Unless provided with support and counseling, a youth who has a history of aggressive or violent behavior is likely to repeat those behaviors. Aggressive and violent acts may be directed toward other individuals, be expressed in cruelty to animals, or include fire setting. Youth who show an early pattern of antisocial behavior frequently and across multiple settings are particularly at risk for future aggressive and antisocial behavior. Similarly, youth who engage in overt behaviors such as bullying, generalized aggression and defiance, and covert behaviors such as stealing, vandalism, lying, cheating, and fire setting also are at risk for more serious aggressive behavior. Research suggests that age of onset may be a key factor in interpreting early warning signs. For example, children who engage in aggression and drug abuse at an early age (before age 12) are more likely to show violence later on than are children who begin such behavior at an older age. In the presence of such signs it is important to review the child's history with behavioral experts and seek parents' observations and insights.

- Intolerance for differences and prejudicial attitudes. All children have likes and dislikes. However, an intense prejudice toward others based on racial, ethnic,
religious, language, gender, sexual orientation, ability, and physical appearance—when coupled with other factors—may lead to violent assaults against those who are perceived to be different. Membership in hate groups or the willingness to victimize individuals with disabilities or health problems also should be treated as early warning signs.

- **Drug use and alcohol use.** Apart from being unhealthy behaviors, drug use and alcohol use reduces self-control and exposes children and youth to violence, either as perpetrators, as victims, or both.

- **Affiliation and pressure to become affiliated with gangs.** Gangs that support antisocial values and behaviors—including extortion, intimidation, and acts of violence toward other students—cause fear and stress among other students. Youth who are pressurized to become affiliated with gangs may be intimidated and fear acts of violence. Youth who are influenced by these groups—those who emulate and copy their behavior, as well as those who become affiliated with them—may adopt these values and act in violent or aggressive ways in certain situations. Gang-related violence and turf battles are common occurrences tied to the use of drugs that often result in injury and/or death. Gang influences typically may occur outside of school, but can have a serious impact on students’ behaviors while in school or on a school bus.

- **Other community-based conflicts.** Conflicts in the community can have a significant impact on the school environment. These may include conflicts among neighbors, between families, within extended families, or among other social networks. Identifying students who may be within societal groups involved in conflicts within their communities will assist in preventing the extension of the conflict to the school environment.

- **Inappropriate access to, possession of, and use of firearms or other weapons.** Children and youth who inappropriately possess or have access to firearms or other weapons can have an increased risk for violence. Research shows that such youngsters also have a higher probability of becoming victims. Families can reduce inappropriate access and use by restricting, monitoring, and supervising children's access to firearms and other weapons. Children who have a history of aggression, impulsiveness, or other emotional problems should not have access to firearms and other weapons.

- **Serious threats of violence.** Idle threats are a common response to frustration. Alternatively, one of the most reliable indicators that a youth is likely to commit a dangerous act toward self, including suicide ideation, or others is a detailed and specific threat to use violence. Recent incidents across the country clearly indicate that threats to commit violence against oneself, or others should be taken very seriously. Steps must be taken to understand the nature of these threats and to prevent them from being carried out.

**Reporting Early Warning Signs:**

In the event students and staff observe a student manifesting early warning signs, the following procedures shall be followed:
• Students and staff should contact the principal school administrator to report the information about the student manifesting such signs. The principal and the clinical team will assess the threat and whether the student’s family must be contacted. In cases where school-based contextual factors are determined to be causing or exacerbating the child's troubling behavior, Questar III shall cooperate with the student’s home school to modify them to the extent practicable.

• It is important to avoid inappropriately labeling or stigmatizing individual students because they appear to fit a specific profile or set of early warning indicators. None of these signs alone is sufficient for predicting aggression and violence. Moreover, it is inappropriate—and potentially harmful—to use the early warning signs as a checklist against which to match individual children.

**Threat Assessment: Identifying Imminent Warning Signs:**

Unlike early warning signs, imminent warning signs indicate that a student is very close to behaving in a way that is potentially dangerous to self and/or to others. Imminent warning signs require an immediate response.

No single warning sign can predict that a dangerous act will occur. Rather, imminent warning signs usually are presented as a sequence of aggressive, overt, serious, hostile behaviors or threats directed at peers, staff, or other individuals. Usually, imminent warning signs are evident to more than one staff member—as well as to the child's family. Imminent warning signs may include:

• Physical fighting with peers or family members.
• Destruction of property.
• Aggression for seemingly minor reasons.
• Detailed threats of violence (time, place, manner).
• Possession of firearms and other weapons.
• Other self-injurious behaviors or threats of suicide.
• Increases in violent or aggressive behaviors that are manifestations of a student’s disabilities.

**Threat Assessment – Evaluating and Responding to Levels of Imminent Threat:**

Any staff member who observes or is advised of a potential imminent threat must immediately report the threat to the building administrator. The building administrator will assess the level of threat of violence according to the following guidelines which follow the New York State Threat Assessment Model:

• **Levels of Risk and Response Procedures:**

  **Low Level of Threat:** A threat that poses a minimal risk to the victim and public safety:
• Threat is vague and indirect.
• Information in the threat is not consistent, is implausible or is vague.
• The threat lacks realism.
• Content of the threat suggests person is unlikely to carry it out.

Response to Low Level Threat:
• Notify building administrator or other specified party using Building Level Chain of Command.
• Notify home school district and parent.
• Handle threat at building level as assessment warrants in accordance with the Building Emergency Response Plan.

Medium Level of Threat:  A threat that could be carried out, although it may not appear entirely realistic.
• Threat is more direct and more concrete.
• Content of threat suggests the threatener has given thought to means and method.
• There is a general indication of possible place and time (though plan is not detailed).
• There is no strong indication of preparatory steps.
• There may be a specific statement seeking to convey the seriousness of the threat.

Response to Medium Level Threat:
• Notify building administrator or other specified party using Building Level Chain of Command.
• Notify police and other emergency responders immediately, if appropriate, then follow Sequential Response Actions for specific threat as outlined in the Building Emergency Response Plan.
• Notify the District Superintendent, the supervising administrator, and the Director of Health and Safety.
• Notify the home school district and parent.

High Level of Threat:  A threat that appears to pose an imminent and serious danger to the safety of self or others:
• Threat is direct, specific and plausible.
• Nature of the threat suggests that it has been premeditated and that concrete, specific steps have been taken to carry it out.
• Almost always will require assistance of law enforcement and/or medical response to address.

Response to High Level Threat:
• Notify building administrator or other specified party using Building Level Chain of Command.
• Notify police and other emergency responders immediately, then follow Sequential Response Actions for specific threat as outlined in the Building Emergency Response Plan.
• Notify the District Superintendent, the supervising administrator, and the Director of Health and Safety.
• Notify the home school district and parent.
Serious Violent Incidents:

A serious violent incident is a high level threat and is an incident of violent criminal conduct that is or appears to be, life threatening and warrants the evaluation of students and staff because of an imminent threat to their safety or health, including but not limited to, the use or threatened use of a firearm, explosive, bomb, incendiary device, chemical, or biological weapon, knife or other dangerous instrument capable of causing death or serious injury; riot; hostage-taking or kidnapping.

Serious violent incidents will be addressed as follows:

- Immediate response to the incident will be governed by the applicable emergency response procedures (e.g. bomb threat, weapon, fire).
- In the event a Questar III student is involved in the incident, the Student Code of Conduct “Category III Student Behavior” shall govern the Questar III response subsequent to the incident.
- Development of a written school safety plan, when appropriate, describing student’s expectations upon return from out of school suspension.
- In the event a Questar III administrator, teacher or other employee is involved in the incident, the applicable provisions of the collective bargaining agreement, if any, and law shall govern the Questar III response.

The Role of Local Governments:

The District Superintendent may appoint and convene an intergovernmental task force on school district safety to address the need for collaborative arrangements with state and local law enforcement officials. Such task force may consult with Questar III on the development and review of district wide and building safety plans.

The Questar III BOCES designates the Director of Health and Safety as the District Chief Emergency Officer as required by legislation. The District Chief Emergency Officer is responsible for coordinating communication between school staff and law enforcement and first responders, and ensuring staff understanding of the district-level safety plan. The chief emergency officer shall also be responsible for ensuring the completion and yearly updating of building-level emergency response plans in conjunction with each building team.

Local Law Enforcement:

Local law enforcement agencies shall be contacted at the discretion of the District Superintendent or principal building administrators, after consideration of mitigating and aggravating circumstances, in the event: a crime has been committed on school property or premises; there is an imminent threat that a crime will be committed on school property; there is an imminent threat to the health, safety or welfare of any member of the school community.

Emergency Services and Local Governments:

Plans and specifications for each Questar III school building have been filed with fire and law enforcement officials responsible for the area in which the Questar III school building
is located, in accordance with Education Law section 408-b. In the event that additional school buildings are built, leased or operated by Questar III for instructional purposes, plans and specifications shall be filed as required by section 408-b before the first day of instruction at such building. (See also “Building Level Plans – Provision of Building Information to Emergency Service Providers,” below.)

**Availability and Coordination of District Resources:**

The Questar III resources to be made available or coordinated during an emergency will depend upon nature of the emergency as provided in this BOCES-Wide Plan and building emergency response plans.

Questar III has a Crisis Management Team to respond to “events” (i.e. injury, death or any other tragic event) involving students, staff or district residents that have the potential to affect the school community. The Team not only provides services to the Questar III community, but also is available to provide services to component school districts that have experienced a crisis and require additional resources.

The primary members of the Team are social workers, school psychologists and school guidance counselors. The goals of the Team are to reduce the impact of the crisis, strengthen individual coping skills, prevent further psychological dysfunction, eliminate the signs and symptoms of the crisis in the shortest possible time, and reduce the amount of suffering caused by the crisis.

All members have received specific crisis management training. In the event of a schoolwide or building level emergency, the District Superintendent, or his or her designee, may direct the mobilization of the Team to serve the school community as appropriate.

**Procedure for Contacting those in Parental Relation:**

When those in parental relation need to be called in the event of an emergency, for purposes of early dismissal or to convey other information, direct phone and /or text messaging contact will be made by Questar offices or by utilizing the Emergency Calling System. In the event that the emergency procedures provide for students' home districts to be contacted, such contacts will be made as provided in Appendix B, “Protocol for Contacting Component Districts in Emergency Situations.” Appendix B may be revised as needed to update school district contact information and/or to incorporate new protocols necessitated by introduction of new technology.

In the event written information must be sent home with students or otherwise transmitted to parents due to an emergency or public health event, the District Superintendent, or his or her designee, may direct the Questar III Communications Department to prepare appropriate information in consultation with other appropriate Questar III staff members. No information shall be distributed unless reviewed and approved by the District Superintendent, or his or her designee.

**BOCES Responsibility to Other Educational Agencies:**

The District Superintendent shall take appropriate steps to secure the following information about each educational agency within Questar III: number of students,
number of staff, transportation requirements associated with the evacuation of each facility; and the business and home telephone numbers of key officials of each agency. Such information shall be updated at least annually by the District Superintendent. Each such agency shall report material changes to such data to the District Superintendent in writing, within 7 days of such change. In the event of an emergency in an educational agency, including private and parochial schools within the supervisory district, and upon notification of such, the District Superintendent shall coordinate the delivery and availability of such services and resources as are requested, depending upon the nature of the emergency.

**Annual Emergency Drills:**

The following 12 minimum drills are required to be completed for student occupied facilities during the annual school year:

- Evacuation Drills: 8 Evacuation Drills
- Emergency Drills: 4 Lockdown Drills

Of these 12 Drills, a combination of 8 Evacuation and Lockdown Drills must occur by December 1st.

At least once per school year, Questar III shall conduct a minimum of one additional drill and/or other exercise to test and evaluate the effectiveness of the emergency response plan. These drills shall be scheduled and coordinated with the Questar III Director of Health and Safety. Drills may include the participation of county and local emergency response providers, where appropriate. Drills may be announced or unannounced. The results of such drills and exercises shall be reported to the District Superintendent. Records will be maintained by the building administrator(s) and filed with the Director of Health and Safety.

**Public Information and Media Relations:**

All contacts from the news media shall be forwarded to the District Superintendent, or his or her designee, for a response. The District Superintendent may direct the Questar III Communications Department to prepare written materials as appropriate. No written materials shall be distributed until reviewed and approved by the District Superintendent, or his or her designee.

