

BROOKFIELD CENTRAL SCHOOL
BOARD OF EDUCATION
Regular Meeting:
Wednesday, November 8, 2023
7:00 p.m. – School Library/Media Room

AGENDA

- ITEM 1. CALL TO ORDER: By: _____ Time: _____ p.m.
Pledge to Flag
- ITEM 2. Consent Agenda: Approval of – Minutes; Warrants
- ITEM 3. Communications, Reports, Announcements
A. Additions/Amendments to the Agenda
B. Board President Communications
C. Principal Communications
D. District Clerk Communications
E. Business Communications
F. Superintendent Communications
- ITEM 4. Public Forum:
- ITEM 5. Old Business:
- ITEM 6. New Business:
A. CSE Recommendations
B. Approval of: Resolution Authorizing Participation in Cooperative Energy Purchasing Service (NYSMEC) For Electricity
C. Approval of: Notice to Bidders – Sale of School Bus
D. Personnel: Appointment of Winter Sports Season Coaches
E. Personnel: Appointment of Winter Sports Season Assistant Coaches
F. Personnel: Appointment of Attendance Officer
G. Personnel: Appointment of Part-Time Teaching Assistant
H. Personnel: Appointment of Special Education Teacher
I. Approval of: Revised Shared Educational Services Agreement
J. Approval of: Financial Statements Audit 2022-2023
K. Approval of: District Corrective Action Plan for June 30, 2023 Financial Audit
- ITEM 7. Adjournment

**RESOLUTION AUTHORIZING PARTICIPATION IN
COOPERATIVE ENERGY PURCHASING SERVICE
(NYSMEC) FOR ELECTRICITY**

WHEREAS, Article 5-G of the New York State General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance or exercise of services, functions, powers or activities on a cooperative or contract basis among themselves or one for the other, and

WHEREAS, Section 119-n of the General Municipal Law defines the term "municipal corporation" for the purposes of Article 5-G as a county outside the city of New York, a city, a town, a village, a board of cooperative educational services, a fire district or a school district; and

WHEREAS, _____ (*Insert name of school district, town, village, etc.*) (hereinafter sometimes referred to as "Participant") is a "municipal corporation" as defined above; and

WHEREAS, this Board wishes for this municipal corporation to become or remain a Participant pursuant to the Municipal Cooperation Agreement For Energy Purchasing Services dated the 1st day of May 2005 (the "Agreement"), among municipal corporations collectively identified as the New York School and Municipal Energy Consortium ("NYSMEC") upon the terms of the Agreement and further wishes to authorize participation as an energy consumer as specified below.

NOW THEREFORE, BE IT RESOLVED, that this Board hereby determines that it is in the interests of the _____ (*Insert name of school district, town, village, etc.*) to participate in the NYSMEC, and authorizes and directs _____ (*insert name or title of Participant representative*) to sign the Agreement/and or the Billing Schedule and Agreement for electricity on its behalf; and

BE IT FURTHER RESOLVED, that this Board authorizes the Administrative Participant (as defined in the Agreement) to prepare, advertise, disseminate and open bids pursuant to the General Municipal Law and to award, execute and deliver binding contracts on behalf of this Board for the purchase of electricity delivered to the delivery point of the local utility distribution company for the Participant's facility or facilities, on a firm basis, for this Participant to the lowest responsible bidder as is determined by the Administrative Participant at a price for such commodity electricity not to exceed \$.0845 cents per kWh for a term of at least one year and no more than three years commencing May 1, 2024, and other terms and conditions, all as may be determined by the Administrative Participant, or to reject any or all such bids; and

BE IT FURTHER RESOLVED, that this Participant agrees to advertise said bid as may be directed by the Administrative Participant; and

BE IT FURTHER RESOLVED, that the officers and employees of this Participant are authorized to execute such other confirming agreements, certificates and other documents and take such other actions as may be necessary or appropriate to carry out the intent of this resolution.

