

BROOKFIELD CENTRAL SCHOOL
BOARD OF EDUCATION
REORGANIZATION MEETING
School Library/Media Classroom – 7:00 P.M.
Wednesday, July 17, 2024

AGENDA

- I. Call to Order
- II. Administration of the Oath of Office: New Board Member & Superintendent
- III. Election of Board Officers
 - a. President
 - b. Vice –President
- IV. Appointment of Officers
 - a. District Treasurer
 - b. District Clerk
 - c. Attendance Officer
 - d. Tax Collector
- V. Additional Appointments
 - a. School Physician
 - b. School Attorney
 - c. District External Auditor
 - d. Treasurer – Extra Classroom Activity Account
- VI. Designations
 - a. Official Bank Depositories
 - b. Regular Monthly Meetings
 - c. Official Newspapers
 - d. Records Management Officer
 - e. Chemical Hygiene Officer
 - f. Asbestos Designee
 - g. School Pesticide Representative
- VII. Authorizations
 - a. Person to Certify Payroll
 - b. School Purchasing Agent
 - c. Deputy Purchasing Agent
 - d. Signature for Checks
 - e. Establish Petty Cash Fund
 - f. Approve Budget Transfers
 - g. Approve Conferences, Conventions, & Workshops
 - h. Authorized to Loan Funds
 - i. Authorized to Invest Funds
 - j. Authorized to Transfer Funds between interest & Checking Accounts
 - k. Authorized for Revenue Anticipation Notes
 - l. Signature/Student Activity Account Checks
 - m. Signature/Student General Employment Applications & Permits

- VIII. Other Items
 - a. Readoption of Board Policies and Code of Ethics
 - b. Establishment of Mileage Reimbursement
 - c. Signatures/Federal & State Programs
 - d. Other Legal Counsel
 - e. Cooperative Bidding
 - f. Occupational Advisory Council
 - g. Compensation for Instructional Substitutes
 - h. Compensation for Instructional Substitute Teaching Assistants
- IX. Communications, Reports, Announcements
 - a. Additions/Amendments to the Agenda
 - b. Board President Communications
 - c. District Clerk Communications
 - d. Business Communications
 - e. Superintendent Communications
- X. Public Forum
- XI. Old Business:
- XII. New Business:
 - a. Designation of O-M-H Counties School Boards Association Representative
 - b. CSE Committees
 - c. Personnel: Appointment of Committee on Special Education Chairperson
 - d. Personnel: Appointment of Athletic Director
 - e. Designations – M-O-H School Healthcare Consortium
 - f. Designation – NYSMEC
 - g. Designation – Workers’ Compensation Consortium
 - h. Designation – OHM Liability Consortium
 - i. Authorization to Pay Vendors
 - j. Approval of: Tax Levy
 - k. Personnel: Appointment of Summer Helper
 - l. Personnel: Appointment of Summer Helper
 - m. Personnel: Appointment of Summer Helper
 - n. Personnel: Appointment of Title IX Coordinator
 - o. Approval of Agreement – Contract Cooperative Educational Services
 - p. Personnel: Appointment of 2024 Summer Enrichment Program Staff
 - q. Personnel: Acceptance of Resignation
 - r. Approval of Non-Resident Students for the 2024-2025 School Year
 - s. Personnel: Appointment of Full-Time Assistant Mechanic/School Bus Driver
 - t. Acceptance of June 18, 2024 Brookfield Central School Budget Vote Results
 - u. Approval of: Lease Agreements
 - v. Personnel: Acceptance of Resignation
 - w. Personnel: Acceptance of Resignation
 - x. Personnel: Appointment of Summer School Bus Monitor
- XIII. AJOURNMENT

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of July 1, 2024 by and between Brookfield Central School ("Landlord"), and Wayne & Madalyn Walker ("Tenant"). The parties agree as follows;

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a portion of the School's parcel located at the northern corner of the school's property. The specific area of this parcel being the lawn located behind the tenant's barn to the beginning of the grade on the northern corner of the schools property (shaded area on attached map). The property being leased being the shaded area on the accompanying survey. (The "Premises") located at Fairground Road, Brookfield, New York 13314.

TERM. The lease term will begin on July 1, 2024 and will terminate on June 30, 2025.

LEASE PAYMENTS. Tenant shall pay to Landlord \$1 annually on or before July 1, 2024, for a total lease payment of \$1.00. Lease payments shall be made to Landlord at PO Box 60, Brookfield, New York 13314, which may be changed from time to time by Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good condition as when delivered to Tenant, ordinary wear and tear expected.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a lawn. Tenant shall notify Landlord of any anticipated extended absence from the premises not later than the first day of the extended absence.