**Identification Badges**

All Questar III staff members shall wear Questar III identification badges at all times while in Questar III facilities. Questar III shall provide all staff members with Questar III identification badges at no charge.

**Building Level Emergency Response Plans:**

Each school building under the control of Questar III and not covered by a school district safety plan has a building level emergency response plan. Each plan addresses crisis intervention, emergency response and emergency management at the building level. Each plan was developed by a building level school safety team appointed by the building
principal and included representatives of teachers, parents, local emergency service providers. Such plans include policies and procedures to be followed in the event of an emergency, consistent with the BOCES-wide Safety Plan. Building level emergency response plans also shall include protocols for addressing emergencies during school sponsored off-campus activities. In accordance with law, Building Level Emergency Response Plans are not to be disclosed to the public and may not be obtained through a Freedom of Information Law (FOIL) request.

**Protocol for Responding to Building Level Emergencies:**

Each building level emergency response plan establishes the chain of command to be observed at an emergency and provides contact phone numbers. This chain of command shall be consistent with the national incident management system/incident command system.

Building administrators will be provided with emergency guides for classrooms which describe protocols for responding to types of emergencies.

Building level emergencies may require that home school districts of students attending the Questar III instructional facility be contacted. The protocol for contacting component school districts is set forth as Appendix B. Appendix B may be revised as needed to update school district contact information.

Building level emergencies may call for taking protective actions for students, such as school cancellation, early dismissal, evacuation of students or sheltering, in accordance with emergency response protocols:

- Whether protective action is needed, as well as the type of action, is governed by the emergency response protocols in building level plans.
- Building level plans identify with specificity how protective actions will occur at the particular instructional facility.
- Building level plans will implement “Avoid, Deny, Defend” protocols, including but not limited to authorizing staff to temporarily block doors to slow the access of an intruder in the event of an emergency.
- Building level plans will include and provide for temporary covering of vision panels in classroom doors in the event of an emergency.
- In the event school is cancelled or students are dismissed early, the Early Dismissal Procedure in Appendix A applies.

**School Building Emergency Response Teams:**

Each school building under the exclusive control of Questar III and not covered by a safety plan of another school district has and shall continue to have an emergency response team appointed by the building principal, subject to the review and approval of the District Superintendent. Each team shall be comprised of school personnel, law enforcement officials and representatives of emergency services providers for that school building and such others as the principal may deem necessary and appropriate.

Each school building has and shall continue to have a post-incident response team appointed by the building principal, subject to the approval of the District Superintendent.
Each team shall be comprised of appropriate school and medical personnel, mental health counselors and such others as the principal may deem necessary and appropriate.

**Students with Disabilities – Wandering and Elopement**

Each Questar III building level emergency response plan will include procedures and protocols to prevent and address instances of wandering and elopement, which may include but are not limited to the following:

- Determining whether students with disabilities in the building have been identified as having a tendency to wander and elope.
- Assuring that appropriate staff is aware of such students and familiar with such students’ behavior intervention plans.
- Procedures for responding to instances of wandering or elopement, such as implementing a crisis management plan.
- Protocols for contacting parents and 911.
- Procedures for staff to follow students and maintain communications with building staff.
- Committees on special education are required to consider whether a student has a pattern or behavior to wander or elope. Functional behavioral assessments and individualized behavior intervention plans will be conducted for such students, to include addressing tendencies to wander or elope.

**Provision of Building Information to Emergency Service Providers:**

It is imperative that emergency service providers and those others responding to a school crisis have immediate access to floor plans, blue prints and other maps and information about school premises. The following procedures shall be implemented for each school building under the control of Questar III and not covered by the safety plan of a school district:

- The District Superintendent shall retain copies of current floor plans, blue prints and site maps of each school property. Such plans shall be maintained and amended as necessary to reflect changes in the configurations of school buildings or sites.

- A copy has been provided to the law enforcement agency that would respond to a serious violent incident for each school building. A copy has been filed with the building principal who shall maintain such information in an emergency kit in the office of the principal at all times. Such emergency kit shall be portable and shall be removed by the principal in the event of evacuation of the building. A copy has been filed with the district clerk. A copy is maintained by the office in charge of school buildings and grounds.
Internal and External Communications:

Each building level plan shall contain detailed procedures to be implemented to facilitate internal and external communications in the event of an emergency. Such plans shall describe the procedures for communicating with the following:

**Internal Communications:**
- Teachers and building staff
- Students
- District Superintendent
- Director of Health and Safety
- Board of Cooperative Educational Services

**External Communications:**
- Component districts – district and/or building administration
- Emergency Services Providers
- Parents
- News Media
- Social Media

General Building Security at Instructional Facilities:

The District Superintendent shall receive and consider recommendations from the Director of Health and Safety, building administrators, the supervising administrator, and the school safety teams relating to building security needs. The District Superintendent may direct the implementation of new security measures, or the modification of existing security measures, as needed. The following general building security provisions apply at Questar III instructional facilities:

- The primary method of securing buildings is through violence prevention. Violence prevention is centered on building relationships with students. Every staff member of Questar III has a responsibility to create a culture of respect in our educational facilities. Questar III also will continue to build relationships with its component home districts, to better understand individual student needs and to be able to recognize students who may be in crisis.
- The main entrance to each building will be the only entrance to any instructional building that will be accessible to the public, utilizing a secured entry system after student arrivals. All other exterior doors will remain locked from the outside at all times. Signs will be prominently posted at the main entrance directing all visitors to the main office.
- Visitors will be instructed to sign-in and sign-out of a building using the electronic visitor management system. Visitors will be issued a Visitor’s Pass which must be prominently worn while the visitor remains on the premises. The Visitor must be logged out of the electronic visitor management system upon leaving the building. The Visitor’s Log will record the name of the visitor, the visitor’s phone number, the visitor’s affiliation and reason for the visit, the name of the person/office being visited, and the times of sign-in and sign-out of the building. Protocols for escorting or directing visitors to the individual or office being visited within the building have been established at each building.
• Persons observed in the building without proper identification will be directed to the main office. If they do not comply, or become argumentative, the building administrator must be notified immediately. If necessary, the Emergency Management Plan should be utilized.
• Sign-in and sign-out logs will be maintained for sign-in/out of students. Students shall be signed out in accordance with the Questar III Student Dismissal Precautions Policy and Regulations.
• Certain areas in each building will be accessible only to authorized personnel. These areas will remain locked and secure at all times. Areas will be designated and identified at each site. Students will not have access to these areas under any circumstances.
• Classrooms and instructional spaces shall be locked when not in use whenever feasible. Classrooms and instructional spaces should be locked when in use whenever practicable.
• All buildings are equipped with multi-function alarms or systems which will sound in emergency situations such as fire and carbon monoxide presence; and will also sound if the building is entered illegally. Police, fire and emergency medical services agencies have access or will be given access to all buildings should an emergency arise.
• All buildings are equipped with a system for general communication between and among administrators and staff.
• Questar III maintains emergency cell phones and communication radios in each facility. This communications capability increases the level of safety of both students and staff, and increases the probability of accurate and timely implementation of emergency protocols.

Commission of a Crime:
In the event of the commission of a crime on school property, the scene shall be secured and isolated. No one shall disturb or intrude upon the scene or touch or handle any evidence at the scene. Provision shall be made to preserve the scene until law enforcement agencies arrive to take control of the scene.

Sites of Potential Emergency:
All Questar III instructional facilities are sites of potential emergency because of the presence of children. Additionally, the following community sites which are proximate to a Questar III instructional facility pose the potential for hazards or emergencies:

• Troy Landfill (Rensselaer Educational Center)
• Mulhern Propane Facility (Columbia-Greene Educational Center)
• Railroad Tracks and Corridor (Columbia-Greene Educational Center)
• Columbia County Jail (Columbia-Greene Educational Center)
• Washington Avenue Extension, I-90, Electric Transmission Wires (TVHS)
• Routes 9 and 20, Interstate 90 (Sackett Center Administrative Offices and TVHS)
• Green Meadow School (Sackett Center)
QUESTAR III SCHOOL SAFETY PLAN
APPENDIX A

EARLY DISMISSAL PROCEDURE
FOR
QUESTAR III INSTRUCTIONAL BUILDINGS

Circumstances may arise that could cause any or all of the Questar III instructional buildings to close prior to their regularly scheduled time. Should that occur, the following procedure would be followed, unless otherwise instructed.

1) The District Superintendent or his/her designee will make the decision for early dismissal at any or all of the Questar III Instructional sites.

2) Once the decision has been made, each of the component school districts will be notified by the District Superintendent's designee or building administrator so that transportation could be provided for their students.

3) Persons in parental relationship to students will be contacted through direct phone contact or the Emergency Calling System.

4) Transportation for students will be the responsibility of the component district.

5) Teachers will not be excused until all of their students have been transported from the building unless other arrangements have been made for supervision of students through Questar III administration.

6) Should media notification be necessary in this particular situation, each building administrator has a designated code for the School Closing Network.

7) If it is necessary or desirable for written information to be distributed to parents, guardians, or the public, the building administrator will contact the District Superintendent, or his or her designee, to request the preparation of written materials by the Questar III Communications Department. All written materials will be reviewed by, and are subject to review and approval of the District Superintendent, or his or her designee, before they may be distributed.

7/9/09
1) Receive emergency information from District Superintendent or designee, (Who, What, When, and Where), and follow directive as to which districts are to be contacted.

2) Refer to the COMPONENT SCHOOL DISTRICT EMERGENCY CONTACT INFORMATION attached.

3) Contact each district as directed relaying the necessary emergency information, including the nature of the emergency, the need for transportation if early dismissal is being implemented, and, where applicable, the alternate site for student dismissal when students are evacuated.

4) Contact departments within Questar III that may be of assistance to the District Superintendent or designee, or could assist the affected districts in the emergency situation. These may include but not be limited to: Health & Safety, Communications, and Crisis Management.

5) Emergency protocols will direct when students will be sheltered in place or evacuated from the school to an approved evacuation site in accordance with the building-level emergency plan. Whenever possible, approved evacuation sites shall be within walking distance of the educational facility. In the event that transportation to the site is required, the transportation provider shall be contacted immediately upon the decision to evacuate the building. In the event of evacuation, the evacuation site will be immediately notified of the need to evacuate students to the site.

7/7/10
Averill Park Central School District
Superintendent; Dr. James Franchini
146 Gettle Road, St 1
Averill Park, NY 12018
Phone: (518) 674-7050 x7066
Fax: (518) 674-3802

Berlin Central School District
Superintendent: Dr. Stephen Young
PO Box 259
53 School Street
Berlin, NY 12022
Phone: (518) 658-2690
Fax: (518) 658-3822

Brunswick Central School District
Superintendent: Dr. Angelina Maloney
3992 NY #2
Troy, NY 12180
Phone: (518) 279-4600 x602
Fax: (518) 279-1918

East Greenbush Central School District
Superintendent: Jeffrey Simons
29 Englewood Avenue
East Greenbush, NY 12061
Phone: (518) 477-2755 x131
Fax: (518) 477-4833

Hoosic Valley Central School District
Superintendent: Amy Goodell
2 Pleasant Ave.
Schaghticoke, NY 12154
Phone: (518) 753-4450
Fax: (518) 753-7665

Hoosick Falls Central School District
Superintendent: Kenneth Facin
PO Box 192
Hoosick Falls, NY 12090
Phone: (518) 686-7012
Fax: (518) 686-9060
Lansingburgh Central School District  
Superintendent: Cynthia DeDominick  
576 5th Avenue  
Troy, NY 12182  
Phone: (518) 233-6850 x3400  
Fax: (518) 235-7436  

No. Greenbush Common School District  
Superintendent: Christine Hamill  
52 North Greenbush Road, Unit B  
Troy, NY 12180  
Phone: (518) 283-6748  
Fax: (518) 283-6609  

Rensselaer City School District  
Superintendent: Joseph Kardash  
25 Van Rensselaer Drive  
Rensselaer, NY 12144  
Phone: (518) 465-7509  
Fax: (518) 436-0479  

Schodack Central School District  
Superintendent: Jason Chevrier  
1216 Maple Hill Road  
Castleton, NY 12033  
Phone: (518) 732-2297  
Fax: (518) 732-7710  

Troy City School District  
Superintendent: John Carmello  
1728 Tibbits Avenue  
Troy, NY 12180  
Phone: (518) 271-5210  
Fax: (518) 271-5229  

