AGENDA

Thursday, August 15, 2019

Regular Board Meeting held in the QIII Boardroom
Regular Board Meeting .............................................. August 15, 2019
Location................................................................. Boardroom
Time.......................................................................... 6:00 P.M.

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. EXECUTIVE SESSION (if necessary)

III. 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 Reorganization and Regular Meetings of the Board of
Cooperative Educational Services held on July 11, 2019.

IV. INTERNAL AUDIT FUNCTIONS
A. Report from Audit Committee
B. Internal Audit Activities – Update

V. 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

VI. RECOGNITION OF VISITORS

VII. 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.
VIII. COMMUNICATIONS

- September 12, 2019: Our next board meeting starting at 6:00 PM
- October 24-26, 2019: NYSSBA – 100th Annual Convention – Rochester, NY

IX. PERSONNEL

A. TENURE RECOMMENDATION(S)

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

1. Name: Karen Brockley  
   Tenure Area: Administrative, Principal – Special Education  
   Effective: 09/21/19
2. Name: Barbara Petrus (Gintof)  
   Tenure Area: Teaching Assistant  
   Effective: 09/28/19
3. Name: Patricia Hinman  
   Tenure Area: Teaching Assistant  
   Effective: 10/26/19

B. 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. Certified Staff  
   a. Name: Arlene De Siena  
      Position: 1.0 FTE School Improvement Sr. Specialist ELA  
      Date began: 11/28/11  
      Effective: 08/30/19

C. 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: Melissa Hess  
      Position: 1.0 FTE School Social Worker  
      Date Began: 10/11/16  
      Effective: 07/26/19

2. Classified Staff  
   a. Name: Thomas Hubbard  
      Position: 1.0 FTE Substitute Courier  
      Date Began: 08/13/18  
      Effective: 08/02/19
D. LEAVE OF ABSENCE REQUEST(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 leave of absence request of the following employee(s) as noted:

1. **Certified Staff**
   a. Name: **Rachel Deeb**
      Position: 1.0 FTE Speech Language Pathologist
      Effective: 9/1/19 – 6/30/20
      Reason: To further education
   b. Name: **Nicole Ross**
      Position: .9063 FTE Continuing Education Teacher
      Effective: 9/1/19 – 6/30/20
      Reason: Family matter

E. 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. **Classified Staff**
   a. Name: **Meghan Tice – CHANGE IN TITLE**
      Position: 1.0 FTE Communications Specialist I
      Status: Permanent
      Effective: 07/01/19
   b. Name: **Kristin LaPlante – CHANGE IN TITLE**
      Position: 1.0 FTE Communications Specialist I
      Status: Permanent
      Effective: 07/01/19
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) to a four year probationary term, commencing on the effective date noted, provided that, except to the extent required by law, in order to be granted tenure, s/he shall have received composite or overall annual professional performance review ratings pursuant to Education Law §3012-c or §3012-d of either effective or highly effective in at least 3 of the 4 preceding years, and if s/he receives an ineffective composite or overall rating in the final year of the probationary period, s/he shall not be eligible for tenure at that time. 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

   a. Name: Edward O'Grady  
      Position: 1.0 FTE Heavy Equipment Operations & Maintenance Teacher  
      Tenure Area: Trade Subjects – Vehicle Mechanical Repair  
      Status: 4 Year Probationary Period  
      Certification: To be certified  
      Effective: 09/01/19  
      Salary: $56,443.00

   b. Name: Courtney Lapp  
      Position: 1.0 FTE Consultant Teacher  
      Tenure Area: General Special Education  
      Status: 4 Year Probationary Period  
      Certification: Early ChEd B-2, ChEd 1-6, SWD B-2, SWD 1-6, SWD 7-12  
      Effective: 09/01/19  
      Salary: $54,278.00

   c. Name: Joseph Zink  
      Position: 1.0 FTE Automotive Services Teacher  
      Tenure Area: Trade Subjects – Auto Services  
      Status: 4 Year Probationary Period  
      Certification: To be certified  
      Effective: 09/03/19  
      Salary: $51,473.00

   d. Name: Tara Tolan  
      Position: 1.0 FTE Academy for Educational Careers Teacher  
      Tenure Area: Trade Subjects – CTE – Academy for Educational Careers  
      Status: 3 Year Probationary Period (previously tenured)  
      Certification: English 7-12  
      Effective: 09/03/19  
      Salary: $63,711.00
PERSONNEL (cont’d)

G. 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: Kelsey Powderly
   Position: .80 FTE Teacher – New Visions STEM
   Tenure Area: N/A Temporary Substitute
   Status: Temporary Sub (pending certification)
   Certification: To be certified
   Effective: 09/03/19 – 06/30/20
   Salary: $51,473.00

2. Certified Staff - PROBATIONARY

a. Name: Kelly Rider
   Position: 1.0 FTE Teaching Assistant
   Tenure Area: Teaching Assistant
   Status: 4 Year Probationary Period
   Certification: Teaching Assistant – Level I
   Effective: 09/04/18
   Salary: $20,401.00

b. Name: Rachel Pulenskey
   Position: 1.0 FTE Teaching Assistant
   Tenure Area: Teaching Assistant
   Status: 4 Year Probationary Period
   Certification: Teaching Assistant – Level I
   Effective: 09/10/18
   Salary: $20,401.00

c. Name: Angela Sousa
   Position: 1.0 FTE Teaching Assistant
   Tenure Area: Teaching Assistant
   Status: 4 Year Probationary Period
   Certification: Teaching Assistant – Level I
   Effective: 10/03/18
   Salary: $20,401.00

d. Name: Lynne Connally
   Position: 1.0 FTE Teaching Assistant
   Tenure Area: Teaching Assistant
   Status: 4 Year Probationary Period
   Certification: Teaching Assistant – Level I
   Effective: 12/17/18
   Salary: $21,747.00
PERSONNEL
Certified Staff - PROBATIONARY APPOINTMENTS (cont’d)

e. Name: Rebecca Riggins  
   Position: 1.0 FTE Teaching Assistant  
   Tenure Area: Teaching Assistant  
   Status: 4 Year Probationary Period  
   Certification: Teaching Assistant – Level I  
   Effective: 01/07/19  
   Salary: $19,759.00

f. Name: Kellie Clark  
   Position: 1.0 FTE Teaching Assistant  
   Tenure Area: Teaching Assistant  
   Status: 4 Year Probationary Period  
   Certification: Teaching Assistant – Level I  
   Effective: 01/07/19  
   Salary: $20,401.00

g. Name: Kristine Weinheimer  
   Position: 1.0 FTE RBERN Specialist  
   Tenure Area: ISS - ESOL  
   Status: 4 Year Probationary Period  
   Certification: ESOL  
   Effective: 08/05/19  
   Salary: $72,000.00 prorated

h. Name: Elizabeth Power  
   Position: .40 FTE School Psychologist  
   Tenure Area: N/A – Part Time  
   Status: Part-Time  
   Certification: School Psychologist  
   Effective: 09/03/19 – 06/30/20  
   Salary: $56,443.00 prorated

3. Classified Staff

a. Name: Benjamin Schwarz  
   Position: 1.0 FTE Warehouse Assistant  
   Status: Labor  
   Effective: 08/01/19  
   Salary: $35,111.00 prorated
PERSONNEL (cont’d)

H. PROBATIONARY CIVIL SERVICE APPOINTMENT

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: Therese Plano
   Position: 1.0 FTE Assistant Actuary
   Status: Probationary
   Effective: 07/23/19

I. 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>Certified Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Name</strong></td>
</tr>
<tr>
<td>Alyssa</td>
</tr>
<tr>
<td>Karen</td>
</tr>
</tbody>
</table>

J. 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. Lynn MacDonald, District Treasurer
   Stipend, 07/01/19 – 06/30/20  $8,445.00/stipend
2. Daralene Jewell, SSN Specialist
   Per Diem, 07/01/19 – 06/30/20  $560.00/day
3. David Sicko, SSN Specialist
   Per Diem, 07/01/19 – 06/30/20  $560.00/day
4. John Oates, SSN Specialist
   Per Diem, 07/01/19 – 06/30/20  $560.00/day
5. L. Jeffrey Baltes, SSN Specialist
   Per Diem, 07/01/19 – 06/30/20  $560.00/day
6. David Sicko, Principal Coach
   Hourly, 07/01/19 – 06/30/20  $50.00/hr.
7. Frank Nizer, Senior Specialist
   Hourly, 07/01/19 – 06/30/20  $70.00/hr.
8. John Crear, Audit Manager
   Hourly, 07/01/19 – 06/30/20  $60.00/hr.
9. Kelly Demura, Clerk
   Hourly, 07/01/19 – 06/30/20  $19.89/hr.
10. **Stephen Goals**, Senior Specialist
   Hourly, 07/01/19 – 06/30/20
   $70.00/hr.

11. **William Lyons**, Specialist
    Hourly, 07/01/19 – 06/30/20
    $70.00/hr.

12. **Debra Markell**, Clerk
    Hourly, 07/01/19 – 06/30/20
    $16.26/hr.

13. **Douglas Kelley**, APPR Independent Evaluator
    Per Diem, 07/01/19 – 06/30/20
    $400.00/day

14. **Jason Defrias**, STEM Research Fellow
    Stipend, 07/08/19 – 08/23/19
    $10,000.00/stipend

15. **Matthew Duff**, STEM Research Fellow
    Stipend, 07/08/19 – 08/23/19
    $10,000.00/stipend

16. **Micaela Ethier**, STEM Research Fellow
    Stipend, 07/08/19 – 08/23/19
    $10,000.00/stipend

17. **Valerie Gordon**, STEM Research Fellow
    Stipend, 07/08/19 – 08/23/19
    $10,000.00/stipend

18. **Brian McDonnell**, STEM Research Fellow
    Stipend, 07/08/19 – 08/23/19
    $10,000.00/stipend

19. **Michael McGillicuddy**, STEM Research Fellow
    Stipend, 07/08/19 – 08/23/19
    $10,000.00/stipend

20. **Terrance Miller**, STEM Research Fellow
    Stipend, 07/08/19 – 08/23/19
    $10,000.00/stipend

21. **Nate Porter**, STEM Research Fellow
    Stipend, 07/08/19 – 08/23/19
    $10,000.00/stipend

22. **Karyn Rees**, STEM Research Fellow
    Stipend, 07/08/19 – 08/23/19
    $10,000.00/stipend

23. **Dawn Wetmore**, STEM Research Fellow
    Stipend, 07/08/19 – 08/23/19
    $10,000.00/stipend

24. **Samuel Ziebel**, STEM Research Fellow
    Stipend, 07/08/19 – 08/23/19
    $10,000.00/stipend

25. **Caitlin Colwell**, STEM Research Fellow
    Stipend, 07/08/19 – 08/23/19
    $10,000.00/stipend

26. **Heather Bradt**, Online Learning Specialist
    Per agreement, 07/01/19 – 06/30/20
    $350.00/per agrmnt.

27. **Gabrielle White**, Online Learning Specialist
    Per agreement, 07/01/19 – 06/30/20
    $350.00/per agrmnt.

28. **Barbara Byrne**, Science School Improvement Specialist
    Per Diem, 08/19/19 – 06/30/20
    $400.00/day
X. BUSINESS / FINANCE

A. BID AWARD(S)
RESOLUTION: BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, awards the following bid(s) as indicated:

<table>
<thead>
<tr>
<th>Item Bid</th>
<th>Vendor Description</th>
<th>Bid Amount</th>
<th>Participating School Districts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation for Various Career Tech Programs and New Visions Programs</td>
<td>Awarded by bus run and by vendor per attached results. (see attached)</td>
<td>(see attached)</td>
<td>Questar III</td>
</tr>
</tbody>
</table>

B. LEASE AGREEMENT: ARTS CENTER OF THE CAPITAL REGION & 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 Arts Center of the Capital Region for classroom and associated space located at 265 River Street, Troy, New York for purposes of housing Questar III's the new visions career and technical education and special education programs as follows:

Term: July 1, 2019 – June 30, 2020

Total rented space: Room Nos. 201, 206, 209 and associated studio space and space for special events

Annual Rent: $16,275

Ancillary Charges: $10,505

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.
BUSINESS/FINANCE (cont’d)

C. ANNUAL CLASSROOM LEASES WITH COMPONENT SCHOOL DISTRICTS & 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 the following annual classroom leases with a term of September 1, 2019 through June 30, 2020 for classroom and associated space for purposes of housing Questar III’s special education and pre-kindergarten programs:

<table>
<thead>
<tr>
<th>District</th>
<th>Rented Space</th>
<th>Annual Rent</th>
<th>Ancillary Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Berlin CSD – Pre-K</td>
<td>Rooms 107 and 108</td>
<td>$7,000</td>
<td>$4,500</td>
</tr>
<tr>
<td>Hudson City SD – Pre-K</td>
<td>Room S106</td>
<td>$7,000</td>
<td>$4,500</td>
</tr>
<tr>
<td>Kinderhook CSD – SPED/Pre-K</td>
<td>Rooms 109 and 220</td>
<td>$14,000</td>
<td>$9,000</td>
</tr>
<tr>
<td>Rensselaer City SD – SPED</td>
<td>Room H111</td>
<td>$7,000</td>
<td>$4,500</td>
</tr>
</tbody>
</table>

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.