This Resolution shall take effect immediately.

I certify that the foregoing resolution was duly adopted by the governing body of the municipal corporation named therein at a duly convened meeting thereof, held upon due notice and in accordance with all applicable laws, charters, by-laws and ordinances, including but not limited to the Open Meetings Law, as follows:

Date of Meeting: _____

Vote: Yes _____ No _____ Abstaining/Absent _____

Clerk of governing body
of municipal Participant

Date

SEAL

SHARED EDUCATIONAL SERVICES AGREEMENT

This Agreement, effective September 1, 2023 (“Effective Date”), is made by and between Brookfield Central School District (“Sending District”) and Madison Central School District (“Receiving District”). Sending District and Receiving District shall be collectively referred to as the “Parties.”

WHEREAS, Sending District is a central K-12 school district located in Madison County; and

WHEREAS, Receiving District is a central PK-12 school district located in Madison County; and

WHEREAS, Sending District and Receiving District seek to enter into a shared services agreement to enable students of Sending District to have a broader range of course offerings during their senior year of high school while still attending Sending District; and

IT IS, THEREFORE, in consideration of the mutual covenants contained herein, agreed as follows:

1. Purpose. The purpose of this Agreement is to provide students from the Sending School District with greater educational opportunities without the need to transfer to a neighboring school district and pay non-resident tuition. Thus, students from the Sending School District will be able to continue to participate in extracurricular and sports activities with their home district, continue access to free public education, and graduate from their home district without losing educational opportunities. This Agreement also provides the Sending District and Receiving District with the ability to share and therefore minimize costs.

2. Services. Sending District will designate certain students who are of school age and currently residing in Sending District to be sent to Receiving District (“Students”). Such designation shall be in writing and include the Student’s name, courses to be taken, and other information as requested by Receiving District.

3. Payment. Sending District shall pay the Receiving District tuition in accordance with Education Law and applicable regulation.

4. Term. This Agreement shall commence on the Effective Date and terminate on June 30, 2024. Either Party may terminate this Agreement early upon not less than ninety (90) prior written notice.

5. Transportation. Sending District shall transport Students and shall be responsible for all costs associated with transportation.

6. Scheduling. Sending District and Receiving District shall work collectively to create a schedule for Students.

7. **Records.** Receiving District shall provide Sending District with records sufficient to confirm grades and completion of the courses identified by Sending District. Such records shall be in a form mutually agreed upon by the Parties and in compliance with LGS-1.

8. **Authorization.** The Boards of Education of Sending District and Receiving District have to authorize the execution of this Agreement.

9. **Codes of Conduct.** Although Students will remain a student of Sending District, while attending Receiving District, Students shall comply with Receiving District's code of conduct, attendance policy, and other reasonable requirements articulated by Receiving District.

10. **Liability.** Each Party shall be liable for Students conduct and safety during the time period that Students are under the custody of such Party. As such, Receiving Party shall have no liability for Students while such Students are at Sending District or being transported by Sending District, unless a claim for loss or damages arises from the gross negligence or willful misconduct of Receiving District. Similarly, Sending District shall have no liability for Students while such Students are at Receiving District, unless a claim for loss or damages arises from the gross negligence or willful misconduct of Sending District.

11. **Compliance with Laws.** The Parties shall comply with all applicable laws, rules and regulations.

12. **Severability.** Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.

13. **Assignment.** This Agreement is binding upon the Parties and their respective successors and assigns, but each Party's obligations under this Agreement are not assignable. Any assignment shall be null and void.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. This Agreement may not be modified except by writing, duly executed by both Parties. This Agreement supersedes prior negotiations, representations and agreements, whether written or oral.

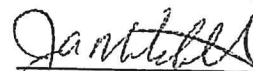
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as set forth below.

Brookfield Central School District

Superintendent of Schools

Date

Madison Central School District



Superintendent of Schools

10/18/23

Date