Wynantskill Union Free School District  
Superintendent: Dr. Thomas Reardon  
PO Box 345  
Wynantskill, NY 12198  
Phone: (518) 283-4600 X11  
Fax: (518) 283-3799
## 2019/20 COMPONENT SCHOOL DISTRICT
### EMERGENCY CONTACT INFORMATION
#### BY COUNTY

### COLUMBIA

<table>
<thead>
<tr>
<th>School District</th>
<th>Superintendent</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Berkshire Union Free School District</td>
<td>Bruce Potter</td>
<td>PO Box 370, Canaan, NY 12029</td>
<td>(518) 781-3500 x3511</td>
<td>(518) 781-4890</td>
</tr>
<tr>
<td>Chatham Central School District</td>
<td>Dr. Salvatore DeAngelo</td>
<td>50 Woodbridge Avenue, Chatham, NY 12037</td>
<td>(518) 392-2400 x1501</td>
<td>(518) 392-2413</td>
</tr>
<tr>
<td>Germantown Central School District</td>
<td>Susan Brown</td>
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<td>(518) 537-6283</td>
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<td>Hudson City School District</td>
<td>Maria Suttmeier</td>
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<td>Ichabod Crane Central School District</td>
<td>Suzanne Guntlow (Acting)</td>
<td>PO Box 820, Valatie, NY 12184</td>
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<td>Dr. Neil Howard</td>
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</tbody>
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2019/20 COMPONENT SCHOOL DISTRICT
EMERGENCY CONTACT INFORMATION
BY COUNTY

GREENE

Cairo Durham Central School District
Superintendent: Douglas Kelley (Interim)
PO Box 780
Cairo, NY 12413
Phone: (518) 622-8534 x2310
Fax: (518) 622-9566

Catskill Central School District
Superintendent: Dr. Ronel Cook
343 West Main Street
Catskill, NY 12414
Phone: (518) 943-4696
Fax: (518) 943-7116

Coxsackie Athens Central School District
Superintendent: Randall Squier
24 Sunset Blvd.
Coxsackie, NY 12051
Phone: (518) 731-1710
Fax: (518) 731-1729

Greenville Central School District
Superintendent: Tammy J. Sutherland
Route 81
Greenville, NY 12083
Phone: (518) 966-5070 x501
Fax: (518) 966-8346
ICS roles will be filled based on the event.
Rensselaer Educational Center
   Anthony DeFazio, Principal
   518-273-2264

Academy at the Rensselaer Educational Center
   Chris Martel, Principal
   518-273-4264

Columbia-Greene Educational Center
   Jake Stomieroski, Principal
   518-828-4157

Sackett Educational Center
   Karen Brockley, Principal
   518-479-3520

George Washington School
   Danielle Remillard, Principal
   518-283-5752

Tech Valley High School
   James Niedermeier, Principal
   518-862-4960

ADOPTED: 07/10/08
REVISED: 07/09/09
REVISED: 07/08/10
REVISED: 07/07/11
REVISED: 07/12/12
REVISED: 07/11/13
REVISED: 07/10/14
REVISED: 07/09/15
REVISED: 07/07/16
REVISED: 07/13/17
REVISED: 07/12/18
REVISED: 07/11/19
Questar III, the Board of Cooperative Educational Services of Rensselaer Columbia and Greene Counties hereby adopt the following philosophy, goals and policies:

- It is the philosophy of Questar III that individuals will learn when provided with a comprehensive educational program that meets their educational needs.

- All members of the Questar III school community shall be provided a safe haven for learning and growing, a secure, orderly and nurturing environment in which to achieve their full potential.

- It is a goal of Questar III to provide educational opportunities that will lead to the development of responsible citizens in our schools and communities.

- Questar III shall provide educational opportunities that will challenge individuals and provide them with the opportunity to realize their full potential and increase their life choices. Regular school attendance is the focus of all learning and is required of all students.

- It is the policy of Questar III that all individuals be treated with respect. Respectful and ethical behavior is expected of each member of the Questar III School community.
A primary responsibility of Questar III is to create a stimulating educational environment for all students, in an atmosphere that is conducive to teaching, learning and living. This is achieved in part with a focus on the rights and responsibilities of all members of the community.

It is the philosophy of the staff, faculty and administration of Questar III that all people be treated with respect. Our students are responsible individuals, each with rights that deserve consideration and deference. Our students also have responsibilities to themselves, each other and to all members of the community.

It is the policy of Questar III to foster civility in its schools and to afford all students an environment free of discrimination and harassment.

The premise of this code of conduct is that only the consideration and protection of the rights of all persons preserve the rights of individuals.

It is the intent of the Board of Education that this code of conduct establishes minimum standards of behavior for students and all others who occupy, use or visit school property or any premises under control of the BOCES. The principal administrator of each school building under the sole control of Questar III may petition the Board of Cooperative Educational Services, through the District Superintendent, to adopt additional measures applicable to their school community.

The Student Bill of Rights and Code of Conduct and the Code of Conduct for Questar III Property are applicable on all Questar III grounds and premises; parking lots; land contained within the real property boundary line of any premises owned or leased by Questar III; in all buildings, structures, vehicles, facilities and work sites owned, operated, leased or otherwise utilized by Questar III; and at any function sponsored by Questar III regardless of its location. School function includes a school-sponsored extra-curricular event or activity. The Student Code of Conduct also recognizes that some behaviors which occur outside of Questar III grounds and premises may still have a harmful effect on Questar III students at school and on Questar III programs. Where Questar III is leasing classrooms in a component school district, the policies, rules and regulations adopted by the board of education of that district shall apply to Questar III students, employees and visitors.

All students and employees of Questar III are expected to report violations of these codes of conduct to a teacher, counselor, assistant principal, principal or other school personnel as appropriate. All employees of Questar III are expected to take appropriate action in response to violations they observe or those that are reported to them. Appropriate action may include a direct response or reporting the alleged violation to the school administration. Students and employees must immediately report possession of a weapon, harassment, vandalism, the use or possession of drugs or alcohol or threats of violence on school premises or at a school sponsored event. For purposes of this policy, weapon includes but is not limited to any firearm as defined in Title 18 of the United States Code for purposes of the Gun-Free Ace, as well as any weapon defined within the New York State Penal Law.
New York Codes Rules and Regulations (NYCRR Section 100.2 - Policy on School Conduct and Discipline)

Provides that Districts must develop and adopt new codes of conduct on or before July 1, 2001.

The new codes of conduct shall govern the conduct of students, teachers, other school personnel and visitors to the school. The code must be developed in collaboration with student, teacher, administrator and parent organizations and school safety personnel. The new code is to be approved by the board of education of the school district or BOCES. The code may be adopted only after the conduct of at least one public hearing that provides for participation of school personnel, parents, students and the public.

The required elements of the code include:

- Description of appropriate and inappropriate dress, language and conduct.
- Requirement for civil and respectful treatment of teachers, administrators, students and others.
- The appropriate range of disciplinary measures for violations of the code.
- The roles of teachers, administrators, school personnel and the board of education.
- Standards and procedures for ensuring security and safety of students and school personnel.
- Provisions related to removal of students from the classroom by teachers and from school property and functions for violators of the code.
- Provisions prescribing a period for which a disruptive pupil may be removed from the classroom for each incident subject to the principal making a final determination or expiration of the period of removal.
- Disciplinary measures for serious incidents – those involving illegal substances, weapons, and the use of physical force, vandalism, violation of another student’s civil rights, harassment and threats of violence.
- Provision for detention, suspension and removal consistent with state and federal law.
- Provision for continued educational programming and activities, including “alternative educational programs appropriate to individual student needs” for students removed from the classroom, in detention or on suspension.
- Procedures for reporting and determining violations, imposing discipline and carrying out such discipline.
- Provision for ensuring compliance with state and federal laws concerning students with disabilities.
- Provision for notifying local law enforcement agencies of violations constituting a crime.
- Provision for notifying persons in parental relation of code violations.
- Provisions describing the circumstances in which a complaint in criminal court, a juvenile delinquency petition or PINS petition will be filed.
- Circumstances under which a matter will be referred to human service agencies.
- Minimum suspension periods for those who are "repeatedly substantially disruptive of the educational process" or “substantially interfere with teacher’s authority over the classroom” or those who have committed acts of violence.
✓ A bill of rights and responsibilities of students that focus on positive student behavior; publicized and explained to students annually.
✓ Guidelines and programs for in-service training for staff to ensure successful implementation.
✓ Provisions prohibiting discrimination and harassment against any student by students or employees; provisions for responding to acts of discrimination or harassment; and guidelines for educational programs for staff to promote a safe and supportive school climate and discouraging discrimination and harassment, in conformance with the Dignity for All Students Act.

Annual review and update of the Code and adoption by Board of Education is required. A copy of the Code and any amendments to it must be filed with the commissioner within 30 days of adoption.

Each Board of Education or BOCES is required to ensure community awareness of its code as follows:

✓ Provide copies to all students at a general assembly at the beginning of each school year.
✓ Mail a plain language summary of the code to all persons in parental relation at the beginning of the school year.
✓ Provide each teacher and staff person with a copy of the code and a copy of any amendments as soon as practicable following enactment.
✓ New teachers must be provided with a copy upon employment.
✓ Community awareness steps include the making a copy of the code available upon request.
✓ Publication of the Code of Conduct on the Questar III website.

When a decision is made to propose suspension of a student, pursuant to the Section 3214 (3), those in parental relation must be notified in writing within 24 hours of the decision. Telephone contact should also occur where possible. The notice shall inform those in parental relation to their right to an immediate informal conference with the principal. This conference must take place prior to the suspension unless “the student’s presence in the school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process,” in which case the conference will take place as soon after the suspension as possible.
Student Bill of Rights

- Students have the right to pursue their education in an atmosphere that is safe and conducive to learning, and to achieve all that they are capable of achieving.

- Students have the right to pursue a particular course of study, which is developed with the guidance and assistance of their parents and school personnel as best meeting their educational needs and potential.

- Students have the right to be respected as individuals.

- Students have the right to procedural due process guaranteed by the United States Constitution and New York State Education Law prior to disciplinary action being taken against them.

- Students have the right to freedom of speech and expression, which does not interfere with the educational process or infringe upon the rights of others in accordance with the United States Constitution and the laws of the United States and the State of New York.

- Students have the right to freedom from discrimination relative to participation in curriculum offerings and extracurricular activities.

- Students have the right to have rules clearly stated, explained and distributed at the beginning of every school year or at the start of their enrollment in Questar III.

- Students have the right to freedom from unreasonable search and seizure.

- Students with special needs have the right to have their educational needs and their behavior evaluated on the basis of their special needs.

Student Responsibilities

- Students will conduct themselves with respect for themselves, fellow students, teachers and others.

- Students will strive to achieve their potential in all areas.

- Students will follow the directions of the staff, faculty and administration.

- Students will fulfill all classroom and other educational obligations.

- Students will show respect for Questar III property and for the property of others.

- Students will strive to demonstrate good conduct and positive attitude at all times in all Questar III activities.
• Students are an integral part of the school community and have the responsibility to conduct themselves in a way that fosters a safe school environment for themselves and others, while at school and outside of school. Students are expected to report inappropriate or potentially dangerous behavior to school staff and cooperate with school staff members.

• Students will dress and groom themselves neatly in clothes that are suitable for school activities. Students will wear footwear at all times and refrain from wearing hats in the classroom unless for a medical or religious purpose. All clothing, accessories or appearance, which interferes with the learning process, is not compatible with safety or interferes with the ability to engage in the activities required by the educational program is prohibited. Specifically, students shall refrain from clothing, accessories or appearance that: is sexually suggestive or provocative; could compromise safety or health in a particular educational program (for example, piercings; loose clothing in shop areas or physical education); does not provide appropriate coverage of the body, including the torso and undergarments worn on the torso; is vulgar, obscene or libelous; is denigrating to the race, color, creed, gender, national origin, disability, sexual orientation or physical condition of another; features, promotes or encourages violent behavior or use of guns, knives or other instruments of violence; represents, references or alludes to, through clothing, accessories, symbols, colors, tattoos or other references, gang affiliation; features, promotes or encourages the use of violence, violent crimes, illegal drugs, alcohol, vaping or tobacco. Students enrolled in career and technical education programs are preparing themselves to enter the workforce and will be expected to dress and groom themselves appropriately to their area of study. When in shop and lab areas, students are expected to dress according to the program of study requirements.