D. LEASE AGREEMENT: CAIRO-DURHAM CENTRAL SCHOOL DISTRICT & QUESTAR III

RESOLUTION: Whereas, the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, at its regular meeting on July 11, 2019, approved entering into a lease with the Cairo-Durham Central School District for certain classroom and associated space; and Whereas, the District has requested additional time for constructing CTE shop space as required by the lease; Now Therefore,

BE IT RESOLVED, that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, re-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: Not to exceed $28,000

Ancillary Charges: Not to exceed $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.
BUSINESS / FINANCE (cont’d)

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. **Perkins V Transition Year – 2019-20**
   - July 1, 2019 – June 30, 2020
   - $257,238.00

2. **Targeted Prekindergarten Program**
   - July 1, 2019 – June 30, 2020
   - $349,557.00

F. 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. **CGEC ProStart** – Peter Desmond

XI. OTHER

A. QUESTAR III PARTICIPATION IN A STATEWIDE CONSORTIUM THROUGH ERIE I BOCES – With Additional Programs

RESOLUTION: WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for 3rd L Corp, A+ Educators, Accelerate Learning, Achieve3000, American Reading Company, Amplify, Answer Pad, Bird Brain, Bridges Transitions, Carnegie Learning, Certica, Charmtech Labs, Chester Technical Services, ClassLink, Code Monkey, Curriculum Associates, Curriculum Technology, Dreambox, eDoctina, Edgenuity, Edmentum, Educational Vistas, eSpark, Explore Learning, FastBridge Learning, Freckle, Frontline Technologies, Gale, Houghton Mifflin, iDesign, Imagine Learning, Interactive Media, iSafe, iStation, iXL, Kinderlab Robotics, Learning Ally, Learning.com, Learning Sciences International, Learning Without Tears, Legends of Learning, Lego Education, Lexia Learning, LinkIt, Mad Learn, Maker’s Empire, McGraw-Hill, Mind Research Institute, Microsoft, Modular Robotics, Naviance, Nearpod, Newsela, NWEA, Oneder, Pearson Digital Learning, Renaissance Learning, Right Reason Technologies, Rosetta Stone, Rubicon West, Inc., Scientific Learning, Sensavis, Service Infinity, Suntex, Taylor & Associates Communications, Tech 4 Learning, Tequipment, Thimble, TurnIt In, Waterford, zSpace Fresh Grade, Portfolium, Core Four, Music First, Code Z – JZA training, Buncee, 3D Bear, Nearpod, Codesters, Eduporium, Pasco, Math Space, BK Interactive, SkyOp, Type To Learn, Typing Pal Online, Vidcode and,

WHEREAS, The Questar III BOCES is desirous of participating with other BOCES Districts in New York State in joint agreements for the software/learning packages and licensing mentioned above as authorized by General Municipal Law, Section 119-0, and,

BE IT RESOLVED, That the Questar III Board of Education authorizes Erie 1 BOCES to represent it in all matters leading up to and entering into a contract for the purchase of and licensing of the above-mentioned software/learning packages, and,
BE IT FURTHER RESOLVED, That the Questar III Board of Education agrees to assume its equitable share of the costs associated with Erie 1 BOCES negotiating the Agreements, and,

BE IT FURTHER RESOLVED, That the Questar III Board of Education agrees (1) to abide by majority decisions of the participating BOCES on quality standards; (2) Erie 1 BOCES will negotiate contracts according to the majority recommendations; (3) that after contract agreement, it will conduct all purchasing arrangements directly with the vendor.

XII. BOARD BUSINESS / REPORTS / DISCUSSION

XIII. EXECUTIVE OFFICER’S REPORT

XIV. EXECUTIVE SESSION (if necessary)

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

QUESTAR III REORGANIZATION MEETING MINUTES

MEETING
Date: July 11, 2019
Location: Questar III – Board Room
Presiding: Dr. Gladys I. Cruz, District Superintendent

Members Present
Edmund Brooks, Member
Lynn Clum, Member
Mary Daly, Member
Joseph Garland, Member
Nadine Gazzola, Member
Jennifer Haggerty, Member
John Hill, Member
Mark Mann, Member
Mary Marro-Giroux, Member
Marilyn Noonan, Vice President
Frank Zwack, Member

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

CALL TO ORDER
AND PLEDGE
District Superintendent Dr. Gladys I. Cruz called the meeting to order at 6:57 p.m. and led the audience in the pledge of allegiance.

REORGANIZATION FOR 2019-20
Nominations from the Floor for the Office of President of the Board

NOMINATION OF
PRESIDENT
1 – Mr. Garland 2 – Mr. Zwack  Motion Carried (11 – Yes)
John C. Hill was nominated for President of the Board of Cooperative Education Services, Rensselaer-Columbia-Greene Counties, for the ensuing year ending June 30, 2020.

Nominations were moved closed and unanimously carried.

ELECTION OF
PRESIDENT
1 – Mr. Garland 2 – Mr. Zwack  Motion Carried (11 – Yes)
John C. Hill was elected President of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties for the ensuing year ending June 30, 2020.
BOARD PRESIDENT  
PRESIDING  
Mr. John C. Hill now presided over the meeting.

NOMINATION OF  
VICE PRESIDENT  
1 – Mr. Brooks   2 – Ms. Gazzola  Motion Carried (11 – Yes)  
Marilyn Noonan was 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 unanimously carried.

ELECTION OF  
VICE PRESIDENT  
1 – Mr. Brooks   2 – Mr. Gazzola  Motion Carried (11 – Yes)  
Marilyn Noonan was elected Vice President of the Board of Cooperative  
Educational Services, Rensselaer-Columbia-Greene Counties for the ensuing  
year ending June 30, 2020.

------------------------------------- BY CONSENT -------------------------------------  
1 – Mr. Garland   2 – Mr. Zwack  Motions Carried (11 – Yes)

MISCELLANEOUS RESOLUTIONS

AUTHORIZATION FOR BOARD  
MEMBERS TO ATTEND  
CONFERENCES AND  
RECEIVE REIMBURSEMENT  
FOR APPROVED EXPENSES  
ASSOCIATED WITH PERFORMANCE  
OF BOARD DUTIES  
It was approved that members of the Board of Cooperative Educational Services shall attend conferences and shall be reimbursed for attendance at such conferences and for all others expenses associated with the discharge of duties at Board expense within budgetary allotments and subject to General Municipal Law 77-b.

AUTHORIZATION OF EXECUTIVE  
OFFICER AND STAFF TO ATTEND  
CONFERENCES AND RECEIVE  
REIMBURSEMENT FOR APPROVED  
EXPENSES ASSOCIATED WITH  
PERFORMANCE OF DUTIES  
It was approved 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.

APPOINTMENT OF DISTRICT  
CLERK, AND DEPUTY  
DISTRICT CLERK  
Ms. Robin Emanatian was appointed to the position of District Clerk of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, and Ms. Susan DiDonato was 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.
Ms. Lynn MacDonald was appointed to the position of District Treasurer of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, and Ms. Tamara Holmes was 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.

Ms. Julie Best was appointed to the position of Purchasing Manager of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, and Mr. Jeremy Pestana was appointed to the position of Deputy Purchasing Manager of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, and Mr. Richard Diaz was appointed to the position of Internal Claims Auditor of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, and Mr. Bryce Ebert was 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.

The Internal Audit Department of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties was appointed to the position of Internal Auditors 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.
BONDING OF TREASURER, DEPUTY TREASURER, EXTRA-CLASSROOM TREASURER, EXTRA-CLASSROOM DEPUTY TREASURER, INTERNAL CLAIMS AUDITOR & DEPUTY INTERNAL CLAIMS AUDITOR

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 Extra-classroom 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 Extra-classroom 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

APPOINTMENT OF EXTRA CLASSROOM ACTIVITY FUND FACULTY AUDITOR AND CHIEF FACULTY COUNSELORS

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approved 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
<table>
<thead>
<tr>
<th>Appointment</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>APPOINTMENT OF INDEPENDENT AUDITOR</strong></td>
<td><strong>Cusack and Company</strong> was 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.</td>
</tr>
<tr>
<td><strong>APPOINTMENT OF SCHOOL PHYSICIAN</strong></td>
<td><strong>Dr. Jeffrey Arp-Sandel</strong> was 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.</td>
</tr>
<tr>
<td><strong>APPOINTMENT OF ATTORNEYS</strong></td>
<td><strong>Whiteman, Osterman and Hanna</strong> was 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.</td>
</tr>
<tr>
<td><strong>APPOINTMENT OF ASBESTOS (LEA) DESIGNEE</strong></td>
<td><strong>Mr. Craig Hansen</strong> was appointed as Asbestos (LEA) Designee 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.</td>
</tr>
<tr>
<td><strong>APPOINTMENT OF TITLE IX COMPLIANCE OFFICER</strong></td>
<td><strong>Mr. Michael Buono</strong> was appointed as Title IX Compliance Officer 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.</td>
</tr>
<tr>
<td><strong>APPOINTMENT OF 504 COMPLIANCE OFFICER</strong></td>
<td><strong>Ms. Shauna Maynard</strong> was appointed as 504 Compliance Officer for the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, for the ensuing year ending June 30, 2019 or until a successor is chosen.</td>
</tr>
<tr>
<td><strong>APPOINTMENT OF MEDICAID COMPLIANCE OFFICER</strong></td>
<td><strong>Ms. Shauna Maynard</strong> was appointed as Medicaid Compliance Officer 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.</td>
</tr>
</tbody>
</table>
Ms. Cyndi Herron was appointed 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.

In accordance with Education Law, §3038, Ms. Jane Govola was appointed 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.

Mr. Craig Hansen was appointed as Chief Emergency Officer 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.

Ms. Susan DiDonato was 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 was 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.

Ms. Carol McAdams was appointed to the position of Central Treasurer for the Extraclassroom Activity Fund of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, and Ms. Tamara Holmes was 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.
Deputy Superintendent, Mr. Harry Hadjioannou was 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.

The following administrators were 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
- Suzanne Paulson - Catskill Academy

It was approved 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.

It was approved that, in accordance with the Board Accounting Policy that the following five (5) 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 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 Stomieroski
- Administrative Office, Rensselaer-Columbia-Greene Petty Cash Fund: Barbara Boudreau
- George Washington Academy Petty Cash Fund: Danielle Remillard
- Catskill Academy Petty Cash Fund: Gwen Thorpe
- Sackett Educational Center Petty Cash Fund: Melissa Mandel

Each fund will be managed and administered in compliance with policies, rules and regulations of the Board of Cooperative Educational Services of Rensselaer-Columbia-Greene Counties and the laws, rules and regulations of the State of New York.
AUTHORIZED OF DISTRICT TREASURER
TO SIGN CHECKS

It was approved that the District Treasurer 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.

AUTHORIZED OF DEPUTY TREASURER
TO SIGN CHECKS IN ABSENCE OF TREASURER

It was approved 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.

AUTHORIZED FOR USE OF CHECK SIGNING MACHINE

It was approved that pursuant to Section 1720 of the Education Law, checks may be signed with the facsimile signature of the Treasurer, as reproduced by a machine or device commonly known as a check signer or electronic check signature.