PETS. Tenant is permitted to have: cats/dogs, etc. No additional pets shall be allowed without the prior written consent of Landlord.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

MAINTENANCE. Landlord shall have no responsibility to maintain the Premises. Tenant shall be responsible for: maintaining lawn and not allowing debris to accumulate on the property.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises for the term of this Lease.

TAXES. Landlord shall pay all real estate taxes which may be levied against the Premises.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon sixty (60) days written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provision of law to the contrary, if Tenant fails to cure any financial obligation within three (3) days (or any other obligation within fourteen (14) days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payments(s) during the Holdover Period at a rate equal to 150% of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged the maximum amount allowable under applicable law for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. No remodeling, structural improvements or changes or additions to landscape are permissible.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

DANGEROUS MATERIALS. Tenant shall not keep or have on the premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that is necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD: Brookfield Central School District
PO Box 60
Brookfield, NY 13314

TENANT: Wayne & Madalyn Walker
Fairground Road (PO Box 105)
Brookfield, NY 13314

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of New York.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of parties and their respective representatives, successors and assigns.

LANDLORD:



Business Manager
Brookfield Central School District

TENANT:



Wayne & Madalyn Walker

REAL ESTATE LEASE

This Lease Agreement (“Lease”) is made effective as of July 1, 2024 by and between Brookfield Central School (“Landlord”), and Laura Goodemoot (“Tenant”). The parties agree as follows;

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a portion of the School’s parcel located at the corner of Fairground Road and Elm Street. The specific area of this parcel being from the west boundary of said parcel to the edge of the gravel parking lot extended to the south boundary of such parcel the north boundary of the area rented being Elm Street. The property being leased being the shaded area on the accompanying survey. (The “Premises”) located at Fairground Road, Brookfield, New York 13314.

TERM. The lease term will begin on July 1, 2024 and will terminate on June 30, 2025.

LEASE PAYMENTS. Tenant shall pay to Landlord \$1 annually on or before July 1, 2024, for a total lease payment of \$1.00. Lease payments shall be made to Landlord at PO Box 60, Brookfield, New York 13314, which may be changed from time to time by Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good condition as when delivered to Tenant, ordinary wear and tear expected.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a lawn. Tenant shall notify Landlord of any anticipated extended absence from the premises not later than the first day of the extended absence.

PETS. Tenant is permitted to have: cats/dogs, etc. No additional pets shall be allowed without the prior written consent of Landlord.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

MAINTENANCE. Landlord shall have no responsibility to maintain the Premises. Tenant shall be responsible for: maintaining lawn and not allowing debris to accumulate on the property.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises for the term of this Lease.

TAXES. Landlord shall pay all real estate taxes which may be levied against the Premises.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon sixty (60) days written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provision of law to the contrary, if Tenant fails to cure any financial obligation within three (3) days (or any other obligation within fourteen (14) days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payments(s) during the Holdover Period at a rate equal to 150% of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged the maximum amount allowable under applicable law for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. No remodeling, structural improvements or changes or additions to landscape are permissible.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

DANGEROUS MATERIALS. Tenant shall not keep or have on the premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that is necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD: Brookfield Central School District
PO Box 60
Brookfield, NY 13314

TENANT: Laura Goodemoot
10448 Elm Street (PO Box 325)
Brookfield, NY 13314

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of New York.


ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of parties and their respective representatives, successors and assigns.

LANDLORD:



Business Manager
Brookfield Central School District

TENANT:



Laura Goodemoot

BROOKFIELD CENTRAL SCHOOL
 BROOKFIELD, NY 13314
 Board of Education
 Calendar Meeting Dates for 2024-2025

Day	Date	Type of Meeting	Time
Wednesday	July 10	Organizational	7:00 p.m.
Tuesday	August 13	Regular	7:00 p.m.
Tuesday	September 10	Regular	7:00 p.m.
Tuesday	October 8	Regular	7:00 p.m.
Tuesday	November 12	Regular	7:00 p.m.
Tuesday	December 10	Regular	7:00 p.m.
Tuesday	January 14, 2025	Regular/Budget	7:00 p.m.
Tuesday	February 11	Regular/Budget	7:00 p.m.
Tuesday	March 11	Regular/Budget	7:00 p.m.
Wednesday	April ?	<i>BOCES Annual Dinner Meeting</i>	TBD
Tuesday	April 8	Regular/Budget	7:00 p.m.
Tuesday	April ?	<i>BOCES Budget Vote</i>	TBD
Tuesday	May 6	Budget Hearing/Regular	7:00 p.m.
Tuesday	May 20	Budget Vote	Noon-8 p.m.
Tuesday	June 10	Regular	7:00 p.m.

*Calendar dates subject to change