• Students are financially responsible for texts, tools, locks or any other Questar III or school district property or equipment provided to them.

• Students are expected to use technology responsibly.

• Adult students enrolled in a career and technical education program are expected to comply with the expectations for performance set forth in this Code of Conduct. Adult students also are expected to comply with the standards for behavior set forth in Student Guidelines applicable to the adult educational program, including but not limited to expectations for attendance, academic achievement, and standards of ethical practice and conduct.

**SCHOOL RESPONSE TO STUDENT BEHAVIOR**

Questar III subscribes to the philosophy that student behavior management is best-focused on behavioral change rather than punishment. Punishment merely perpetuates the misbehavior / punishment cycle by enhancing anger and frustration which merely precipitates additional misbehavior. Not only does punishment not achieve desired behavioral changes, it can harm a student’s self-concept and reduce the student’s ability to maintain self-control over the long-term. None of these outcomes are conducive to creating a learning environment.
The best form of behavior management advocates self-discipline. Administrators and teachers will strive to develop a school environment that fosters the development of self-discipline in our students.

Addressing student behavior issues is primarily the responsibility of the classroom teacher. Consistent and fair response to student behavior issues is critical to maintaining an appropriate learning environment. Teachers must routinely document their efforts to address student behavior issues. When a teacher has exhausted all reasonable efforts to address a particular student behavior without desired results, s/he should refer the student to the appropriate building administrator.

The challenge of addressing student behavior issues in a learning environment is to develop a school response that: encourages and allows students to accept responsibility for their actions; places importance on the value of maintaining academic participation and achievement; builds positive self-image and teaches appropriate methods of dealing with problems. Students need to know that the school response to inappropriate behavior will be fair and consistent and that the school will hold them accountable for such behavior.

**ADDRESSING STUDENT BEHAVIOR ISSUES**

Any student who violates the student code of conduct shall be subject to immediate and appropriate school response which may include one or more of the following: responses indicated by the classroom or building positive behavior incentive systems, warning, reprimand, parental notification, counseling (not psychiatric counseling), loss of privileges, compulsory restitution, temporary removal from class, suspension or exclusion and/or police involvement in accordance with provisions and proceedings of the Education Law and/or the Student Guidelines for adult students where applicable. School responses will be coordinated with the student’s home school district.

Some school buildings have surveillance cameras in hallways and common areas. The school administration may view videos while investigating a suspected violation of this Policy. Some school buildings may have vaporizer detectors which will alert staff of vaping in the building.

A student will not be subject to lower grades as a result of inappropriate behavior unless such behavior is related to his or her academic performance, such as cheating on an exam, failing to turn in homework or assigned papers or being illegally absent.

Out of school suspension is to be used judiciously and only when other responses would be ineffective in addressing student behavior. The provisions of Section 3214 of the Education Law shall be followed when suspension occurs (or, in the case of adult CTE students, this Code of Conduct and the Student Guidelines for adult CTE students would apply).

Students returning to school after suspensions may have re-entry meetings and/or re-entry plans that may address expectations for behaviors and/or identify safety measures, where appropriate.
Law enforcement authorities will be informed about any activity constituting a crime, including:

- Persons participating in unlawful activities in or on any Questar III building, facility, vehicle, property, or premises.
- Persons threatening, planning or attempting to damage or destroy or damaging or destroying Questar III property.
- Persons selling, offering for sale, purchasing, possessing, or using drugs, alcohol or illegal substances in or on any Questar III building, facility, vehicle, property, or premises.
- Persons or situations posing a significant threat to the health, safety or welfare of the occupants of Questar III buildings, facilities, vehicles, property or premises.

Law enforcement shall include municipal, county, state and federal agencies or divisions.

**Positive Behavioral Interventions and Supports (PBIS)**

Positive Behavioral Interventions and Supports (PBIS) is a program utilized by Questar III academy based settings involving teachers, teachers assistants, social workers, administration, parents and students. It is designed to improve behavior and social skills of students. The entire program improves all levels of communication between staff and students in this setting. PBIS provides ideas to support teaching, modeling and recognizing positive, appropriate behavior in schools and identifies systems for logically responding to classroom and individual student problems.

**Restorative Practices**

Restorative Practices may be utilized by Questar III academy based and other educational settings. Restorative practices invite everyone impacted by a conflict to develop a shared understanding of both the root causes and the effects. Restorative practices seek to address the needs of those who have been harmed, while encouraging those who have caused harm to take responsibility. Restorative practices emphasize the capacity of all people for healing, growth, and transformation and in this way it encourages accountability, self-determination, healing, and interconnection.

**Progressive Response to Behavior Issues**

The code of conduct is designed to provide for a progressive school response to student behavior issues. The code of conduct recognizes that certain inappropriate behavior is more serious and presents a greater disruption to the educational process. The code describes inappropriate behaviors in three categories and offers a range of school responses for implementation by teachers and / or administrators for each category. This will encourage and facilitate the application of the code to inappropriate student behavior by teachers and administrators in proportion to the severity of the behavior. Generally, the categories are as follows:
- Category I prohibits certain student behaviors. Teachers are primarily responsible for addressing these behaviors with their students. Teachers are responsible for documenting an incident and the school response, which must be consistent with the range of responses authorized in the code of conduct for this category. Documentation about such incidents should be sent to the building administration office to keep the building administration informed. Forms are available in the principal administrator’s office.

- Category II prohibits certain other student behaviors and addresses situations of repeated Category I behavior. Teachers are primarily responsible for initiating response to such behaviors but will introduce the guidance counselor, clinical staff (social workers and school psychologists), parents and guardians, and appropriate building administrators into the response.

- Category III prohibits certain serious or threatening behaviors and situations where a student persists in exhibiting certain Category I and II behaviors. It also includes students who are “repeatedly substantially disruptive of the educational process,” those who “substantially interfere with a teacher’s authority over the classroom” or those who have committed acts of violence. Students engaging in Category III behaviors are immediately referred to building administrators who will confer with parents / guardians, teachers and the student and implement an appropriate Category III school response. Students who are “repeatedly substantially disruptive of the educational process,” those who “substantially interfere with a teacher’s authority over the classroom” and those who have committed acts of violence are subject to minimum periods of out of school suspension.

**Corporal Punishment and Physical Restraint**

**Questa III does not permit the use of corporal punishment under any circumstances.**

Corporal punishment is any act of physical force against a student for the purpose of punishing that student.

Corporal punishment is distinguished from the act of exercising reasonable physical force to protect oneself from imminent injury, to protect another from imminent physical injury, to protect the property of Questar III or of others from destruction, or to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of school functions and the educational process, if a student has refused to comply with a request to refrain from further disruptive acts.

Some Questar III educational programs employ therapeutic programs with protocols for de-escalation and physical restraints. For students in such programs, physical intervention, including restraint, are intended to contain or control student behavior and are used only as a safety response to behavior likely to result in physical injury to self or others. Physical interventions are authorized when and to the extent allowed by the applicable therapeutic program and the student’s behavior intervention plan, if any.

**Reporting Requirements**

By July 15 and January 15 of each year, the District Superintendent is required to file a
report with the Commissioner of Education detailing each complaint about the use of corporal punishment, the results of the investigation of that complaint and the action, if any, taken in that particular case. Each building principal shall maintain records related to such complaints and shall forward copies to the District Superintendent immediately upon receipt. 8 NYCRR Sections 19.5 and 100.2 (1).

Harassment, Bullying and Discrimination Prohibited

The New York State Dignity for All Students Act finds that students’ ability to learn and to meet high academic standards, and a school’s ability to educate its students are compromised by incidents of harassment, bullying and/or discrimination which includes cyberbullying, taunting or intimidation. Discrimination or harassment can take many forms and may be called labels which tend to minimize the impact these behaviors have on students (for example, “hazing,” “name-calling”). In fact, harassment and bullying may severely impact the targeted student, including:

- Lowered academic achievement and aspirations
- Increased anxiety
- Loss of self-esteem and confidence
- Depression and post-traumatic stress
- General deterioration in physical health
- Self-harm and suicidal thinking
- Feelings of alienation in the school environment
- Absenteeism from school

Harassment, bullying or discrimination may be, but isn’t limited to, being based on the targeted student’s:

- Actual or perceived race
- Color
- Weight
- National origin
- Ethnic group
- Religion
- Religious practice
- Disability (physical, mental, medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques; or having a record of such condition; or a condition regarded by others as an impairment)
- Sexual orientation (actual or perceived heterosexuality, homosexuality or bisexuality)
- Gender or sex
- Gender or sexual identity
- Associations or friendships
- Socio-economic status
It is the goal of Questar III to create school environments which recognize and promote tolerance, respect for others, and awareness and sensitivity of harassment, bullying or discrimination, and promotes civility among people of all kinds.

Harassment, Bullying and/or Discrimination is Prohibited

Harassment, bullying and/or discrimination of any student by another student or employees is prohibited. Harassment, bullying and/or discrimination creates a hostile environment by conduct or by threats, intimidation or abuse - including cyberbullying - that either:

(1) has or would have the effect of unreasonably and substantially interfering with a student’s educational performance, opportunities or benefits, or mental, emotional and/or physical well-being, including conduct, threats, intimidation or abuse that reasonably causes or would reasonably be expected to cause emotional harm. Emotional harm in this context means creation of hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with a student’s education; or
(2) Reasonably causes or would reasonably be expected to cause physical injury to a student or to cause a student to fear for his or her physical safety.

Threats, intimidation or abuse includes verbal and non-verbal actions.

Cyberbullying shall mean any type of harassment, bullying and/or discrimination that transpires through any form of electronic communications, including but not limited to computers, cell phones, applications.

Harassment, bullying and/or discrimination includes conduct that occurs:

(1) On school property;
(2) At a school function;
(3) Off school property where such acts create or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property.

Responding to Harassment, Bullying and Discrimination

All Questar III staff members who have reasonable cause to suspect that a student has been subjected to harassment, bullying and/ or discrimination by an employee or student on school grounds, at a school function, or off school property where there is foreseeable risk of disruption within school, shall promptly report such matter to the school principal or another Questar III administrator. Any such reported matter will be investigated promptly in accordance with Questar III policies.

Nothing in this Code of Conduct shall be construed to prohibit denial of admission into or exclusion from a course of instruction based on a person’s gender that would be permissible under Education Law section 3201-a or section 2854(2) (a) and Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681, et seq.) or to prohibit, as discrimination based upon disability, actions that would be permissible under section 504 of the Rehabilitation Act of 1973.
Acts of harassment, bullying, and/or discrimination against students by students will be addressed in accordance with the progressive discipline policies set forth in this Code of Conduct and the Responses to Student Behaviors, set forth below. Responses will consider the age of the students; the nature and severity of the behavior(s); the developmental age of the student; previous disciplinary record of the student; and the impact of the actions on the targeted student. Responses shall be reasonably calculated to end the harassment, bullying and/or discrimination; prevent recurrence; and eliminate the hostile environment. Measures to correct the behavior may include: behavioral assessment or evaluation; establishment of behavioral management plans, where appropriate; student counseling; parent conferences; relevant learning; peer support groups; other supportive interventions.

Acts of harassment, bullying, and/or discrimination against students by a school employee will be addressed in accordance with Questar III employment policies and applicable law.

Retaliation against any individual who, in good faith, reports or assists the investigation of harassment, bullying and/or discrimination is prohibited.

Underlying this Code of Conduct is the philosophy that all members of the Questar III school community be provided a safe haven for learning and growing, a secure, orderly and nurturing environment in which to achieve their full potential. Instances of harassment or discrimination additionally may call for building-wide remediation and education.

Training for Staff Members and Dignity Act Coordinators

Questar III shall provide training for staff members to ensure effective implementation of school policy on promoting a safe and supportive school climate while discouraging harassment, bullying and/or discrimination of students by other students or staff members. Training may take place at faculty meetings, staff meetings, at the annual orientation day, during professional development days, on-line, among other venues and/or modalities.

Dignity Act coordinators shall be designated annually for each Questar III building or, when applicable, educational program. Coordinators shall be trained to appropriately consult staff and students and to provide an initial response to reports of harassment or discrimination. Training may take place at faculty meetings, staff meetings, at the annual orientation day, during professional development days, on-line, among other venues and/or modalities.

Reporting

Students are expected to report incidents of discrimination, harassment and bullying to a teacher, principal, or another staff member.