AUTHORIZED FOR BUDGET TRANSFERS

It was approved that pursuant to Commissioner’s Regulation 170.2, the District Superintendent or his designee shall be authorized to approve budget transfers of the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties.

DESIGNATION OF DEPOSITORY

It was approved 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 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
DESIGNATION OF
OFFICIAL NEWSPAPER

It was approved 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.

DESIGNATION OF REGULAR
MONTHLY MEETINGS AND
THE REORGANIZATION
MEETING

It was approved that the second Thursday of each month, September through July, be 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:

<table>
<thead>
<tr>
<th>Date</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 15, 2019</td>
<td>February 6, 2020</td>
</tr>
<tr>
<td>September 12, 2019</td>
<td>March 12, 2020</td>
</tr>
<tr>
<td>October 10, 2019</td>
<td>April 9, 2020 (if necessary)</td>
</tr>
<tr>
<td>Wednesday, November 13, 2019</td>
<td>May 14, 2020</td>
</tr>
<tr>
<td>December 12, 2019</td>
<td>Wednesday, June 3, 2020</td>
</tr>
<tr>
<td>January 16, 2020</td>
<td>July 9, 2020</td>
</tr>
</tbody>
</table>

DESIGNATION OF
ANNUAL MEETING
AND BUDGET VOTE

It was approved 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.

AUTHORIZATION TO
SIGN CONTRACT,
AGREEMENTS AND
LICENSES

It was approved 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 or the Commissioner of Education: 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.

AUTHORIZATION TO
PARTICIPATE IN THE
BOCES EDUCATIONAL
CONSORTIUM

It was approved that the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties authorizes the payment of annual membership dues for the BOCES Educational Consortium.
It was approved that Questar III, 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.

<table>
<thead>
<tr>
<th>Title</th>
<th>Standard Work Day (hours/day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEHAVIOR SPECIALIST</td>
<td>6</td>
</tr>
<tr>
<td>CRISIS INTERVENTION WORKER</td>
<td>6</td>
</tr>
<tr>
<td>JOB COACH</td>
<td>6</td>
</tr>
<tr>
<td>LICENSED PRACTICAL NURSE</td>
<td>6</td>
</tr>
<tr>
<td>OCCUPATIONAL THERAPIST</td>
<td>6</td>
</tr>
<tr>
<td>OCCUPATIONAL THERAPIST ASSISTANT</td>
<td>6</td>
</tr>
<tr>
<td>PHYSICAL THERAPIST</td>
<td>6</td>
</tr>
<tr>
<td>PHYSICAL THERAPIST ASSISTANT</td>
<td>6</td>
</tr>
<tr>
<td>TEACHER AIDE</td>
<td>6</td>
</tr>
<tr>
<td>ACCOUNT CLERK</td>
<td>8</td>
</tr>
<tr>
<td>ACCOUNTANT</td>
<td>8</td>
</tr>
<tr>
<td>ADMINISTRATIVE ASSISTANT</td>
<td>8</td>
</tr>
<tr>
<td>ASSISTANT ACTUARY</td>
<td>8</td>
</tr>
<tr>
<td>AUDIT MANAGER</td>
<td>8</td>
</tr>
<tr>
<td>BILINGUAL ADMINISTRATIVE ASSISTIST</td>
<td>8</td>
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<tr>
<td>BUDGET ANALYST</td>
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</tr>
<tr>
<td>BUILDING MAINTENANCE MECHANIC</td>
<td>8</td>
</tr>
<tr>
<td>BUSINESS OFFICE MANAGER/ CONTROLLER</td>
<td>8</td>
</tr>
<tr>
<td>BUSINESS OFFICE TECHNICIAN</td>
<td>8</td>
</tr>
<tr>
<td>CAREER DEVELOPMENT FACILITATOR</td>
<td>8</td>
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<tr>
<td>CAREER DEVELOPMENT SPECIALIST</td>
<td>8</td>
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<tr>
<td>CBO &amp; FIXED ASSET TECHNICIAN</td>
<td>8</td>
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<tr>
<td>CERTIFICATION SPECIALIST</td>
<td>8</td>
</tr>
<tr>
<td>CHIEF INFORMATION OFFICER</td>
<td>8</td>
</tr>
<tr>
<td>CLEANER</td>
<td>8</td>
</tr>
<tr>
<td>CLERK</td>
<td>8</td>
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<tr>
<td>CLERK OF THE BOARD</td>
<td>8</td>
</tr>
<tr>
<td>COMPUTER OPERATOR</td>
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<tr>
<td>CONSTRUCTION TECHNICIAN</td>
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</tr>
<tr>
<td>COORDINATOR DISTANCE &amp; ONLINE LEARNING</td>
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</tr>
<tr>
<td>COORDINATOR OF COMMUNICATIONS</td>
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<tr>
<td>COURIER</td>
<td>8</td>
</tr>
<tr>
<td>CUSTOMER SERVICE REPRESENTATIVE</td>
<td>8</td>
</tr>
<tr>
<td>DATA COORDINATOR / ANALYST</td>
<td>8</td>
</tr>
<tr>
<td>DIRECTOR CBO &amp; FINANCIAL SERVICES</td>
<td>8</td>
</tr>
<tr>
<td>DIRECTOR HEALTH &amp; SAFETY / O&amp;M</td>
<td>8</td>
</tr>
<tr>
<td>DIRECTOR HUMAN RESOURCES</td>
<td>8</td>
</tr>
<tr>
<td>DIRECTOR OF COMMUNICATION SERVICES</td>
<td>8</td>
</tr>
<tr>
<td>DIRECTOR OF STRATEGIC INITIATIVES</td>
<td>8</td>
</tr>
<tr>
<td>DIRECTOR OF TECHNOLOGY</td>
<td>8</td>
</tr>
<tr>
<td>DISTANCE LEARNING SPECIALIST</td>
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<tr>
<td>DISTRICT SERVICES SPECIALIST</td>
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</tr>
<tr>
<td>ENVIRONMENTAL ENGINEER</td>
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<tr>
<td>FIRE SYSTEMS CREW LEADER</td>
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<tr>
<td>FIRE SYSTEMS LABORER</td>
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<tr>
<td>FIRE SYSTEMS MECHANIC</td>
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<tr>
<td>FIRE SYSTEMS SERVICE SPECIALIST</td>
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<tr>
<td>GRAPHIC ARTS DESIGNER</td>
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<tr>
<td>HEAD MAINTENANCE WORKER</td>
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<tr>
<td>HEALTH &amp; SAFETY OPERATIONS MANAGER</td>
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<tr>
<td>HEALTH &amp; SAFETY SPECIALIST</td>
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<tr>
<td>HEALTH &amp; SAFETY TECHNICIAN</td>
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<tr>
<td>HEALTH &amp; SAFETY TECHNICIST - WATER OPERATOR</td>
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<tr>
<td>HUMAN RESOURCES MANAGER</td>
<td>8</td>
</tr>
<tr>
<td>HUMAN RESOURCES RECRUITER</td>
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</tr>
<tr>
<td>HUMAN RESOURCES SENIOR SPECIALIST</td>
<td>8</td>
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<tr>
<td>INTERNAL CLAIMS AUDITOR</td>
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</tr>
<tr>
<td>INVENTORY CLERK</td>
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</tr>
<tr>
<td>IT MANAGER</td>
<td>8</td>
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<tr>
<td>IT PROJECT MANAGER</td>
<td>8</td>
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<tr>
<td>IT SUPPORT MANAGER</td>
<td>8</td>
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<tr>
<td>LABORER</td>
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<tr>
<td>MAINTENANCE WORKER</td>
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<tr>
<td>NETWORK SYSTEMS ENGINE</td>
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<tr>
<td>PAYROLL CLERK</td>
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<tr>
<td>PROGRAM SUPPORT SPECIALIST</td>
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<tr>
<td>PUBLIC INFORMATION SPECIALIST</td>
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</tr>
<tr>
<td>PUBLIC INFORMATION TECHNICIST</td>
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<tr>
<td>PURCHASING AGENT</td>
<td>8</td>
</tr>
<tr>
<td>PURCHASING ASSISTANT</td>
<td>8</td>
</tr>
<tr>
<td>RECORDS MANAGEMENT TECHNICIAN</td>
<td>8</td>
</tr>
<tr>
<td>SAP OPERATION MGR &amp; STAC ASSISTANT</td>
<td>8</td>
</tr>
<tr>
<td>SCHOOL ATTORNEY</td>
<td>8</td>
</tr>
<tr>
<td>SCHOOL HEALTH &amp; SAFETY COORDINATOR</td>
<td>8</td>
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<tr>
<td>SCHOOL HEALTH &amp; SAFETY OFFICER</td>
<td>8</td>
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<tr>
<td>SCHOOL PHYSICIAN</td>
<td>8</td>
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<tr>
<td>SECRETARY TO THE DISTRICT SUPERINTENDENT</td>
<td>8</td>
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<tr>
<td>SENIOR ACCOUNT CLERK</td>
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<tr>
<td>SENIOR CBO &amp; FIXED ASSET TECHNICIAN</td>
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<td>SENIOR CLERK</td>
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<tr>
<td>SENIOR COMMUNICATIONS SPECIALIST</td>
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<td>SENIOR FIRE SYSTEMS MECHANIC</td>
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<tr>
<td>STATE AID ANALYST</td>
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<tr>
<td>STATE AID OPERATIONS MANAGER</td>
<td>8</td>
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<tr>
<td>STATE AID PLANNING ASST SPECIALIST</td>
<td>8</td>
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<tr>
<td>SUB COURIER</td>
<td>8</td>
</tr>
<tr>
<td>SUBFINDER AND TEXTBOOK ASSISTANT</td>
<td>8</td>
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<tr>
<td>TEXTBOOKS PROGRAM ASSISTANT</td>
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<tr>
<td>TEXTBOOKS PROGRAM COORDINATOR</td>
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<tr>
<td>TREASURER</td>
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<tr>
<td>UNION CATALOG LIBRARIAN</td>
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<tr>
<td>WAREHOUSE SUPERVISOR</td>
<td>8</td>
</tr>
<tr>
<td>WEB SITE MANAGER</td>
<td>8</td>
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<tr>
<td>WORK READINESS COORDINATOR</td>
<td>8</td>
</tr>
</tbody>
</table>
It was approved 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

--------------------------- END OF CONSENT ---------------------------

ADJOURNMENT OF REORGANIZATION MEETING

1 – Ms. Gazzola  
2 – Ms. Clum  
Motion Carried (11 – Yes)

The Reorganization meeting was adjourned at 7:05 pm.

Respectfully Submitted By:

________________________________________
Mike Buono, Acting Board Clerk
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SOLE SUPERVISORY DISTRICT
RENSSELAER-COLUMBIA-GREENE COUNTIES

QUESTAR III REGULAR MEETING MINUTES

Meeting  Date:  July 11, 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
Jennifer Haggerty, Member
John C. Hill, President
Mark Mann, Member
Mary Marro-Giroux, Member
Marilyn Noonan, Vice President (joined via videoconference)
Frank Zwack, Member

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

CALL TO ORDER & PLEDGE
At 7:08 p.m.

ADMINISTRATION OF OATHS OF OFFICE
Oaths of office were administered to:
  John C. Hill, President
  Marilyn Noonan, Vice President
  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)

EXECUTIVE SESSION
1 – Ms. Gazzola  2 – Ms. Clum  Motion Carried (11 – Yes)
The Board of Cooperative Education Services entered into executive session at 7:15 p.m.
for the purpose of discussing employment history.

RETURN TO REGULAR SESSION
1 – Ms. Daly  2 – Ms. Gazzola  Motion Carried (11 – Yes)
The Board of Cooperative Education Services returned to regular session at 7:21 p.m.
APPROVAL OF MINUTES
1 – Ms. Clum  2 – Ms. Daly  Motion Carried (11 – 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 June 5, 2019.

TREASURER’S REPORT
1 – Mr. Zwack  2 – Ms. Clum  Motion Carried (11 – Yes)
The Board of Cooperative Educational Services Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, accepted the Treasurer’s Report dated May 2019.

EXTRA CLASSROOM ACTIVITY FUND REPORT
1 – Ms. Noonan  2 – Ms. Marro-Giroux  Motion Carried (11 – 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 May 2019.

AUDIT COMMITTEE REPORT(S)
Mr. Brooks briefly reviewed the Audit Committee minutes of the last meeting.

INTERNAL CLAIMS AUDITING REPORT
1 – Mr. Garland  2 – Ms. Gazzola  Motion Carried (11 – 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 May 15, 2019 to June 14, 2019.

RECOGNITION OF VISITORS
NONE

PUBLIC COMMENTS
NONE

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
PERSONNEL

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: Marcia Atwood
Position: 1.0 FTE RSE-TASC Specialist
Date began: 03/16/06
Effective: 06/30/19

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

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: Katelyn Cummins
Position: 1.0 FTE Teaching Assistant
Date Began: 01/30/19
Effective: 06/11/19

Name: Todd Bater
Position: 1.0 FTE Teaching Assistant
Date Began: 01/07/19
Effective: 06/26/19

Name: Sandra Carroll
Position: 1.0 FTE Teaching Assistant
Date Began: 09/08/15
Effective: 06/28/19

ADDENDUM I

Name: Maria Trinidad Hernandez
Position: 1.0 FTE RBERN Director
Date Began: 01/17/17
Effective: 07/05/19

Classified Staff
Name: Colleen DiCaprio
Position: 1.0 FTE State Aid Planning Asst. Specialist 2
Date Began: 05/10/18
Effective: 06/21/19
## PERSONNEL
### RESIGNATIONS
#### Classified Staff (cont’d)

- **Name:** Sean Kearney  
  **Position:** 1.0 FTE Crisis Intervention Worker  
  **Date Began:** 07/01/14  
  **Effective:** 06/26/19

### 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:

#### Certified Staff

- **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

- **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

- **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

### 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.

#### Certified Staff - TEMPORARY SUBSTITUTES

- **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
### Certified Staff – TEMPORARY APPOINTMENTS (cont’d)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Status</th>
<th>Tenure Area</th>
<th>Certification</th>
<th>Effective</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caitlin Horgan</td>
<td>1.0 FTE ENL Teacher</td>
<td>Temporary Substitute Pending Certification</td>
<td>N/A</td>
<td>To Be Certified</td>
<td>09/01/19 – 06/30/20</td>
<td>$51,473.00 prorated</td>
</tr>
<tr>
<td>Shauna Maynard</td>
<td>1.0 FTE Special Education Director</td>
<td>4 Year Probationary Period</td>
<td>Administrative – Special Education Director</td>
<td>School Psychologist, SBL, SDL</td>
<td>07/12/19</td>
<td>$107,100.00 prorated</td>
</tr>
<tr>
<td>Stephanie Carbone</td>
<td>1.0 FTE School Improvement Data Analyst – Sr. Specialist</td>
<td>4 Year Probationary Period</td>
<td>ISS – Data Analysis</td>
<td>Speech &amp; Hearing Handicapped, SBL</td>
<td>07/01/19</td>
<td>$70,000.00 prorated</td>
</tr>
</tbody>
</table>

### ADDENDUM II

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Status</th>
<th>Tenure Area</th>
<th>Certification</th>
<th>Effective</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leslie Graves</td>
<td>1.0 FTE School Psychologist</td>
<td>4 Year Probationary Period</td>
<td>School Psychologist</td>
<td>School Psychologist</td>
<td>09/01/19</td>
<td>$51,473.00 prorated</td>
</tr>
</tbody>
</table>

### Classified Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Status</th>
<th>Effective</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Manning</td>
<td>1.0 FTE Fire Systems Senior Specialist</td>
<td>Provisional</td>
<td>07/01/19</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>Roxanne Podmijersky-Marotta</td>
<td>.625 FTE Substitute Caller Clerk</td>
<td>Part-Time</td>
<td>07/01/19 – 06/30/20</td>
<td>$32,291.00</td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Status</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Danielle Brewster</td>
<td>1.0 FTE Accountant</td>
<td>Probationary</td>
<td>05/28/19</td>
</tr>
<tr>
<td>Susan Evans</td>
<td>1.0 FTE Audit Manager</td>
<td>Probationary</td>
<td>05/28/19</td>
</tr>
<tr>
<td>Alexa Schaefer</td>
<td>1.0 FTE Internal Auditor</td>
<td>Probationary</td>
<td>05/28/19</td>
</tr>
<tr>
<td>Shana Barry</td>
<td>1.0 FTE CBO &amp; Fixed Asset Technician</td>
<td>Probationary</td>
<td>05/29/19</td>
</tr>
<tr>
<td>Evan Michael</td>
<td>1.0 FTE CBO &amp; Fixed Asset Technician</td>
<td>Probationary</td>
<td>06/11/19</td>
</tr>
</tbody>
</table>

CREATION OF POSITIONS / RECALLS

The Board of Cooperative Educational Services, upon the recommendation of the Executive Officer, created 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</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>
PERSONNEL (cont’d)

PART-TIME/ HOUURLY EMPLOYEES FOR 2019-20

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 2019-20 school year.

- **Paul Baker**, Health & Safety Tech-PT Water Operator $35.00/hr.
  - Hourly, 07/01/19 - 06/30/20

- **Mary Bayham**, Community Education Teacher $31.00/hr.
  - Hourly, 09/01/19 – 06/30/20

- **Kurt Bedore**, Environmental Engineer $60.00/hr.
  - Hourly, 07/01/19 - 06/30/20

- **Linda Berquist**, Online Learning Specialist $350.00/stipend
  - Stipend per contract, 07/01/19 - 06/30/20

- **Mark Bonesteel**, Sub Courier $15.75/hr.
  - Hourly, 07/01/19 - 06/30/20

- **Anthony Brahm**, Health & Safety Specialist $35.00/hr.
  - Hourly, 07/01/19 – 06/30/20

- **Sue Campbell**, Regional Scorer $25.00/hr.
  - Hourly, 07/01/19 - 06/30/20

- **Jacob Christiansen**, Fire Systems Laborer $12.51/hr.
  - Hourly, 07/01/19 - 06/30/20

- **Katherine Cioffi**, ELA School Improvement Specialist $300.00/day
  - Per Diem, 07/01/19 - 06/30/20

- **David Clapp**, Health & Safety Specialist $50.00/hr.
  - Hourly, 07/01/19 - 06/30/20

- **Linda Collet**, Principal Coach $50.00/hr.
  - Hourly, 07/01/19 - 06/30/20

- **Caitlin Colwell**, STEM Research Fellow $10,000/stipend
  - Stipend, 07/08/19 – 08/23/19

- **Mike Decker**, Adult & Continuing Education Teacher $25.94/hr.
  - Hourly, 07/01/19 – 06/30/20

- **Jason Defrias**, STEM Research Fellow $10,000/stipend
  - Stipend, 07/08/19 – 08/23/19

- **Matt Duff**, STEM Research Fellow $10,000/stipend
  - Stipend, 07/08/19 – 08/23/19

- **Michael Dutkowsky**, Specialist – Hearing Officer $50.00/hr.
  - Hourly, 07/01/19 - 06/30/20

- **Jeff Elliott**, Coordinator of Distance Learning $40.38/hr.
  - Hourly, 07/01/19 – 06/30/20

- **Michaela Ethier**, STEM Research Fellow $10,000/stipend
  - Stipend, 07/08/19 – 08/23/19

- **Dakota Franklin**, Fire Systems Laborer $12.51/hr.
  - Hourly, 07/01/19 – 06/30/20

- **Michele Fox**, Online Learning Specialist $350.00/stipend
  - Stipend per contract, 07/01/19 - 06/30/20

- **Bonnie Gooley**, Adult & Continuing Education Tchr $32.22/hr.
  - Hourly, 07/01/19 – 06/30/20

- **Valerie Gordon**, STEM Research Fellow $10,000/stipend
### PERSONNEL

**PART-TIME AND HOURLY EMPLOYEES FOR 2019-20 (cont’d)**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Rate</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<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>James Henry</td>
<td>Online Learning Specialist</td>
<td>$350.00/stipend</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<td>Thomas Hubbard</td>
<td>Sub Courier</td>
<td>$15.75/hr.</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<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>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>Daralene Jewell</td>
<td>Hearing Officer</td>
<td>$50.00/hr.</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<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>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>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>Sandra Lorette</td>
<td>Sr. Clerk</td>
<td>$24.26/hr.</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<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>Michael McGillycuddy</td>
<td>STEM Research Fellow</td>
<td>$10,000/stipend</td>
<td>07/08/19 – 08/23/19</td>
</tr>
<tr>
<td>Sue Melnyk</td>
<td>Regional Scorer</td>
<td>$25.00/hr.</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<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>Colleen Mills</td>
<td>School Improvement Specialist</td>
<td>$277.00/day</td>
<td>07/01/19 – 06/30/20</td>
</tr>
<tr>
<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>Nate Porter</td>
<td>STEM Research Fellow</td>
<td>$10,000/stipend</td>
<td>07/08/19 – 08/23/19</td>
</tr>
<tr>
<td>Danny Ramirez</td>
<td>PRHYLI Trainer</td>
<td>$40.00/hr.</td>
<td>12/01/19 – 06/30/20</td>
</tr>
<tr>
<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>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>Tim Ryan</td>
<td>STEM Research Fellow</td>
<td>$10,000/stipend</td>
<td>07/08/19 – 08/23/19</td>
</tr>
<tr>
<td>Gregory Sanik</td>
<td>Regional Scorer</td>
<td>$25.00/hr.</td>
<td>07/01/19 - 06/30/20</td>
</tr>
<tr>
<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>Liz Santa Barbara</td>
<td>DASA Trainer</td>
<td>$400.00/day</td>
<td>07/01/19 - 06/30/20</td>
</tr>
</tbody>
</table>
PERSONNEL
PART-TIME AND HOURLY EMPLOYEES FOR 2019-20 (cont'd)

William Schneider, Principal Coach $400.00/day
Per Diem, 07/01/19 - 06/30/20

George Seymour, Science School Imp. Specialist $400.00/day
Per Diem, 07/01/19 - 06/30/20

Erin Sharkey, STEM Research Fellow $10,000/stipend
Stipend, 07/08/19 – 08/23/19

Ronald Valentine, Adult & Continuing Education Tchr $32.97/hr.
Hourly, 07/01/19 – 06/30/20

Karyn Watt, Adult & Continuing Education Teacher $32.22/hr.
Hourly, 07/01/19 – 06/30/20

Patrick Wemitt, Principal Coach $50.00/hr.
Hourly, 07/01/19 - 06/30/20

Dawn Wetmore, STEM Research Fellow $10,000/stipend
Stipend, 07/08/19 – 08/23/19

Samuel Ziebel, STEM Research Fellow $10,000/stipend
Stipend, 07/08/19 – 08/23/19

------------------------------------END OF CONSENT----------------------------------

BUSINESS / FINANCE

GREENVILLE CENTRAL SCHOOL DISTRICT INSTALLMENT PURCHASE AGREEMENT
1 – Mr. Garland 2 – Ms. Clum Motion Carried (11 – 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 Greenville Central School District to be dated June 24, 2019.