All Questar III staff members are required to report incidents of discrimination, harassment and bullying - whether directly observed or reported to them by others - to the appropriate building or program principal, or to the Dignity Act coordinator for the
building or educational program. All reports of discrimination, harassment and bullying shall be investigated through the Dignity Act coordinator, who shall seek assistance from the building or educational program principal, the Director of Human Resources, or the School Attorney as appropriate.

Material incidents of harassment or discrimination on school grounds or at school functions shall be reported to the NYS Department of Education as required by the Commissioner of Education.

**Search and Seizure**

Students may be assigned lockers or other areas in which to maintain their personal belongings. These areas are school properties and may be searched at any time.

School officials may search a student's personal property (including, but not limited to backpacks, jackets, pockets) only when there is reasonable suspicion to conduct the search. This standard is a lower standard than that required of law enforcement.

The reasonable suspicion standard requires that the search is justified at its inception and that the scope of the search, as actually conducted, is reasonably related to the circumstances that justified the search. A search is justified at its inception if the school officials have reasonable grounds to suspect that the search would produce evidence that the student had violated or was violating law or the Code of Conduct or other school rules. The scope of the search must be related to the objectives of the search and not excessively intrusive.
Student Right to Procedural Due Process, Generally

Students will be afforded procedural due process in all instances where student behavior in violation of this code of conduct may result in the imposition of a school response.

Generally, such due process shall include the following:

a. The student must be given notice verbally or in writing of the specific behavior in question and how it violates this code of conduct.

b. The student must be given the opportunity to appear informally before the person authorized to impose a school response to the alleged behavior in order to discuss the allegation. The student must be given an opportunity to address the allegation.

c. After consideration of all the facts, the person authorized to impose a school response to the alleged behavior shall determine whether a school response is in order. If so, the response shall be consistent with the range of responses prescribed for the inappropriate behavior in the code of conduct. In determining the school response, the following factors shall be taken into consideration: any mitigating or aggravating circumstances surrounding the behavior; the student's prior record of conduct; the student's age; the student's intent; and other information deemed pertinent.

Student Right to Procedural Due Process, Removal from the Classroom

A teacher may remove a student from the classroom for disciplinary and non-disciplinary reasons. Non-disciplinary removal would include a visit to the principal's office, guidance or counselor's office to discuss inappropriate behavior or a “time-out” in the hallway to enable a student to regain control or composure.

Disciplinary removal will constitute removal by a teacher from the classroom of a disruptive student as a response to a violation of the student code of conduct. A student removed from a classroom for disciplinary reasons shall be placed in an alternative classroom where educational programming shall be provided. A teacher may remove a disruptive student from his / her classroom for the remainder of the class period and up to one additional day. In the event a teacher wishes to remove a student from the classroom the student shall be afforded procedural due process as follows:

1. The teacher must inform the student that s/he is going to be removed from the classroom.
2. The teacher must specifically explain to the student why s/he is to be removed.
3. The teacher must give the student an opportunity to explain or respond.
4. The teacher may then decide to remove the student from the classroom.

A teacher may remove a student who poses a danger or ongoing threat of disruption from his / her classroom immediately. In the event of such removal, the following procedures must be followed within 24 hours of the removal:

1. The teacher must explain to the student why s/he was removed from the
2. The teacher must give the student the opportunity to provide an explanation of the incident(s) that led to the removal.

When a teacher removes a student from the classroom, the teacher must immediately notify the principal administrator of the school. The student must be sent to the principal’s office or an alternative work location designated for the purpose of receiving students who have been removed from class.

As soon as possible and no later than 24 hours after the removal, the principal must provide telephonic and written notification to the student’s home school district and the student’s parents or guardian of the removal and the circumstances that led to the removal. The notice must inform the parents of their right to request an informal meeting with the principal to discuss the reasons for the removal. Written notice must be by personal delivery, express mail or some other means to reasonably ensure parental notification within 24 hours. If requested by the parents, the informal meeting must be held within 48 hours of the removal. If the parents agree, the meeting may be held at another mutually convenient time. The principal may require the teacher who removed the student from the classroom to be present at the informal conference with the parents.

A principal or designee may overturn a teacher’s removal of a student from the classroom upon a finding that:

1. The charges against the student are not supported by substantial evidence;
2. The removal is in violation of the law or Questar III’s policies, regulations or procedures; or
3. The conduct warrants suspension from school pursuant to a superintendent’s hearing (Education Law Section 3214) and such suspension will be pursued.

Such determination may be made at any time from the principal’s receipt of the student removal form to the close of the business day following the 48-hour period for the informal conference.

A disruptive student removed from the classroom by a teacher shall be provided continued educational programming and activities until allowed back into the classroom.

Questar III shall prescribe forms upon which each teacher shall maintain a record of all cases of removal of a student from their classroom and upon which each principal shall maintain a record of each removal of a student from a classroom in the school for which s/he is responsible.

No teacher may remove a student with a disability from a classroom without first consulting with the principal or the chair of the committee on special education to ensure that such removal will not constitute a change in placement.

**Student Right to Procedural Due Process, Suspension from School**

A home school superintendent or a home school principal may suspend a student from
In the event of suspension of a student for a period not to exceed five days, the student shall be afforded procedural due process, as follows:

1. The student must be verbally notified.

2. If the student denies the allegations, s/he must be provided with an explanation of the rationale for the suspension.

3. As soon as possible and within 24 hours of the decision to propose suspension, the Questar III principal administrator must provide telephonic and written notification to the student’s home school district and parents or guardian of the proposed suspension and the circumstances that led to the decision. The notice must include the specific charges against the student and a description of the incident that led to the charges. It shall also provide notification of the parent’s / guardian’s right to request an informal meeting with the principal / superintendent to discuss the reasons for the suspension. Written notice must be by personal delivery, express mail or some other means to reasonably ensure parental notification within 24 hours.

4. If requested by the parents, the informal meeting must be held within 48 hours of the removal. If the parents agree, the meeting may be held at another mutually convenient time. The principal / superintendent may require the teacher who removed the student from the classroom to be present at the informal conference with the parents. The parents shall have the opportunity to ask questions of complaining witnesses at such informal conference subject to procedures established by the principal / superintendent.

5. The student shall not be suspended until after the informal conference unless the student poses a continuing danger to persons or property or an ongoing threat of disruption to the educational process. In such case, the notice and the informal conference shall take place as soon as is reasonably possible after the suspension is imposed.

6. After the conference, the parents will be provided with a written decision on the matter.

7. The parents may appeal such decision to the superintendent of schools within 5 business days.

8. The superintendent shall hear such appeal and issue a written decision regarding the matter.

9. If the parents are not satisfied with the decision of the superintendent, they may file an appeal with the board of education within 5 days of receipt of the superintendent’s decision. Only upon a final decision of the board of education may the parents appeal a decision to the Commissioner of Education.

In the event the school response to student behavior may result in suspension of the student for a period in excess of 5 school days, the student and his or her parents must be given an opportunity for a hearing on reasonable notice. The notice shall advise the
student of the behavior that gives rise to the proceeding. Parents may attend the hearing and the student has a right to be represented by an attorney, to testify on his or her own behalf, to present witnesses and evidence and to cross-examine witnesses against the student.

Notice of such charges and hearing shall be provided to the parents / guardians of the student by hand or by express mail or other means reasonably calculated to assure the parent receives the notice.

The Superintendent of Schools may preside at the hearing or designate a hearing officer who will render a recommendation to the Superintendent, which s/he is free to accept or reject in whole or in part. The decision of the Superintendent in such matters may be appealed to the Board of Education within 5 days in accordance with the rules and procedures established by the Board. The Board may accept or reject the superintendent’s decision in whole or in part. Only upon a final decision of the board of education may the parents appeal a decision to the Commissioner of Education.

### General Principles and Definitions

A disciplinary change in placement shall mean a suspension or removal from a student’s current educational placement that is either:

- for more than 10 consecutive school days; or

- for a period of 10 consecutive school days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because: (1) they cumulate to more than 10 school days in a school year; and (2) the length of each suspension or removal, the total amount of time the student is removed and the proximity of the suspensions or removals to one another, as well as other factors, create a pattern.

Placement in an interim alternative educational setting shall mean a temporary educational placement for a period of up to forty-five school days that is different from the student’s current placement at the time the behavior occurred. An interim alternative educational setting shall enable the student to continue to progress in the general curriculum and to continue to receive those special education services and modifications, including those described in the student’s current IEP that will enable the student to meet the goals set out in his or her IEP. At the same time, the interim alternative educational setting shall include services and modifications to address the behavior that precipitated such placement, which are designed to prevent the behavior from recurring.

The duration of any suspension or removal will not exceed the amount of time that a non-disabled student would be suspended or removed for the same behavior.

Removal shall mean a removal from the student’s current educational placement for disciplinary reasons other than a suspension, a removal to an interim alternative educational setting, or a change in placement due to a drugs or weapons violation or expedited proceeding because of dangerous situation.
For purposes of this section of the policy, rules and procedures, “student” refers to a student with a disability, unless otherwise noted.

When required by law and the terms of this policy, manifestation team determinations shall be conducted to review the relationship between the student’s disability and the behavior subject to disciplinary action to determine if the behavior at issue is a manifestation of the disability. Manifestation determinations shall be conducted according Federal and State laws and regulations. Where it is determined that the behavior is a manifestation of the disability, a disciplinary change in placement shall not be imposed, unless there is an appropriate placement in an interim alternative educational setting.

**Suspension or Removal for 5 Days or Less, Students with Disabilities**

**Authority to Suspend or Remove.** Each building principal has the authority to order a student to be placed into an appropriate interim alternative educational setting or another setting or to be suspended for a period not to exceed 5 consecutive school days.

**Procedures for Suspensions (5 days or less).** Where a principal has imposed a suspension, the student’s parents shall have the opportunity for an informal conference with the principal. At such conference, the parents may ask questions of complaining witnesses, and the principal will follow the Board’s policy and procedures for suspending non-disabled students for 5 days or less.

**Procedures for Removals.** A student may be removed for 5 days or less and such removal shall be conducted in accordance with the due process procedures applicable to such removals of non-disabled students.

**Suspensions or Removals for More than 5 Days, Students with Disabilities**

**Authority to Impose Suspension or Removal (more than 5 days).** A superintendent of schools, either directly or upon the recommendation of a hearing officer designated to conduct a §3214 hearing, may order the placement of a student with a disability into an interim alternative educational setting, another setting, or suspension for up to 10 consecutive school days without a manifestation determination conducted by the CSE. Any suspension for more than 5 consecutive school days will not be imposed unless a §3214 hearing has been conducted.

**Additional Suspensions or Removals.** The superintendent may order additional suspensions or removals of not more than 10 consecutive school days in the same school year for separate incidents of misconduct, so long as a disciplinary change in placement does not result.

**Procedures for §3214 Hearings (suspensions of more than 5 days).** For suspensions of more than 5 consecutive school days, a §3214 hearing will be conducted. Similar to §3214 hearings for non-disabled students, this hearing shall be bifurcated and conducted by the superintendent or a designated hearing officer, and the same notification procedures for parents shall apply.

In addition, the following procedures will be followed:

- As soon as notice is given to the student’s parents, the CSE will be requested to
compose the manifestation team which will make a manifestation determination. This request will be withdrawn if the student is found to be not guilty or if a suspension of more than 10 days is not considered.

If the student is found guilty, the superintendent/hearing officer will determine if a suspension or removal in excess of 10 consecutive school days (i.e., a disciplinary change in placement) should be considered.

a. If the superintendent/hearing officer determines that a suspension or removal in excess of 10 days should be considered, the §3214 hearing will be adjourned until the manifestation determination is completed by the manifestation team.

i. If the CSE determines that the student’s behavior was not a manifestation of his or her disability, such student may be disciplined in the same manner as a non-disabled student.

ii. If the CSE determines that the student’s behavior was a manifestation of his or her disability, the superintendent/hearing officer shall dismiss the §3214 hearing (except where the superintendent/hearing officer determines that the student should be placed in an interim alternative educational setting).

b. If it is determined that a suspension or removal in excess of 10 days should not be considered, the hearing shall proceed to the penalty phase, and referral to the CSE for a manifestation determination will be withdrawn.

The penalty phase of the hearing will follow the procedures for §3214 hearings for non-disabled students, including the admission of anecdotal evidence of past instances of misconduct.

Placement of Students with Disabilities in Interim Alternative Education Setting for Not More Than 45 School Days.