AVERILL PARK CENTRAL SCHOOL DISTRICT INSTALLMENT PURCHASE AGREEMENT
1 – Mr. Garland 2 – Ms. Clum Motion Carried (11 – 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 July 10, 2019.
BUSINESS / FINANCE (cont’d)

SURPLUS EQUIPMENT
1 – Mr. Clum 2 – Mr. Zwack  Motion Carried (11 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approved 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-LEG</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>Warehouse</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>
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<tr>
<td>Tables, folding, 30 x 96</td>
<td>2</td>
<td>Obsolete</td>
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<td>Tables, folding, 36 x 72</td>
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<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>

CREDIT CARD ISSUANCE AND LIMIT
1 – Mr. Brooks 2 – Mr. Zwack  Motion Carried (11 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Deputy Superintendent, approved 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>
BUSINESS / FINANCE (cont’d)

SUBMIT, ACCEPT AND EXPEND FEDERAL/STATE PROJECT

1 – Ms. Noonan  2 – Ms. Daly  Motion Carried (11 – Yes)

The Board of Cooperative Educational Services, upon the recommendation of the Executive Officer, gave approval to submit the following Federal/State Project(s), and upon approval, further authorizes the acceptance and expenditure of such project:

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

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

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

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

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

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

PER ITEM BID AWARD – JANITORIAL SUPPLIES

1 – Ms. Marro-Giroux  2 – Ms. Clum  Motion Carried (11 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties upon the recommendation of the Executive Officer, awarded the janitorial supply bids on a per item basis to the lowest responsible bidder meeting specifications as listed below:

- All-American Poly $ 6,548.10
- Central Poly $ 8,108.06
- EA Morse and Company $37,867.28
- Hill and Markes $26,006.81
- Interboro Packaging $ 6,137.70
- Unipak $ 1,933.75
- WB Mason $32,977.69

(Participating school districts are: Averill Park, Germantown, Hoosic Valley, Hudson, Wynantskill & Questar III)
ESTABLISH AND/OR CONTINUE EXTRACLASSROOM ACTIVITY FUND 2017-18

1 – Ms. Gazzola 2 – Ms. Marro-Giroux  Motion Carried (11 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties upon recommendation of the Executive Officer, gave approval for the establishment or continuation of the following Extraclassroom Activity Fund(s) pursuant to the Board’s Extraclassroom Activity Fund Policy.

- AIM – Maple Hill School – Emily Bluhm-Allen & Sarah Knightes
- Sackett Social Studies Club - Joal Bova
- SkillsUSA REC – Signe Knutson, Teresa Mills
- SkillsUSA CGEC - TBD
- Robin Sobol Transition Academy – Christine Miller
- George Washington Student Council – Krista Cooney
- Sackett Student Council – Erika Mohan
- Rensselaer Academy Student Council – Lindsay Estaris, Chris Burl-Laraway & Leslie Jennings
- REC Food Service – Mary Nescot & Katie Tichy

LEASES

SCHODACK CENTRAL SCHOOL DISTRICT & QUESTAR III

1 – Mr. Zwack 2 – Ms. Daly  Motion Carried (11 – Yes)

The Board of Cooperative Educational Services, Rensselaer Columbia-Greene Counties, upon recommendation of the Executive Officer, approved 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.

The Board determined 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 determined 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.
EAST GREENBUSH CENTRAL SCHOOL DISTRICT & QUESTAR III

1 – Mr. Garaland   2 – Ms. Marro-Giroux  Motion Carried (11 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon recommendation of the Executive Officer, approved 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

The Board determined 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 determined 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.

EAST GREENBUSH CENTRAL SCHOOL DISTRICT & QUESTAR III

1 – Ms. Garland   2 – Ms. Marro-Giroux  Motion Carried (11 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon recommendation of the Executive Officer, approved 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

The Board determined 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 determined 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.
LEASE AGREEMENT
AMENDMENT:
CAIRO-DURHAM
CENTRAL SCHOOL
DISTRICT &
QUESTAR III

1 – Mr. Zwack 2 – Ms. Clum  Motion Carried (11 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon recommendation of the Executive Officer, approved 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

The Board determined 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 determined 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.
LEASES (cont’d)

CAIRO-DURHAM CENTRAL SCHOOL DISTRICT & QUESTAR III

1 – Mr. Zwack 2 – Ms. Clum Motion Carried (11 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon recommendation of the Executive Officer, approved 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

The Board determined 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 determined 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.

POLICY

SECOND READING REVISED SCHOOL SAFETY PLAN #7-100

1 – Ms. Noonan 2 – Ms. Marro-Giroux Motion Carried (11 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, gave approval for the second reading and approval of the revised School Safety Plan policy.

SECOND READING REVISED PROJECT SAVE CODE OF CONDUCT POLICY #7-102

1 – Ms. Noonan 2 – Ms. Marro-Giroux Motion Carried (11 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, gave approval for the second reading and approval of the revised Code of Conduct policy.

OTHER

TVHS 2019-20 ANNUAL BUDGET

1 – Mr. Garland 2 – Ms. Clum Motion Carried (11 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approved the Tech Valley High School 2019-20 Annual Budget.
OTHER (cont’d)

------------------------------------ BY CONSENT -------------------------------------

1 – Mr. Zwack  2 – Ms. Marro-Giroux  Motions Carried (11 – Yes)

JAMIE TOBIN,  
EAST GREENBUSH  
CENTRAL SCHOOL  
DISTRICT –  
QUESTAR III  
SCHOOL LIBRARY  
SYSTEM COUNCIL  
The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, appointed 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.

KATHY GUNDRUM,  
CAPITAL DISTRICT  
LIBRARY COUNCIL –  
QUESTAR III  
SCHOOL LIBRARY  
SYSTEM COUNCIL  
The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, appointed 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.

JENNIFER LUBBERS,  
EAST GREENBUSH  
PUBLIC LIBRARY –  
QUESTAR III  
SCHOOL LIBRARY  
SYSTEM COUNCIL  
The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, appointed 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.

MICHELLE EMMA,  
TROY CITY  
SCHOOL DISTRICT –  
QUESTAR III  
SCHOOL LIBRARY  
SYSTEM COUNCIL  
The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, appointed 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.
2019-2021 QUESTAR III PROFESSIONAL DEVELOPMENT PLAN ADDENDUM

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, consistent with the Regulations of the Commissioner of Education, approved the adoption of the Annual Professional Development Plan Addendum effective 2019 through 2021.

REVISED BOCES PROFESSIONAL DEVELOPMENT COMMITTEE

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approved the following revised list of members of the BOCES Professional Development Committee 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>

AMENDED COMPENSATION PLAN FOR EMPLOYEES NOT AFFILIATED WITH A BARGAINING UNIT

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approved amending the Compensation Plan for Employees Not Affiliated with a Bargaining Unit as provided and dated July 11, 2019.

2019-20 COMPENSATION SCHEDULE FOR EMPLOYEES NOT AFFILIATED WITH A BARGAINING UNIT

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, upon the recommendation of the Executive Officer, approved the 2019-20 Compensation Schedule for Employees Not Affiliated with a Bargaining Unit as provided.

------------------------------------END OF CONSENT----------------------------------
BOARD REPORTS / DISCUSSION

Dr. Cruz presented President John C. Hill with an award from NYSSBA in recognition of his Level 4 Lifetime Achievement milestone. He was given a plaque and pen set and will also be recognized in a NYSSBA OnBoard publication.

Dr. Cruz also presented a Certificate of Appreciation from AASA thanking the Questar III Board for Dr. Cruz’ participation on the Executive Committee.

EXECUTIVE OFFICER’S REPORT

Dr. Cruz shared information on work being done by AASA during her recent trip to Washington, DC highlighting the advocacy efforts for federal legislation on issues such as Medicaid in schools and E-Rate. She stated that being a part of the AASA Executive Committee gives us insight into what is happening on the federal level and is a great opportunity to make Questar III more visible.

Dr. Cruz also informed board members that the organization is receiving recognition as a Healthiest Employer. The Wellness Committee will be attending this event in recognition of their efforts and implementation of organization-wide events to engage our staff in physical fitness and better eating habits.

Next, Dr. Cruz discussed Program Reviews and informed the board that a schedule of reviews will be developed soon and will include the ALP Program in Greenville.

Dr. Cruz stated that the legal RFP is out and we anticipate responses by the end of July. She will email the board regarding who is available to participate in the RFP review process.

REC Project Update – Dr. Cruz reviewed the current status of the project and informed the board that an Open House was held for the neighbors of the Center and the outcome of that event seemed very positive.

In the area of recognition, Gladys mentioned that she sends handwritten notes to the staff recognizing their service. She stated that this has been well received. She also noted that the recent Employee Picnic was well attended in spite of the rain and raised about $2000 for the Questar III Educational Foundation.

PUBLIC COMMENTS

NONE

EXECUTIVE SESSION

1 – Ms. Gazzola 2 – Mr. Brooks  Motion Carried (11 – Yes)

The Board of Cooperative Educational Services entered into Executive Session at 7:54 p.m. for the purpose of the district superintendent evaluation and contract.

RETURN TO REGULAR SESSION

1 – Ms. Marro-Giroux 2 – Mr. Brooks  Motion Carried (11 – Yes)

The Board of Cooperative Educational Services returned to regular session at 8:15 p.m.
AMENDMENT TO DISTRICT SUPERINTENDENT EMPLOYMENT CONTRACT

1 – Mr. Zwack  
2 – Ms. Marro-Giroux  
Motion Carried (11 – Yes)

The Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, approved the extension of the District Superintendent Dr. Gladys I. Cruz’s employment agreement by an additional one year to April 30, 2022 at her current salary of $166,762.00 inclusive of the $43,499.00 paid to her by the State of New York, and authorized the President of the Board to enter into the agreement with the District Superintendent.

MOTION TO ADJOURN

1 - Ms. Daly  
2 – Mr. Zwack  
Motion Carried (11 – Yes)

The Board adjourned at 8:20 pm.

Respectfully Submitted By:

________________________________________
Mike Buono, Acting Board Clerk
## June 21 to July 26, 2019

<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 160</td>
<td>06/21/19</td>
<td>415,184</td>
<td>143</td>
<td>364136-364278</td>
</tr>
<tr>
<td>Multi Fund-warrant 163</td>
<td>06/28/19</td>
<td>215,992</td>
<td>116</td>
<td>364382-364497</td>
</tr>
<tr>
<td>Multi Fund-warrant 165</td>
<td>06/28/19</td>
<td>15,038</td>
<td>1</td>
<td>364770</td>
</tr>
<tr>
<td>Multi Fund-warrant 002*</td>
<td>07/05/19</td>
<td>2,193,490</td>
<td>107</td>
<td>364771-364877</td>
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<tr>
<td>Multi Fund-warrant 004</td>
<td>07/12/19</td>
<td>773,216</td>
<td>146</td>
<td>365105-365250</td>
</tr>
<tr>
<td>Multi Fund-warrant 005</td>
<td>07/12/19</td>
<td>57,547</td>
<td>3</td>
<td>365251-365253</td>
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<tr>
<td>Multi Fund-warrant 006</td>
<td>07/19/19</td>
<td>798,538</td>
<td>82</td>
<td>365255-365336</td>
</tr>
<tr>
<td>Multi Fund-warrant 008**</td>
<td>07/26/19</td>
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<td>105</td>
<td>365413-365517</td>
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<tr>
<td>Multi Fund-warrant 009</td>
<td>07/26/19</td>
<td>58,106</td>
<td>3</td>
<td>365518-365520</td>
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<tr>
<td>Multi Fund-warrant 010</td>
<td>07/26/19</td>
<td>9,732</td>
<td>1</td>
<td>365521</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>6,265,768</strong></td>
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<tr>
<td>Trust &amp; Agency-warrant 162</td>
<td>06/26/19</td>
<td>827,982</td>
<td>15</td>
<td>364365-364379</td>
</tr>
<tr>
<td>Trust &amp; Agency-warrant 165</td>
<td>06/27/19</td>
<td>7,076</td>
<td>n/a</td>
<td>4 EFT's</td>
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<tr>
<td>Trust &amp; Agency-warrant 167ERS</td>
<td>06/30/19</td>
<td>15,068</td>
<td>1</td>
<td>365254</td>
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<tr>
<td>Trust &amp; Agency-warrant 003</td>
<td>07/10/19</td>
<td>150,169</td>
<td>7</td>
<td>365090-365096</td>
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<tr>
<td>Trust &amp; Agency-warrant 007</td>
<td>07/24/19</td>
<td>235,488</td>
<td>8</td>
<td>365401-365408</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>1,235,783</strong></td>
</tr>
<tr>
<td>Payroll period- 36</td>
<td>06/26/19</td>
<td>2,655,603</td>
<td>86</td>
<td>694 direct deposits</td>
</tr>
<tr>
<td>Payroll period- 37</td>
<td>06/27/19</td>
<td>16,494</td>
<td>2</td>
<td>2 direct deposits</td>
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<tr>
<td>Payroll period-001</td>
<td>07/10/19</td>
<td>509,431</td>
<td>212</td>
<td>235 direct deposits</td>
</tr>
<tr>
<td>Payroll period-002</td>
<td>07/24/19</td>
<td>777,286</td>
<td>80</td>
<td>417 direct deposits</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td><strong>3,958,814</strong></td>
</tr>
<tr>
<td>Retiree Medicare – warrant 164</td>
<td>06/28/19</td>
<td>33,746</td>
<td>272</td>
<td>364498-364769</td>
</tr>
<tr>
<td>Extra Classroom-warrant 161</td>
<td>06/21/19</td>
<td>1,177</td>
<td>3</td>
<td>100337-100339</td>
</tr>
<tr>
<td>Scholarship Fund – warrant 001</td>
<td>07/05/19</td>
<td>200</td>
<td>1</td>
<td>000298</td>
</tr>
</tbody>
</table>

**Totals for this Fiscal Period**

$11,495,488  1,394
Audit Findings: Three confirming purchase orders. Atlantic Coast Marketing (books), Purchase order 20-00700. Hudson Valley C. C. Purchase order 20-00569. Empire Travel Services 19-04401. All invoices for these purchase orders were received for payment before the purchase orders were issued.

*Large payments paid from this fund for Capital Region BOCES, and for RCG Health Insurance Trust.

**Large payments paid from this fund for Curriculum Associates (software purchases), Key Government Finance (leases & equipment purchases), and RCG Health Insurance Trust.

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

July 30, 2019
Item Bid:  Transportation for Various Career Tech Programs and New Visions Programs

Bid Opening:  July 31, 2019
2:00 pm

Bids were received from the following vendors:

Michael S. Johnston LLC
First Student, Inc.

It is the recommendation of the Purchasing Department that this bid be awarded by bus run and by vendor per attached.
<table>
<thead>
<tr>
<th>Departure</th>
<th>Destination</th>
<th>Dates</th>
<th>Times</th>
<th>Days of the Week</th>
<th># Students/Staff</th>
<th>Bid/Round Trip</th>
<th>Low Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>CGEC</td>
<td>Columbia Memorial Hospital EMT</td>
<td>November - June</td>
<td>8:20-10:30</td>
<td>Mon/Thur/Fri</td>
<td>7</td>
<td>$145.00</td>
<td>Michael Johnston</td>
</tr>
<tr>
<td>CGEC</td>
<td>Various Work Locations within Columbia County</td>
<td>October - June</td>
<td>8:45-10:30</td>
<td>Tues/Thurs</td>
<td>6-8</td>
<td>$125.00</td>
<td>Michael Johnston</td>
</tr>
<tr>
<td>CGEC</td>
<td>C.N.A. to Pines Nursing Home Catskill</td>
<td>November - May</td>
<td>8:30-10:00</td>
<td>Thurs/Fri</td>
<td>12</td>
<td>$149.00</td>
<td>Michael Johnston</td>
</tr>
<tr>
<td>CGEC</td>
<td>C.N.A. to Pines Nursing Home Catskill</td>
<td>November - May</td>
<td>11:30-1:30</td>
<td>Thurs/Fri</td>
<td>11</td>
<td>$149.00</td>
<td>Michael Johnston</td>
</tr>
<tr>
<td></td>
<td>New Visions East - Bus run for students from Columbia and Renssealer County transporting to various New Vision Programs</td>
<td>Full School Year</td>
<td>Monday-Friday</td>
<td>48+/-</td>
<td>$61,940.00</td>
<td>Michael Johnston</td>
<td></td>
</tr>
<tr>
<td></td>
<td>New Visions West - Bus run for students from Greene County transporting to various New Vision Programs</td>
<td>Full School Year</td>
<td>Monday-Friday</td>
<td>48+/-</td>
<td>$62,553.10</td>
<td>First Student</td>
<td></td>
</tr>
</tbody>
</table>
LEASE AGREEMENT

THIS AGREEMENT (AGREEMENT), entered into as of this first day of July, 2019, by and between the Arts Center of The Capital Region, with its central administrative offices at 265 River Street Troy NY 12180 ("Landlord") 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", with an office at 10 Empire State Blvd., Castleton, New York 12033 ("Tenant"). Landlord and Tenant may be hereinafter referred to as the Parties.

WHEREAS, the Parties have reached an agreement for the lease by Landlord to Tenant of 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 classroom(s) and offices as the same are more specifically described on Schedule 1.1 attached hereto and made a part hereof, in a building commonly known The Arts Center of the Capital Region, together with the right to use its support facilities including, but not limited to: toilets, theaters, rehearsal rooms, hallways, recreation areas, cafeterias, and other areas of a like or similar nature, described as follows:

Room Number (s): 201 (Conference Room), 206, 209

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. Student desks and chairs, teacher desk and work table, shelving for books and supplies, clock, chairs, chalk board, bulletin board and / or student locker or cloak room facilities, student and staff access to facilities, routine administrative attention and direction in the conduct of fire and shelter drills, actual emergency, disruptive student behavior, or other crisis situations, student and staff access to other special purpose rooms or activities normally accessible to others in the building.

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 term of this Lease shall commence on July 1, 2019 and shall terminate at 11:59 p.m. on June 30, 2020 (the "Lease Term"). If Landlord is unable to give possession of the Leased Premises to Tenant on the date of the commencement of the Lease Term, rent shall abate for the period that possession by Tenant is delayed, but the Lease Term shall not extend beyond June 30, 2020. If such delay shall continue for more than thirty (30) days, then Tenant may, at any time within ten (10) days after the expiration of such thirty (30) day period, give Landlord a notice of election to terminate this Lease. This Lease shall terminate on the date provided in such notice and thereafter Tenant shall not be further obligated to Landlord under this Lease.

3.2 Rental Payments. In consideration of the covenants and obligations herein undertaken by Landlord, Tenant shall pay to Landlord an annual rental of sixteen thousand two hundred seventy-five dollars ($16,275) (the "Annual Rent"). Additionally, Tenant agrees to pay Landlord the sum of ten thousand five hundred five ($10,505) for ancillary services provided in connection with Tenant's occupancy of the Leased Premises, for each year of this Agreement. The Rent and Ancillary Services are broken down by program as follows:

**New Visions: Visual & Performing Arts Program**
- Rent: $7,520
- Ancillary: $4,840
- **Total:** $12,360

**Questar III Sarah's Sisters**
- Rent: $8,755
- Ancillary: $5,665
- **Total:** $14,420

The Rent and Ancillary Services shall be paid in four equal payments on the following dates:

- Payment #1 - November 4, 2019;
- Payment #2 - January 3, 2020;
- Payment #3 - March 2, 2020;
- Payment #4 - June 1, 2020

Tenant may elect to occupy fewer classrooms by giving Landlord written notice sixty (60) days prior to the anniversary date of this AGREEMENT. In such event, the amount paid to Landlord shall be reduced by the amount of rent to be paid per classroom and the ancillary services fee attributable to such classroom(s), unless otherwise agreed in writing by the Parties.

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 general and special educational purposes, which may include, without limitation, use as office space or storage space. 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 155 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. 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.

5.4 Preparation for Occupancy and Possession. As a condition precedent to Tenant's obligations hereunder, prior to the commencement of the Lease Term, Landlord shall complete all 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, Section155.2, 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 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.
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, subject to the provisions of paragraph 7.2 of this AGREEMENT providing for payment by the Tenant of the costs associated with Tenant's use of electricity at the Leased Premises.

ARTICLE VII -- TENANT'S OBLIGATIONS

7.1 Maintenance and Repairs. Tenant shall take good 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 excepted. Tenant shall make no alteration or changes in the Leased Premises unless it has first received written consent from Landlord. Such consent shall not be unreasonably withheld. 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 Electrical Utility Costs. Landlord is responsible for furnishing all utilities associated with the Tenant's use of the Leased Premises except telephone service.

7.3 Compliance With Laws. Tenant shall promptly execute and comply will 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, 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 and execute all applicable rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body.

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 alterations on the Leased Premises, without Landlord's prior written consent; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the Lease Term shall immediately cease and terminate at the option of Landlord as if it were the expiration of the original Lease Term.

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, Landlord or Landlord's representatives may re-enter the Leased Premises by summary proceedings and remove all persons therefrom, without being liable to prosecution therefor. 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 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. 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, alterations 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.

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.

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 and NYCRR Title 8, 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 and the Leased Premises are free from any known under or above ground contamination or pollutants. Landlord has no knowledge that such real property 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.

8.7 Authorization. The execution, delivery and performance by Landlord of this Lease is 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 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.

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 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.

**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 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 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 fixtures, 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 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. 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 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 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 States 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:

Director
The Arts Center of the Capital Region
265 River Street
Troy, NY 12180

(b) If to Tenant:

Questaq lll
10 Empire State Blvd.
Castleton, New York 12033
Attn.: Jennifer L. Mulligan

with a copy to:

Ms. Susan DiDonato
School Attorney
Questaq lll
10 Empire State Blvd.
Castleton, New York 12033

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 that 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.

11.8 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 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.

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

LANDLORD:

By: ____________________________
   ____________________________
Name: ____________________________
   ____________________________
Title: ____________________________

QUESTAR III:

By: ____________________________
   ____________________________
Name: John C. Hill
   ____________________________
Title: Board of Education President
SCHEDULE 1.1

DESCRIPTION OF LEASED PREMISES

(Describe the leased premises by indicating specific classroom numbers and other descriptors).

Utilization of the premises shall commence on September 1, 2019 and shall terminate on June 30, 2020, except as noted below.

New Visions: Visual & Performing Arts Program
- Room 206
- Space for Special Events, upon mutual agreement

Questa III Sarah’s Sisters
- Conference Room 201
- Room 209 (Room to be utilized for storage during July and August 2019)
- Kitchen
- Other studios upon request as available
New Visions: Visual & Performing Arts Program
Space Requests for Events
2019-2020 School Year

*****************************************************************************************************************************************
** Fall Open House
6:00 pm – 8:00 pm (Meeting will begin at 6:30 pm)
** Black Box
  - Need seats down
  - No special lighting (house lights only)

*****************************************************************************************************************************************
** Carnival of the Arts
9:00 am – 9:00 pm (Art show and Performance will begin at 6:00 pm)
** Black Box
  - Need seats down
  - Will use lights and sound
  - Will need piano
** Lobby
  - Will need two tables
** Painting Studio
  - For student use from 2:00 pm – 9:00 pm

** Black Box - Carnival Rehearsal Request – 3 mornings

** Black Box - Carnival Clean-up Request – 1 morning

*****************************************************************************************************************************************
** Experience the Arts Day (for prospective students)
8:00 am – 12:00 noon
** Black Box
  - Need seats down

** Dance Studio
** Drawing Studio

*****************************************************************************************************************************************
** CD Release
8:00 am – 9:00 pm (Performance will begin at 7:00 pm)
** Black Box
  - Need seats down
  - Will use lights and sound
  - Will need piano
** Painting Studio
  - For student use from 2:00 pm – 9:00 pm

** Black Box – CD Release/Film Premiere Rehearsal Request – 3 days
8:00 am – 11:30 am
  - Need seats down
  - Will use lights and sound

*****************************************************************************************************************************************
Class Play
8:00 am – 9:00 pm (Play will begin at 7:00 pm)
Black Box
- Need seats down
- Will use lights and sound
Painting Studio
- For student use from 2:00 pm – 9:00 pm

Black Box - Play Rehearsal /Tech Week Request – 5 days
8:00 am – 11:30 am
- Need seats down
- Will use lights and sound

Art Show/Film Premiere
8:00 am – 8:00 pm
Student/Teacher Gallery
- Will need use of projector in black box (film will be approximately 30 minutes)
Painting Studio
- For student use from 2:00 pm – 9:00 pm

2020-2021 Student/Parent Meeting
6:00 pm – 8:30 pm (Meeting will begin at 7:00 pm)
Black Box
- Need seats down
- No special lighting (house lights only)

Additional Room Considerations:

Studio Rentals (Questar will pay artist fee)

Digital Media Studio and (including camera and tripod usage, if needed):
25 days (mornings to be reserved in advance)

Jewelry Studio:
3 days

Dance Studio:
2 days

Additional Space Usage

Black Box, Dance Studio and Drawing Studio

Upon request, if available.
LEASE AGREEMENT

THIS AGREEMENT (AGREEMENT), entered into as of this 1ST day of September, 2019, by and between the Berlin Central School District, with its central administrative offices at 53 School Street, Berlin, New York 12022 ("Landlord") 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", with an office at 10 Empire State Blvd., Castleton, New York 12033 ("Tenant"). Landlord and Tenant may be hereinafter referred to as the Parties.