Weapons or Illegal Drugs/Controlled Substances. A superintendent may order the change in placement of a student with a disability to an appropriate interim alternative educational setting for up to 45 days, but not to exceed the period of suspension ordered pursuant to a §3214 hearing, where the student (1) has inflicted serious bodily injury, as defined in section 201.2(m) of this Part, upon another person while at school, on school premises or at a school function under the jurisdiction of Questar III, (2) carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of the Questar III; or (3) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises or at a school function under the jurisdiction of Questar III.

Upon a determination that a student is guilty of the alleged misconduct at the §3214 hearing, the superintendent or hearing officer may order a change in placement to an interim alternative educational setting for up to 45 school days. Such placement must be determined by the CSE and cannot exceed the length of time that a non-disabled student would be suspended for the same misconduct under the school district’s student discipline policy. The superintendent may order such change in placement, even where
the CSE determines that the student’s behavior is a manifestation of the student’s
disability.

Dangerous Conduct. An impartial hearing officer in an expedited due process hearing
may order a change in placement to an appropriate interim alternative educational setting
for not more than 45 school days, if the hearing officer: (1) determines that Questar III
has demonstrated by substantial evidence that the student’s current placement is
substantially likely to result in injury to the student or to others; (2) considers the
appropriateness of the student’s current placement; (3) considers whether Questar III has
made reasonable efforts to minimize the risk of harm in the student’s current placement,
including the use of supplementary aids and services; and (4) determines that the
proposed interim alternative educational setting meets requirements of 8 NYCRR
201.2(k). The impartial hearing officer may order such change in placement, even where
the CSE determines that the student’s behavior is a manifestation of the student’s
disability.

Expedited Due Process Hearings, Students with Disabilities

Expedited due process hearings shall be conducted by an impartial hearing officer under
the following circumstances: (1) Questar III requests one in order to place the student in
an interim alternative educational setting because Questar III feels that it is dangerous to
keep the student in his or her current educational setting in general or during the
pendency of a §3214 hearing; (2) the parent requests one to appeal a determination that
the student’s behavior was not a manifestation of his or her disability; or (3) the parent
requests one due to any decision related to the student’s placement.

Such expedited due process hearings shall follow the procedures required by law.

CSE Functional Behavioral Assessments and Behavioral Intervention Plans

No later than 10 business days after first suspending or removing a student with a
disability for more than 10 school days in a school year or imposing a suspension or
removal that constitutes a disciplinary change in placement, including a change in
placement to an interim alternative educational setting, the CSE shall meet to review,
develop and/or implement a functional behavioral assessment and behavioral
intervention plan in order to address the behavior that the student is being disciplined for.

Provision of Services during Suspensions, Students with Disabilities

Initial suspension or removal for up to 10 days: If a suspension or removal for up to 10
school days does not constitute a disciplinary change in placement, the following will
occur:

- Students of compulsory attendance age will be provided with alternative instruction
  on the same basis as non-disabled students.

- Students not of compulsory attendance age will be entitled to receive alternative
  instruction during such suspension or removal only to the extent that alternative
  instruction is provided to non-disabled students of the same age who have been
  similarly suspended or removed.
Subsequent suspensions or removals for up to 10 days: If subsequent suspensions or removals for periods of 10 consecutive school days or less, which in aggregate total more than 10 school days in a school year (but do not constitute a disciplinary change in placement), the following will occur:

· Students will be provided with alternative instruction and special education services necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student’s IEP; and

· The building principal or superintendent shall determine, in consultation with the student’s special education teacher, the extent to which services are necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student’s IEP.

Disciplinary Change in Placement: During any period of suspension for more than 10 consecutive school days, and/or during any other disciplinary change in placement, the following will occur:

· The student will be provided with alternative instruction and special education services necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student’s IEP; and

· The CSE shall determine the extent to which services are necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student’s IEP.

Placement in interim alternative educational setting: If the student has been placed in an interim alternative educational setting for up to 45 school days because he or she has engaged in conduct that involves a weapon or illegal drugs/controlled substances, the CSE will determine the services to be provided.

If the student has been placed in an interim alternative educational setting for up to 45 school days because an impartial hearing officer has determined in an expedited due process hearing that the student presents a threat of dangerous conduct, the impartial hearing officer will determine the services to be provided after reviewing a proposed setting determined by school personnel and the student’s special education teacher. Such setting will:

· Enable the student to continue to progress in the general curriculum, although in another setting, and to continue to receive those modifications, including those described in the student’s current IEP, that will enable the child to meet the goals set out in that IEP; and

· Include services and modifications to address the behavior that is subject to disciplinary action, which are designed to prevent the behavior from recurring.
Adult students enrolled in a career and technical education program are expected to comply with the expectations for performance set forth in this Code of Conduct. Adult students also are expected to comply with the standards for behavior set forth in Student Guidelines applicable to the adult educational program, including but not limited to expectations for attendance, academic achievement, and standards of ethical practice and conduct. Failure to comply with the Code of Conduct and/or Student Guidelines may subject the adult student to the following:

Failure to comply with behavior expectations set forth in this Code of Conduct and/or Student Guidelines: Student may be removed from class, suspended for a period of time, or removed from the program. Any student removed from the program for failure to meet behavior expectations set forth in this Code of Conduct and/or Student Guidelines may appeal such decision within two school days to the Assistant Superintendent. The Assistant Superintendent may designate a staff member to hear the appeal, collect evidence relating to the appeal, and make a written recommendation of findings and determination to the Assistant Superintendent. The Assistant Superintendent’s decision shall be final.

Failure to meet attendance and/or academic requirements: Students who fail to meet attendance and/or academic requirements of the educational program in which they are enrolled will be removed from the program after review of the student records by a panel composed of the building principal, the student’s teacher, and the staff member responsible for the program or guidance counselor. The panel’s decision shall be final.

STUDENT CODE OF CONDUCT

CATEGORY I

STUDENT BEHAVIOR

Category I behavior is activity on the part of the student, which impedes orderly classroom procedures or interferes with the orderly operation of the school and shall include the following:

- Behavior which interferes with the educational program and normal operation of the school community.
- Inappropriate language, gestures or symbols (obscene, profane, vulgar, abusive).
- Violation of the dress code.
- Tardiness to school or class.
- Leaving class without permission.
- Excessive or offensive public displays of affection.
- Inappropriate use of the school computer network or failure to follow the Acceptable Use Policy.
- Insubordination or disrespect, including the failure to follow the reasonable and lawful directions of school personnel.
- Taking or possessing medications without appropriate medical authorization provided to Questar III nursing staff.
- Behavior which interferes with a student’s educational program and/or therapeutic well-being through the inappropriate or excessive ingestion of “energy” drinks,
“power” drinks, or muscle-enhancing drinks.

**SCHOOL RESPONSE**

Category One behavior will usually be addressed by an individual staff member but may, at times, require the intervention of other school support personnel.

There will be immediate intervention by the staff member who is supervising the student or who observes the behavior.

Repeated behavior requires a parent / teacher conference; conference with the counselor and or administrators.

The staff member will maintain a proper and accurate written record of student actions and school response.

The range of possible school responses includes:

- A warning.
- Staff will discuss behavior with student.
- Written behavioral agreement.
- Parent / guardian contact.
- Verbal or written referral to principal, assistant principal, guidance counselor or social worker.
- Removal from classroom for the remainder of the class period, to another location with continued educational programming and activities when practicable. Prior to the student’s return to the classroom the principal, in consultation with the teacher, shall determine whether the parent shall be contacted and what additional steps should be taken to successfully re-integrate the student into the classroom.
- Verbal reprimand.
- Reduction in classroom privileges.
- Restorative Practices, where appropriate.
Behavior, overt or otherwise, whose frequency or seriousness tends to disrupt the learning climate of the school shall include:

- Repeated incidents of Category I prohibited behavior.
- Abusive or hateful language, gestures or symbols involving the use of slurs regarding ethnicity, disability, religion, race, sexual orientation or physical condition of another.
- Any form of sexual harassment.
- Leaving school and/or school grounds without permission.
- Use or possession of obscene or offensive materials.
- The possession, smoking or other use of any tobacco or nicotine product (including but not limited to cigarettes, cigars, electric cigarettes, vaporizers, chewing tobacco) or accessories for e-cigarettes or vaporizers at any time of day on school property including all school grounds, facilities, vehicles or property or at any school sponsored activity.
- Possession or use of matches, lighters or any incendiary device.
- Inappropriate use of the school computer network or failure to follow the Acceptable Use Policy resulting in more serious harm to students, Questar III resources, or the Questar III Network.
- Unauthorized driving or riding to or from school premises, facilities or property.
- Violation of school parking or driving regulations.
- Unauthorized retail activities or bartering.
- Use of radios, headphones, multi-media devices (e.g. videos, audio recorders, telecommunication devices, iPods, MP3 players, handheld games, PSPs) beeper, cell phone or other disruptive device or equipment unless used for instructional and educational purposes under the direction of a teacher or other employee of Questar III or a school district or unless used at a time and place designated by the building administrator for allowed use of such devices or equipment.
- Possession, use or flying of any drone or radio-controlled device on or over school grounds except as may be authorized in advance by the District Superintendent.
- Possession of a knife or blade that is other than a dangerous weapon (see Category III, below).

**SCHOOL RESPONSE**

The school response to Category II prohibited behavior shall include one or more of the following:

A teacher may initiate a meeting with the student and his / her guidance counselor to discuss the situation. Teachers must notify the building administrator and the student’s parent / guardian.

The building administrator may initiate an investigation of the allegation and confer with
staff on the appropriate school response, which shall be based upon, among other relevant factors, a threat assessment (see the BOCES Wide School Safety Plan, Policy 7-100).

The building administrator may meet with the student and confer with his / her parent / guardian about the student’s conduct and resulting school response.

The building administrator will maintain a proper and accurate written record of student behaviors and school response.

The range of possible school responses includes:

- Written behavioral agreement.
- Parent conference.
- Written referral to guidance counselor and/or school social worker and/or school psychologist.
- Reduction of school privileges (e.g. driving).
- Reduction of classroom privileges.
- Referral to administration.
- Home school contact.
- Restorative practices, where appropriate.
- In school suspension.
- Out of school suspension.
- Removal from work-based learning internship site

- A teacher may remove a “disruptive student” from the classroom, for a period not to exceed one day, to another location with continued educational programming and activities when practicable. Prior to the student’s return to the classroom the principal, in consultation with the teacher, shall determine whether the parent shall be contacted, whether suspension is warranted, and what additional steps should be taken to successfully re-integrate the student into the classroom.

- In any instance where a knife, blade, matches, lighter, incendiary device, e-cigarette, vaporizer or other prohibited item is obtained from a student, the administrator shall either turn the object over to law enforcement, if called, or maintain the object in the office until the parent or guardian takes possession of it. Law enforcement shall include municipal, county, state and federal agencies or divisions.

### CATEGORY III

#### STUDENT BEHAVIOR

Category III behavior is demonstrated when a student shows no sign of modifying prohibited behavior after having been requested to do so by school personnel. Such behavior also includes that which constitutes academic dishonesty and misconduct or poses a direct threat to the emotional and physical well being of others, or is in violation of the law. Category III prohibited behavior includes:

- Chronic incidents of Category I behavior and/or repeated or chronic incidents of category II behavior.
- Exposure of the private parts of the human body.
• Illegal gambling in or on school premises or property.
• Selling, using, possessing, or sharing obscene materials.
• Making false or misleading statements about another individual or group of individuals.
• Discrimination or harassment based upon race, sex, religion, national origin, disability, sexual orientation or physical condition.
• Hazing, including intentional or reckless acts directed against another for the purpose of obtaining or maintaining membership on a team or in a club, activity or organization sponsored by Questar III.
• Lying to school personnel during an inquiry or investigation.
• Forgery.
• Academic dishonesty and misconduct, including plagiarism, cheating and alteration of academic records.
• Use or attempted use of physical force on another person.
• Stealing, larceny or petty theft.
• Trespassing (entering or remaining on school property without authorization, license or invitation).
• Possession and/or transfer of firearms or dangerous weapons in or on school premises, facilities, vehicles or property. Dangerous weapons include any rifle, shotgun, pistol, revolver, other firearm, dangerous chemicals, explosives, any object capable of firing a projectile, the frame or receiver of any weapon, firearm muffler or silencer, any explosive device, blade in excess of 2 and ½ inches, or any other instrument capable of inflicting bodily harm.
• Possession of what appears to be a weapon.
• Speeding or reckless driving on school premises or property.
• Vandalism or destruction of private or public property.
• Sale, attempted sale, or gift of legal prescription medications to another.
• Use (including but not limited to inhalation, smoking, ingesting, “vaping”), possession, sale, attempted sale or attending school under the influence of illegal drugs, alcohol, any synthetic cannabinoid, any unauthorized controlled substances, or any other substance used to intoxicant.
• Possession of “pepper spray” or other repellant.
• Possession, sale or attempted sale of substances represented to be illegal drugs, alcohol or other controlled substances.
• Possession of pipes or paraphernalia associated with controlled substances.
• Assault or battery.
• Violent behavior of any kind or the threat of such behavior.
• Harassment, intimidation, bullying in any form, threats or threatening language.
• Cyber bullying of another student or staff member, including but not limited to threats, regardless of the location or site where communication is initiated.
• “Sexting” or any lewd or obscene electronic transmission, whether initiated or received at a Questar III facility or elsewhere.
• Electronic transmission to another student or staff member of violent images, whether initiated or received at a Questar III facility or elsewhere.
• Threats or perceived threats of harm to the school or students including but not limited to verbal threats, written threats, electronically transmitted threats (including but not limited to depictions of weapons) whether initiated or received at a Questar III facility or elsewhere.
• Any intentional and unauthorized physical or electronic contact with another to
intimidate or cause physical or emotional harm.