WHEREAS, the Parties have reached an agreement for the lease by Landlord to Tenant of 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 classroom(s) and offices as the same are more specifically described on Schedule 1.1 attached hereto and made a part hereof, in a building commonly known as the Berlin Elementary School, 53 School Street, Berlin, New York 12022, together with the right to use its support facilities including, but not limited to: parking spaces, toilets, gymnasiums, libraries, hallways, recreation areas, cafeterias, and other areas of a like or similar nature, described as follows:

Room Number(s): 107 and 108

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. Student desks and chairs, teacher desk and file cabinet, work table, shelving for books and supplies, clock, chairs, chalk board, bulletin board and / or student locker or cloak room facilities, student and staff access to cafeteria services and facilities, routine administrative attention and direction in the conduct of fire and shelter drills, actual emergency, disruptive student behavior, or other crisis situations, student and staff access to other special purpose rooms or activities normally accessible to others in the building.

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 term of this Lease shall commence on September 1, 2019 and shall terminate at 11:59 p.m. on June 30, 2020 (the "Lease Term"). If Landlord is unable to give possession of the Leased Premises to Tenant on the date of the commencement of the Lease Term, rent shall abate for the period that possession by Tenant is delayed, but the Lease Term shall not extend beyond June 30, 2020. If such delay shall continue for more than thirty (30) days, then Tenant may, at any time within ten (10) days after the expiration of such thirty (30) day period, give Landlord a notice of election to terminate this Lease. This Lease shall terminate on the date provided in such notice and thereafter Tenant shall not be further obligated to Landlord under this Lease.

3.2 Rental Payments. In consideration of the covenants and obligations herein undertaken by Landlord, Tenant shall pay to Landlord an annual rental of seven thousand dollars ($7,000) (the "Annual Rent"). The Annual Rent shall be paid as follows: $700.00 per month for ten months, commencing on September 1, 2019. Additionally, Tenant agrees to pay Landlord the sum of four thousand five hundred dollars ($4,500) for ancillary services provided in connection with Tenant's occupancy of the Leased Premises, for each year of this Agreement.

Tenant may elect to occupy fewer classrooms by giving Landlord written notice sixty (60) days prior to the anniversary date of this AGREEMENT. In such event, the amount paid to Landlord shall be reduced by the amount of rent to be paid per classroom and the ancillary services fee attributable to such classroom(s), unless otherwise agreed in writing by the Parties.

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 general and special educational purposes, which may include, without limitation, use as office space or storage space. 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 155 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. 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.

5.4 Preparation for Occupancy and Possession. As a condition precedent to Tenant's obligations hereunder, prior to the commencement of the Lease Term, Landlord shall complete all 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, Section155.2, 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 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.

**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, subject to the provisions of paragraph 7.2 of this AGREEMENT providing for payment by the Tenant of the costs associated with Tenant's use of electricity at the Leased Premises.

**ARTICLE VII -- TENANT'S OBLIGATIONS**

7.1 Maintenance and Repairs. Tenant shall take good 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 excepted. Tenant shall make no alteration or changes in the Leased Premises unless it has first received written consent from Landlord. Such consent shall not be unreasonably withheld. Notwithstanding anything contained herein, the parties agree that Tenant shall be under no obligation to make structural repairs or the Leased Premises or the Building or correct structural defects, and that all such repairs or corrections shall be performed by Landlord.
7.2 Electrical Utility Costs. Landlord is responsible for furnishing all utilities associated with the Tenant’s use of the Leased Premises except telephone service.

7.3 Compliance With Laws. Tenant shall promptly execute and comply will 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, 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 and execute all applicable rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body.

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 alterations on the Leased Premises, without Landlord's prior written consent; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the Lease Term shall immediately cease and terminate at the option of Landlord as if it were the expiration of the original Lease Term.

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, Landlord or Landlord's representatives may re-enter the Leased Premises by summary proceedings and remove all persons therefrom, without being liable to prosecution therefor. 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 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. 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, alterations 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.

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.

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 and NYCRR Title 8, 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 and the Leased Premises are free from any known under or above ground contamination or pollutants. Landlord has no knowledge that such real property 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.

8.7 Authorization. The execution, delivery and performance by Landlord of this Lease is 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 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.

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 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.

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 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 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 fixtures, 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 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. 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 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 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 States 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:

Superintendent of Schools
Berlin Central School District
53 School Street
Berlin, New York 12022

(b) If to Tenant:

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

with a copy to:

Ms. Susan DiDonato
School Attorney
Questar III
10 Empire State Blvd.
Castleton, NY 12033

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 that 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.

11.8 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 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.

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

LANDLORD:

By: ________________________________________________

Name: ______________________________________________

Title: ______________________________________________

QUESTAR III:

By: ________________________________________________

Name: ______________________________________________

Title: ______________________________________________
SCHEDULE 1.1

DESCRIPTION OF LEASED PREMISES

(Describe the leased premises by indicating specific classroom numbers and other descriptors).

Classroom at Berlin Elementary:
   Room 107 and 108 -Pre-K
LEASE AGREEMENT

THIS AGREEMENT (AGREEMENT), entered into as of this 1ST day of September, 2019 by and between the Hudson City School District, with its central administrative offices at 215 Harry Howard Avenue, Hudson, New York 12534 ("Landlord") 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", with an office at 10 Empire State Blvd., Castleton, New York 12033 ("Tenant"). Landlord and Tenant may be hereinafter referred to as the Parties.

WHEREAS, the Parties have reached an agreement for the lease by Landlord to Tenant of 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 classroom(s) and offices as the same are more specifically described on Schedule 1.1 attached hereto and made a part hereof, in a building commonly known as the Montgomery C. Smith Elementary School located at 102 Harry Howard Avenue, Hudson, New York together with the right to use its support facilities including, but not limited to: parking spaces, toilets, gymnasiums, libraries, hallways, recreation areas, cafeterias, and other areas of a like or similar nature, described as follows:

Room Number(s): S106 - Pre-K

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. Student desks and chairs, teacher desk and file cabinet, work table, shelving for books and supplies, clock, chairs, chalk board, bulletin board and / or student locker or cloak room facilities, student and staff access to cafeteria services and facilities, routine administrative attention and direction in the conduct of fire and shelter drills, actual emergency, disruptive student behavior, or other crisis situations, student and staff access to other special purpose rooms or activities normally accessible to others in the building.

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 term of this Lease shall commence on September 1, 2019 and shall terminate at 11:59 p.m. on June 30, 2020 (the "Lease Term"). If Landlord is unable to give possession of the Leased Premises to Tenant on the date of the commencement of the Lease Term, rent shall abate for the period that possession by Tenant is delayed, but the Lease Term shall not extend beyond June 30, 2020. If such delay shall continue for more than thirty (30) days, then Tenant may, at any time within ten (10) days after the expiration of such thirty (30) day period, give Landlord a notice of election to terminate this Lease. This Lease shall terminate on the date provided in such notice and thereafter Tenant shall not be further obligated to Landlord under this Lease.

3.2 Rental Payments. In consideration of the covenants and obligations herein undertaken by Landlord, Tenant shall pay to Landlord an annual rental of seven thousand dollars ($7,000.00) (the "Annual Rent"). The Annual Rent shall be paid as follows: $700.00 per month for ten months, commencing on September 1, 2019. Additionally, Tenant agrees to pay Landlord the sum of four thousand five hundred dollars ($4,500.00) per classroom for ancillary services provided in connection with Tenant's occupancy of the Leased Premises, for each year of this Agreement.

Tenant may elect to occupy fewer classrooms by giving Landlord written notice sixty (60) days prior to the anniversary date of this AGREEMENT. In such event, the amount paid to Landlord shall be reduced by the amount of rent to be paid per classroom and the ancillary services fee attributable to such classroom(s), unless otherwise agreed in writing by the Parties.

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 general and special educational purposes, which may include, without limitation, use as office space or storage space. 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 155 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. 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.

5.4 Preparation for Occupancy and Possession. As a condition precedent to Tenant's obligations hereunder, prior to the commencement of the Lease Term, Landlord shall complete all 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, Section155.2, 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 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.

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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, subject to the provisions of paragraph 7.2 of this AGREEMENT providing for payment by the Tenant of the costs associated with Tenant's use of electricity at the Leased Premises.

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7.1 Maintenance and Repairs. Tenant shall take good 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 excepted. Tenant shall make no alteration or changes in the Leased Premises unless it has first received written consent from Landlord. Such consent shall not be unreasonably withheld. 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 Electrical Utility Costs. Landlord is responsible for furnishing all utilities associated with the Tenant’s use of the Leased Premises except telephone service.
7.3 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, prevention, 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 and execute all applicable rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body.

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 alterations on the Leased Premises, without Landlord's prior written consent; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the Lease Term shall immediately cease and terminate at the option of Landlord as if it were the expiration of the original Lease Term.

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, Landlord or Landlord's representatives may re-enter the Leased Premises by summary proceedings and remove all persons therefrom, without being liable to prosecution therefor. 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 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. 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, alterations or improvements shall be completed.

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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.

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.
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 and NYCRR Title 8, 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 and the Leased Premises are free from any known under or above ground contamination or pollutants. Landlord has no knowledge that such real property 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.

8.7 Authorization. The execution, delivery and performance by Landlord of this Lease is 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 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.

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 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.

**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 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 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 fixtures, 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 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. 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 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 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 States 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:

Superintendent of Schools
Hudson City School District
215 Harry Howard Avenue
Hudson, New York 12534

(b) If to Tenant:

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

with a copy to:

Ms. Susan DiDonato
School Attorney
Questar III
10 Empire State Blvd.
Castleton, New York 12033

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 that 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.

11.8 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 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.

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

LANDLORD:
By: _________________________________
Name: _________________________________
Title: _________________________________

QUESTAR III:
By: _________________________________
Name: John C. Hill
Title: Board of Education President
SCHEDULE 1.1

DESCRIPTION OF LEASED PREMISES

(describe the leased premises by indicating specific classroom numbers and other descriptors).

- Montgomery C. Smith Elementary School – Room S106 – Pre-K
LEASE AGREEMENT

THIS AGREEMENT (AGREEMENT), entered into as of this 1ST day of September, 2019, by and between the Kinderhook Central School District, with its central administrative offices at 2910 Route 9, Valatie, New York 12184 ("Landlord") 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", with an office at 10 Empire State Blvd., Castleton, New York 12033 ("Tenant"). Landlord and Tenant may be hereinafter referred to as the Parties.

WHEREAS, the Parties have reached an agreement for the lease by Landlord to Tenant of 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 classroom(s) and offices as the same are more specifically described on Schedule 1.1 attached hereto and made a part hereof, in a building commonly known as the Ichabod Crane Primary School located at 2910 Route 9, Valatie, New York, together with the right to use its support facilities including, but not limited to: parking spaces, toilets, gymnasiums, libraries, hallways, recreation areas, cafeterias, and other areas of a like or similar nature, described as follows:

Room Number (s) 220 AIM and 109 Pre-K

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. Student desks and chairs, teacher desk and file cabinet, work table, shelving for books and supplies, clock, chairs, chalk board, bulletin board and / or student locker or cloak room facilities, student and staff access to cafeteria services and facilities, routine administrative attention and direction in the conduct of fire and shelter drills, actual emergency, disruptive student behavior, or other crisis situations, student and staff access to other special purpose rooms or activities normally accessible to others in the building.

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

3.1 Lease Term. The term of this Lease shall commence on September 1, 2019 and shall terminate at 11:59 p.m. on June 30, 2020 (the "Lease Term"). If Landlord is unable to give possession of the Leased Premises to Tenant on the date of the commencement of the Lease Term, rent shall abate for the period that possession by Tenant is delayed, but the Lease Term shall not extend beyond June 30, 2020. If such delay shall continue for more than thirty (30) days, then Tenant may, at any time within ten (10) days after the expiration of such thirty (30) day period, give Landlord a notice of election to terminate this Lease. This Lease shall terminate on the date provided in such notice and thereafter Tenant shall not be further obligated to Landlord under this Lease.