- Creating false emergency alarms.
- Failing to comply with emergency directions or procedures.
- Endangering the health, safety or welfare of another.
- Use of social media applications in a disruptive manner (for example, yikyak; whisper; kick).
- Failing to comply with behavior requirements of the student’s work-based learning internship site.
- Recording, broadcasting, sharing or distributing photographs, videos or other recordings of students or staff using Questar III technology or personal devices without permission of individual(s) being recorded or photographed (for example, Facebook Live, Snap Chat).

Category III behavior also includes students who are “repeatedly substantially disruptive of the educational process,” those who “substantially interfere with a teacher’s authority over the classroom,” those who substantially interfere with staff authority or those who have committed acts of violence.

**SCHOOL RESPONSE**

The school response to Category III prohibited behavior shall include one or more of the following:

The building administrator will investigate the allegations and consult with staff as to the appropriate consequences if the allegations are supported by substantial and credible evidence. The school response shall be based upon, among other relevant factors, a threat assessment (see the BOCES-Wide School Safety Plan, Policy 7-100).

The building administrator will meet with the student and confer with the parent / guardian about the student’s conduct and the resulting school response.

The building administrator will maintain a proper and accurate written record of student behavior and school response.

Unless otherwise provided by law, the range of possible school responses may include:

- In-school suspension.
- Out of school suspension.
- Conference with home school principal.
- Mediation.
- Restitution.
- Loss of privileges.
- Conference with staff member.
- Superintendent’s hearing.
- Parent conference.
- Restorative practices, where appropriate.
- Law enforcement notification. Law enforcement shall include municipal, county, state and federal agencies or divisions.
- Criminal charges.
- Confiscation of contraband.
- Removal from work-based learning internship site.
- Recommend Persons in Need of Supervision (PINS) Diversion.
- A teacher may remove a “disruptive student” from the
classroom for a period not to exceed one day to another location with continued educational programming and activities when practicable. Prior to the student's return to the classroom the principal, in consultation with the teacher, shall determine whether the parent shall be contacted, whether suspension is warranted, and what additional steps should be taken to successfully reintegrate the student into the classroom.

- **Minimum Periods of Out of School Suspension:** Act(s) of violence – minimum 5 days out of school suspension
- Weapons on school property - minimum one-year out of school suspension (subject to superintendents hearing and determination by home school district).
- Development of a written school safety plan, when appropriate, describing student's expectations upon return from out of school suspension.

- In any instance where a firearm, dangerous weapon, or any prohibited object is obtained from a student, the administrator shall either turn such object over to law enforcement, if called, or maintain the object in the office until the parent or guardian takes possession of it.
- Recommend resources regarding substance use/abuse.
- Recommend resources regarding mental health services.
- Expulsion.
The primary purpose of Questar III is to provide an optimal environment for learning and education. Integral to that purpose is the maintenance of an environment that establishes a model of civility and respect in the interactions of individuals and serves as a constructive model for our students. Any action by an individual or group that is inconsistent with this purpose or is aimed at disrupting, interfering with, or delaying the educational process, or any action having such effect, is hereby declared to be in violation of Board policy.

Additionally, the Board also has a responsibility to protect school property. Questar III shall take any and all legal action to prevent the damage or destruction of District property. In addition, Questar III will also seek restitution from, and prosecution of, any person or persons who willfully damage school property.

It is not the intent of this policy to limit or inhibit freedom of speech or freedom to assemble peaceably. Free inquiry and free expression are indispensable to the objectives of a school district and is a fundamental feature of our national life. The sole purpose of this policy, and of such rules and regulations as may be required to implement it, is to prevent abuse or inhibition of the rights of others and to maintain the educational enterprise and public order on school premises and property.

These rules govern the conduct of students, faculty and other staff, licensees, invitees, and all other persons upon property of Questar III, and any other premises or property under the control of Questar III and used in its teaching programs and activities, and in its administrative, cultural, recreational, athletic, and other programs and activities.

Any use of the buildings and grounds under the control of Questar III must be preceded by notification of the following information: location of fire exits; form of notification of the need to exit (e.g., alarm, announcement etc.); reminder of the need to exit in a calm and orderly manner and prohibition on parking of motor vehicles in designated fire lanes or spaces for the disabled.

Individuals on or entering Questar III school grounds or buildings may be under electronic video surveillance.

**PROHIBITED BEHAVIOR**

No person, acting either alone or in concert with others, shall:

1. Intentionally cause physical injury to any other person or threaten to do so.

2. Physically restrain or detain any other person, nor remove such person from any place where she/he is authorized to remain;

3. Intentionally damage or destroy property of Questar III or property under its jurisdiction, or the property of an administrator, teacher or other officer or employee of Questar III or remove or use such property without authorization;
4. Enter into the school building or premises or any private office of an administrative officer, member of the faculty, or staff member without permission;

5. Enter and remain in any school building, facility or premises for any purpose other than authorized uses or in a manner obstructing its authorized use by others;

6. Remain in any school building, facility or premises after it is normally closed, without authorization by Questar III;

7. Fail or refuse to leave any school building, facility or premises after being requested to do so by an authorized administrative officer, member of the faculty, or staff member;

8. Fail to comply with written or verbal direction to sign a visitor’s log, be issued a visitor’s pass, or to fail to conform with any other security measures upon entry to any school building, facility or premises.

9. Obstruct the free movement of persons or vehicles in any school building, facility or premises;

10. Disrupt or prevent the peaceful and orderly conduct of classes, lectures, and meetings, or deliberately interfere with the freedom of any person to express her/his views, including invited speakers in any school building, facility or premises;

11. Possess any rifle, shotgun, pistol, revolver, or other firearm, knife or blade, weapon or a device intended for use as a weapon, in any school building, facility or premises, without the express written authorization of the Superintendent of Schools;

12. Possession and/or transfer of dangerous chemicals, explosives, any object capable of firing a projectile, any explosive device, “pepper spray” or repellant.

13. Possession of what appears to be a weapon.

14. Incite others to engage in or commit any prohibited conduct with specific intent to procure them to do so;

15. Engage in smoking, use any tobacco product, electronic cigarettes (“e-cigarettes,” “vaping”) overtly display any tobacco product, or sell any tobacco product on school property including all school grounds, facilities, vehicles or property or at any school sponsored activity.

16. Use, consume, sell, distribute, under the influence of, or offer for sale alcoholic beverages;

17. Possess, use, consume, sell, distribute or offer for sale, distribution, use or consumption illegal drugs or controlled substances without written authorization of a physician, or under the influence of illegal drugs or controlled substances;
18. Use, possess, wear or in any way depict or demonstrate obscene materials or engage in or present obscene conduct or behavior. The term "obscene" refers to verbal, written, graphic, pictorial, and other means of presenting materials, when such materials violate generally accepted social and community standards. Obscene material appeals to prurient interest, is utterly without redeeming social importance, goes beyond customary limits of candor in description or representation, is characterized by patent offensiveness and is pornographic, indecent, vulgar and salacious;

19. Park a motor vehicle in any fire lane or other no parking zone or park in any parking space designated for use by the disabled without a valid permit visibly displayed on or in the vehicle.

20. Use or display inappropriate language, gestures or symbols (obscene, profane, vulgar, abusive).

21. Engage in excessive or offensive public displays of affection.

22. Use or display abusive or hateful language involving the use of slurs regarding ethnicity, disability, religion, race, sexual orientation, perceived sexual orientation or physical condition of another.

23. Engage in any form of sexual harassment or any harassment prohibited by this policy (see "Discrimination and Harassment Prohibited").

24. Engage in discrimination as prohibited by this policy (see "Discrimination and Harassment Prohibited").

25. Otherwise engage in any behavior which interferes with the educational program.

**PENALTIES AND PROCEDURES**

A person who shall violate any of the provisions of these rules shall be subject to the following penalties and procedures:

**If a visitor (member of the public, licensee)** her/his authorization to remain upon the grounds or other property shall be withdrawn and she/he shall be directed to leave the premises. In the event of failure to do so, she/he shall be subject to removal from the premises by law enforcement officials.

**If a trespasser** (one without authorization or invitation) she/he shall be subject to removal from the premises by law enforcement officials.

**If a student** she/he shall be subject to disciplinary action as the facts of the case may warrant. This may include suspension, probation, loss of privileges, reprimand, or warning, as prescribed by Section 3214 of the Education Law of the State of New York and the policies, rules and regulations of Questar III. She/he shall also be subject to removal from the premises.
If a tenured faculty member, she/he shall be subject to ejection, warning, reprimand, suspension, or other disciplinary action or combination of such actions, as prescribed by and in accordance with Section 3020-a of the Education Law.

If a staff member in the classified service of the civil service, she/he shall be subject to the penalties and procedures prescribed in Section 75 of the Civil Service Law, where applicable, or such other penalties allowed by law or negotiated by the parties and be subject to ejection.

If an officer or administrator, she/he shall be subject to ejection, warning, reprimand, suspension, other disciplinary action or a combination of such actions as provided by law, an individual employment agreement or an applicable collective bargaining agreement.

If a staff member other than those described above, she/he shall be subject to dismissal, suspension without pay, or censure, and be subject to ejection.

### Enforcement Program

The District Superintendent shall be responsible for enforcement of these rules, and she/he shall designate the other personnel who are authorized to take action in accordance with such rules when required or appropriate to carry them into effect.

In the case of any apparent violation of these rules by such persons, which, in the judgment of the Superintendent or her/his designee, does not pose any immediate threat of injury to person or property, such school official may make reasonable effort to learn the cause of the conduct in question and to persuade those engaged therein to desist and to resort to permissible methods for the resolution of any issues that may be presented. In doing so such school official shall warn such persons of the consequences of persistence in the prohibited conduct, including their ejection from any District properties where their continued presence and conduct is in violation of these rules.

- In any case where violation of these rules does not cease after such warning, and in other cases of willful violation of such rules, the Superintendent or her/his designee shall cause the removal of the violator from any premises which she/he occupies in such violation or, if appropriate, make recourse to law enforcement authorities, or both. Law enforcement shall include municipal, county, state and federal agencies or divisions.

The Superintendent or her/his designee may apply to the public authorities for any aid that she/he deems necessary in causing the ejection of any violator of these rules and she/he deems necessary in causing the ejection of any violator of these rules, and she/he may request the school attorney to apply to any court of proper jurisdiction for an injunction to restrain the violation or threatened violation of these rules.

### RESPONSIBILITIES OF THE SCHOOL COMMUNITY

#### Board of Education and Superintendent of Schools

The District Superintendent and Board of Cooperative Educational Services shall provide full support to the administration and staff charged with the responsibility for implementing
and administering this Code of Conduct. Administration of this Code of Conduct shall at all times, be consistent with the policies of Questar III and the laws of the State of New York and the United States of America.

**Administrator and Faculty**

Administrators and faculty shall:

- Provide information about this code of conduct and associated procedures to parents, students, home school districts and the community.
- Support and enforce this code of conduct and implement prescribed procedures and school responses in a reasonable, fair and consistent manner.
- Protect and uphold the rights of students, parents, faculty, and community in all matters related to student behavior.
- Promptly notify parents of student behavior that is inconsistent with this code of conduct.
- Seek educational approaches to addressing student conduct issues in an effort to promote positive and constructive behavior that enhances learning, citizenship and mutual respect in the Questar III community.
- Periodically review and evaluate this code of conduct as it relates to community and school goals.

**All Questar III Staff Members**

All Questar III staff members shall wear Questar III identification badges at all times while in Questar III instructional facilities. Questar III shall provide all staff members with a Questar III identification badge at no charge.
Parent(s) / Guardian(s)

The support of parents and guardians of students is critical to encouraging and achieving positive behavior by students in the school environment. Parents and guardians are asked to take this responsibility seriously and to fulfill it as follows:

- Be aware and supportive of the student code of conduct and the rights and responsibilities of students and their families.
- Discuss the student code of conduct with students and reinforce the importance of compliance as a way to enrich the educational and social experiences of all students.
- Be an active participant in the efforts of Questar III administrators, faculty and students to resolve student behavior issues.
- Participate in efforts to evaluate the effectiveness of this code of conduct and make suggestions for improvements.
- Monitor student attendance at school, ensuring that it is regular and punctual and that all absences are properly excused as required by New York State Law.
- Accept their financial responsibility for texts, tools, locks or any other Questar III equipment assigned to the student.

Student(s)

Each student of Questar III shall:

- Achieve an understanding of the student code of conduct and associated procedures.
- Comply with the code of conduct at all times.
- Seek help from teachers and school administrators in resolving questions about the requirements of the code of conduct or to discuss issues that might lead to behavior problems.
- Accept responsibility for personal behavior at all times.
- Assist teachers and administrators in maintaining the school environment as a safe haven for learning by reporting any behavior that may disrupt learning or threaten the safety of the school community.
GUIDELINES FOR DISTRIBUTION OF AND EDUCATION ABOUT THE CODE OF CONDUCT

To ensure school community awareness of this Code of Conduct, the District Superintendent shall direct appropriate staff members to:

- Provide plain language copies to all students at a general assembly at the beginning of each school year and to new students upon enrollment.
- Post a copy on the Questar III website.
- Mail a plain language summary of the code to all persons in parental relation at the beginning of the school year.
- Provide each teacher and staff person with a copy of the code and a copy of any amendments as soon as practicable following enactment.
- New teachers must be provided with a copy upon employment.
- Community awareness steps include the making a copy of the code available upon request.
- Advise students at a general assembly at the beginning of each school year and to new students after enrollment of the expectations for their behavior as set forth in the Code of Conduct.

PROVISIONS FOR ANNUAL REVIEW AND REVISION OF THE CODE OF CONDUCT

A Questar III Code of Conduct and School Safety Committee shall be established by the District Superintendent to conduct an annual review and make recommendations concerning this code of conduct.

The recommendations of the building level safety teams will be submitted to the Committee for its consideration. The Committee will make recommendations to the District Superintendent prior to June 1 of each year.

The recommendations will be reviewed, and the Superintendent will determine whether to make a recommendation to the Board of Education concerning the student code of conduct.

A copy of the recommendations will be maintained on file with the Clerk of the Board and shall be available for review by any interested individual(s).

ADOPTED: 07/10/08
REVISED: 07/09/09
REVISED: 07/08/10
REVISED: 07/07/11
REVISED: 06/14/12
REVISED: 06/13/13
RE-ADOPTED: 07/10/14
RE-ADOPTED: 07/23/15
REVISED: 07/07/16
REVISED: 07/13/17
REVISED: 06/06/18
REVISED: 07/11/19
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### TVHS 2019-2020 Budget Development

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# EMPLOYEE FRINGE BENEFITS
FISCAL YEAR 2018-2019

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**TOTALS**

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Remove Montross, Jeff (School Monitor)
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|          | $ -         | $ -       | $ -       | $ -       | $ -         |

$8,910.04 $ - $39,080.39 $1,248.00 $ 229.14 $ 859.26 $ -
Compensation Plan for Employees Not Affiliated with a Bargaining Unit

The Questar III Policy on Staff Recruitment and Retention reads as follows:

As a learning organization, Questar III is dedicated to recruiting, hiring, and retaining employees who are not only well qualified for their positions but are committed to being lifelong learners, who desire to become experts within their fields and who understand the mission and goals of Questar III. Questar III strives to create a work environment that fosters performance and organizational health.

Consistent with this policy, there is a desire to promulgate a compensation plan for non-represented employees that would consider agency goals, the fiscal condition of the agency and its component school districts; recruitment and retention prospects and market conditions for the various positions included in this plan.

This plan maintains necessary and appropriate flexibility while providing guidance concerning salary decisions. It provides for equity and fairness in the compensation of our employees.

Salaries of Questar III non-represented employees are determined annually, consistent with salary ranges adopted by the Questar III Board.

This plan provides for performance-based compensation that incorporates the use of a salary grade-level structure similar to other public agencies.

The critical elements are: base salary, cost of living adjustments, performance-based compensation within the grade, bonus compensation based on exceptional performance and promotional increases.

**Base Salary**

Base salary is the rate of compensation provided in the approved schedule beginning with a hiring rate and culminating in a job rate for a position.

Base salary schedules establish ranges beginning with a hiring rate and a job rate (the top level pay for the position on the schedule) for each salary grade.

The proposed position grade levels and respective ranges are provided in Appendix A. This is not a traditional "step" schedule.

Position grade level ranges for each non-represented title have been established as indicated. Titles have been assigned grade levels based upon authority, responsibilities and qualifications / expertise required for the position.
Hiring rates for all positions are subject to review and approval by the director of human resources prior to an offer of employment being made on behalf of Questar III. Such rates and offers of employment are further subject to approval of and recommendation by the district superintendent to the Questar III Board (per Board policy 5-120) for adoption.

A new employee may be recommended for a starting salary beyond the hiring rate based upon relevant work experience and other factors as determined by the supervising administrator, director of human resources and the district superintendent. Examples of other factors influencing starting salary could be length of relevant work experience, specialized training / education qualifications and difficulty or ease of recruiting and retaining qualified, eligible candidates for the position.

Except for some of those positions classified as Supervisors of Non-Instructional Personnel (SNIP) and M/C Administrative Assistant, most of the titles within the non-represented employee group are considered exempt from the Fair Labor Standards Act and are therefore not eligible for overtime. Those that are eligible for overtime payment are identified as such and treated accordingly.

The deputy superintendent position is not included in the schedule. The salary for this position will be set at the sole discretion of the board upon recommendation of the district superintendent.

The district superintendent and deputy superintendent compensation amounts are established pursuant to an individual employment agreement with the Board.

**Salary Increases**

Within the ranges provided in the salary schedule, cost of living and merit (performance) increases will be considered based upon the following:

- a) Satisfactory performance as indicated by the employee evaluation,
- b) Supervisor recommendation and
- c) Approval of the district superintendent in the form of a recommendation to the Board for a change in salary.

The director of human resources will compile performance evaluation data and identify those employees eligible for cost of living adjustments, merit increases or both.

**Bonuses for Exceptional Performance**

Bonuses may be awarded to recognize and reward exceptional performance for those employees rated highly effective.

Exceptional performance is an extraordinary and significant contribution(s) to the agency, its students, and clients. It may include the assumption of significant additional responsibilities that are otherwise uncompensated.

A bonus would take the form of a single payment. The district superintendent shall submit written justifications for such payments.
The amount of such bonus shall not exceed $2,000 per year for any single employee.

Under no circumstance shall bonuses be paid to probationary employees or those with less than satisfactory reviews.

**Promotional Increases**

A promotional increase is one where the employee is being recommended for a new salary based upon a move to a higher-level position within the agency or progress on an approved career ladder.

The amount of a promotional increase is based upon the hiring rate of the new position, considering relevant work experience and other factors as determined by the supervising administrator, director of human resources and the district superintendent. Examples of other factors influencing a promotional increase could be length of relevant work experience, specialized training / education qualifications and difficulty or ease of recruiting and retaining qualified, eligible candidates for the position.

Career Ladders approved by the Board currently exist with the following services:

- State Aid Planning and Financial Services
- Internal Audit Service
- GASB 75 Valuation Service
- School Improvement Data Analyst Service
- Human Resources
- State Aid Planning STAC Service
- Health and Safety Services
- Communications Services
- Fire Systems Maintenance Service

**Employees near, at or above job rates**

Every attempt has been made to consider current staff salaries when establishing salary grade ranges. However, over the course of time, because of the longevity of some staff or other reasons (such as being hired at a salary that was at the top of the range), there may be employees who are near, at or above the job rate for the position they hold.

Employees in this category shall be ‘grandfathered’ into the salary plan and any increase in salary will be based upon cost of living factors or supervisor recommendations tied to performance and retention.

When a “grandfathered” position becomes vacant it will be reassessed and assigned a position grade level consistent with applicable criteria.
Performance Review

The Questar III developed performance review is consistent with agency values, the Leading Edge, professional development objectives, and mutually agreed upon goals between supervisors and employees linked to their scorecard. The performance review tool is in a narrative format that addresses several areas: commitment to Questar mission, vision, and core values; professional and technical skills; initiative and adaptability; as well as developmental and professional goals. It encourages a developmental approach with dialogue and feedback concerning employee performance.

Salary Range Review and Grade Level Updates

The salary plan provided herein shall be reviewed at least every two years to ensure continuing alignment with agency needs, economic or market conditions and recruitment / retention needs.

The human resources department will undertake this review and make recommendations to the district superintendent who shall determine whether to make recommendations to the Board for any adjustments. The scope of this review shall include: salary data of component school districts, other BOCES in the region and relevant market data regarding positions that are similar in nature.

The Board reserves the right to adjust this plan or any part thereof at its sole discretion based upon a recommendation from the district superintendent.

Other Considerations

Employees that are hired after January 1 of a school year are not eligible for salary adjustment until the following school year commencing in the following calendar year.

All employees will receive an annual notice of their total compensation that will include salary and all benefit costs paid by Questar III, such as health and dental insurance, pension, and any other fringe benefits.

New positions created in this class will be assigned a position grade level with applicable salary ranges upon creation.
### Appendix A

#### Salary Ranges

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<th>Grade Level</th>
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<th>Salary Maximum Current Job Rate Effective 9-13-18</th>
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- Salary maximum would be ~30% above minimum, effective 9-13-2018 there was 3% increase on maximum job rate.
- There is a ~10% spread between each grade.
## Current Positions with Assigned Grade Level

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Appendix B

Summary of Employee Benefits for Non-Represented Staff

- Health insurance - 3 plans offered: Blue Shield PPO, MVP EPO or CDPHP EPO (EPO plans do not have Rx) Available as Family, 2 Person or Individual coverage, Employee contributions to health insurance are tiered based upon salary level. (see table below)

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<th>Annual Salary</th>
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<td>Up to $50,000</td>
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<td>$50,000 - $70,000</td>
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<td>$70,000 or more</td>
<td>10%</td>
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</table>

- Health insurance buyout – Family / 2 Person Plan - $1,250, Individual - $500

- Dental insurance – Individual plan no employee cost, Family dental option where employee pays difference between individual and family plans. Dental Plan design changes per Summary Plan Description beginning 7/1/18.

- Leave benefits as outlined under Board Policy # 5-120

- Beginning 7/1/2018, staff daily rate will be calculated on a 1/240 basis

- Retiree health insurance as outlined under Board policy # 5-116

- Short Term and Long-Term Disability at no employee cost

- Voluntary enrollment in Flexible Spending Plans, Medical reimbursement (cap of $2,650) and Dependent care reimbursement (cap of $5,000), with a $500 carryover provision (as described in plan document)

- Optional enrollment in tax-sheltered annuities (403b)

- Tuition reimbursement per policy

- Voluntary participation in NYS Deferred Compensation

The plan was last reviewed thoroughly in September 2018

Adopted: 10-10-13
Revised: 11-14-13
Revised: 03-14-14
Revised: 06-12-14
Revised: 07-10-14
Revised: 01-08-15
Revised: 09-10-15
Revised: 12-10-15
Revised: 08-30-16
Revised: 12-21-16
Revised: 01-12-17
Revised: 02-21-17
Revised: 09-14-17
Revised: 11-15-17