3.2 Rental Payments. In consideration of the covenants and obligations herein undertaken by Landlord, Tenant shall pay to Landlord an annual rental of fourteen thousand dollars ($14,000.00) (the "Annual Rent"). The Annual Rent shall be paid as follows: $1,400.00 per month for ten months, commencing on September 1, 2019. Additionally, Tenant agrees to pay Landlord the sum of four thousand five hundred dollars ($4,500.00) per classroom for ancillary services provided in connection with Tenant's occupancy of the Leased Premises, for each year of this Agreement.

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 general and special educational purposes, which may include, without limitation, use as office space or storage space. 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 155 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. 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.

5.4 Preparation for Occupancy and Possession. As a condition precedent to Tenant's obligations hereunder, prior to the commencement of the Lease Term, Landlord shall complete all 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 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.

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, subject to the provisions of paragraph 7.2 of this AGREEMENT providing for payment by the Tenant of the costs associated with Tenant's use of electricity at the Leased Premises.

ARTICLE VII -- TENANT'S OBLIGATIONS

7.1 Maintenance and Repairs. Tenant shall take good 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 excepted. Tenant shall make no alteration or changes in the Leased Premises unless it has first received written consent from Landlord. Such consent shall not be unreasonably withheld. 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 Electrical Utility Costs. Landlord is responsible for furnishing all utilities associated with the Tenant's use of the Leased Premises except telephone service.

7.3 Compliance With Laws. Tenant shall promptly execute and comply will 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, 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 and execute all applicable rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body.

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 alterations on the Leased Premises, without Landlord's prior written consent; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the Lease Term shall immediately cease and terminate at the option of Landlord as if it were the expiration of the original Lease Term.

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, Landlord or Landlord's representatives may re-enter the Leased Premises by summary proceedings and remove all persons therefrom, without being liable to prosecution therefor. 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 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. 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, alterations 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.

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.

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 and
NYCRR Title 8, 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 and the Leased Premises are free from any known under or above ground
contamination or pollutants. Landlord has no knowledge that such real property 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.

8.7 Authorization. The execution, delivery and performance by Landlord of this Lease is
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 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.

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 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.

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 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 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 fixtures, 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 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. 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 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 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 States 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:

Superintendent of Schools
Ichabod Crane Central School District
PO Box 820
Valatie, New York 12184-0137

(b) If to Tenant:

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

with a copy to:

Ms. Susan DiDonato
School Attorney
Questar III
10 Empire State Blvd.
Castleton, New York 12033

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 that 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.

11.8 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 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.

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

LANDLORD:

By: _________________________________

Name: ______________________________

Title: ________________________________

QUESTAR III:

By: _________________________________

Name: John C. Hill

Title: Board of Education President
SCHEDULE 1.1

DESCRIPTION OF LEASED PREMISES

(describe the leased premises by indicating specific classroom numbers and other descriptors).

Classrooms at Ichabod Crane Primary School:
  Room 220 AIM
  Room 109 Pre-K
LEASE AGREEMENT

THIS AGREEMENT (AGREEMENT), entered into as of this 1ST day of September, 2019, by and between the Rensselaer City School District, with its central administrative offices at 25 Van Rensselaer Drive, Rensselaer, New York 12144 ("Landlord") 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", with an office at 10 Empire State Blvd., Castleton, New York 12033 ("Tenant"). Landlord and Tenant may be hereinafter referred to as the Parties.

WHEREAS, the Parties have reached an agreement for the lease by Landlord to Tenant of 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 classroom(s) and offices as the same are more specifically described on Schedule 1.1 attached hereto and made a part hereof, in buildings commonly known as the Rensselaer Jr.-Sr. High School located at Van Rensselaer Drive, Rensselaer, New York 12144, together with the right to use its support facilities including, but not limited to: parking spaces, toilets, gymnasiums, libraries, hallways, recreation areas, cafeterias, and other areas of a like or similar nature, described as follows:

   Room Number(s): H111

   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. Student desks and chairs, teacher desk and file cabinet, work table, shelving for books and supplies, clock, chairs, chalk board, bulletin board and / or student locker or cloak room facilities, student and staff access to cafeteria services and facilities, routine administrative attention and direction in the conduct of fire and shelter drills, actual emergency, disruptive student behavior, or other crisis situations, student and staff access to other special purpose rooms or activities normally accessible to others in the building.

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 term of this Lease shall commence on September 1, 2019 and shall terminate at 11:59 p.m. on June 30, 2020 (the "Lease Term"). If Landlord is unable to give possession of the Leased Premises to Tenant on the date of the commencement of the Lease Term, rent shall abate for the period that possession by Tenant is delayed, but the Lease Term shall not extend beyond June 30, 2020. If such delay shall continue for more than thirty (30) days, then Tenant may, at any time within ten (10) days after the expiration of such thirty (30) day period, give Landlord a notice of election to terminate this Lease. This Lease shall terminate on the date provided in such notice and thereafter Tenant shall not be further obligated to Landlord under this Lease.

3.2 Rental Payments. In consideration of the covenants and obligations herein undertaken by Landlord, Tenant shall pay to Landlord an annual rental of seven thousand dollars ($7,000) (the "Annual Rent"). The Annual Rent shall be paid as follows: $700.00 per month for ten months, commencing on September 1, 2019. Additionally, Tenant agrees to pay Landlord the sum of four thousand five hundred dollars ($4,500) per classroom for ancillary services provided in connection with Tenant's occupancy of the Leased Premises, for each year of this Agreement.

Tenant may elect to occupy fewer classrooms by giving Landlord written notice sixty (60) days prior to the anniversary date of this AGREEMENT. In such event, the amount paid to Landlord shall be reduced by the amount of rent to be paid per classroom and the ancillary services fee attributable to such classroom(s), unless otherwise agreed in writing by the Parties.

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 general and special educational purposes, which may include, without limitation, use as office space or storage space. 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 155 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. 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.

5.4 Preparation for Occupancy and Possession. As a condition precedent to Tenant's obligations hereunder, prior to the commencement of the Lease Term, Landlord shall complete all 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, Section155.2, 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 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.

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, subject to the provisions of paragraph 7.2 of this AGREEMENT providing for payment by the Tenant of the costs associated with Tenant's use of electricity at the Leased Premises.

ARTICLE VII -- TENANT'S OBLIGATIONS

7.1 Maintenance and Repairs. Tenant shall take good 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 excepted. Tenant shall make no alteration or changes in the Leased Premises unless it has first received written consent from Landlord. Such consent shall not be unreasonably withheld. 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 Electrical Utility Costs. Landlord is responsible for furnishing all utilities associated with the Tenant's use of the Leased Premises except telephone service.

7.3 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, prevention, 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 and execute all applicable rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body.

7.4 Assignment/Subletting. Tenant, its successors, representatives, heirs, executors or administrators shall not assign this AGREEMENT, or underlet or sublease the Leased Premises, or any part thereof, or make any alterations on the Leased Premises, without Landlord's prior written consent; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the Lease Term shall immediately cease and terminate at the option of Landlord as if it were the expiration of the original Lease Term.

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, Landlord or Landlord's representatives may re-enter the Leased Premises by summary proceedings and remove all persons therefrom, without being liable to prosecution therefor. 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 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 the 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. 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, alterations 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.

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
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 and NYCRR Title 8, 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 and the Leased Premises are free from any known under or above ground contamination or pollutants. Landlord has no knowledge that such real property 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.

8.7 Authorization. The execution, delivery and performance by Landlord of this Lease is 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 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.

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 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.

**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 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 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 fixtures, 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 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. 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 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 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 States 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:

Superintendent of Schools
Rensselaer City School District
25 Van Rensselaer Drive
Rensselaer, New York  12144

(b) If to Tenant:

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

with a copy to:

Ms. Susan DiDonato
School Attorney
Questar III
10 Empire State Blvd.
Castleton, NY 12033

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 that 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.

11.8  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 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.

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

LANDLORD:

By:  

_________________________________  
Name:  

_________________________________  
Title:

_________________________________

QUESTAR III:

By:  

_________________________________  
Name: John C. Hill  

Title:  Board of Education President
SCHEDULE 1.1

DESCRIPTION OF LEASED PREMISES

(describe the leased premises by indicating specific classroom numbers and other descriptors).

Rensselaer City Jr.-Sr. High School H111
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

Revised July 1, 2019
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 not to exceed twenty-eight thousand dollars ($28,000.00) for the term of the Lease (the "Annual Rent") to be paid over ten months commencing September 1, 2019. The Annual Rent shall be paid as follows: one thousand four hundred dollars ($1,400) per month for each month until the first of the month immediately following the issuance of a certificate of occupancy for the CTE shop space as described in Schedule 1.1 hereof; and after such date, two thousand eight hundred dollars ($2,800.00) per month for the remaining ten months, commencing on September 1, 2019. Additionally, Tenant agrees to pay Landlord the annual sum of not to exceed 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: nine hundred dollars ($900.00) per month for each month until the first of the month immediately following the issuance of a certificate of occupancy for the CTE shop space as described in Schedule 1.1 hereof; and after such date, one thousand eight hundred dollars ($1,800.00) per month for the remaining 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 155 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 November 1, 2019, Landlord shall complete any construction work and obtain a certificate of occupancy for the Leased Premises including the CTE shop space as provided by Schedule 1.1 hereof 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. Time is of the essence for completion of such CTE shop space. 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 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.

Revised July 1, 2019
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 peacefully 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  
Att.: 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.
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:

Revised July 1, 2019
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, such construction to be completed with a certificate of occupancy issued prior to November 1, 2019, time being of the essence; and

c. Approximately 6+/- acres of lands and open spaces of Premises designated for the heavy equipment career and technical education program.
**Board Abstract**

<table>
<thead>
<tr>
<th><strong>Project Title:</strong></th>
<th>Perkins V Transition Year - 2019-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Funding Source:</strong></td>
<td>Carl D. Perkins Career and Technical Education Act</td>
</tr>
<tr>
<td><strong>Funding Status:</strong></td>
<td>Formula-Noncompetitive</td>
</tr>
<tr>
<td><strong>Amount:</strong></td>
<td>$257,238.00</td>
</tr>
<tr>
<td><strong>Funding Period:</strong></td>
<td>July 1, 2019 - June 30, 2020</td>
</tr>
<tr>
<td><strong>Project Director:</strong></td>
<td>Kimberly Sparkman</td>
</tr>
</tbody>
</table>
| **Purpose:** | The Strengthening Career and Technical Education of the 21st Century Act (Perkins V) provides federal support to CTE programs in a noncompetitive grant form in all 50 states and the territories. During the 2019-2020 school year, Questar III will utilize Perkins V funding to support the following three priorities in Questar III Career and Technical Education programs, agency-wide:
1. (State Priority 1) Complete a full-scale comprehensive local needs assessment for all Questar III CTE programs.
2. (State Priority 3) Strengthen supports for students with disabilities and English Language Learners.
3. (State Priority 4) Obtain approval of the new Questar III CTE program-Academy for Educational Careers. |
| **Date Submitted:** | 7/15/2019 |
**Board Abstract**

**Project Title:** Targeted Prekindergarten Program

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

**Funding Status:** Annual Grant Award

**Amount:** $349,557.00

**Funding Period:** July 1, 2019 - June 30, 2020

**Project Director** Arlene De Siena

**Purpose:** The purpose of this program is to provide prekindergarten classes to children whose families meet the economic requirements established by New York State. New York State mandates that 80% of students who attend targeted prekindergarten programs are from families whose income level falls at or below the threshold for free or reduced lunch. Eligible students must be four years old by December 1, 2019. Questar III BOCES's prekindergarten program adheres to New York State standards for prekindergarten, with an emphasis on the social/emotional development of the child, promoting independence through free choice play, literacy, and numeracy skills. Through the prekindergarten program, Questar III BOCES strives to ensure that each child receives a healthy start and critical skills necessary for future academic success.

**Date Submitted:** 6/3/2019
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:
Pro Start CGEC

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

Staff Advisor(s): Peter Desmond

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

Purposes of the Extraclassroom Activity:

☐ To compete in the ProStart International Competition

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 sales (Thanksgiving Pies, Holiday cookies, Valentines Heart shape cookies, Tomato Pie etc.)
Icecream sales

6-120-R