District No. 5

Hilary Hawks, Interim Superintendent Pat Copeland, Business Manger Margaret Green, Secretary

Mosquero Municipal Schools

P.O. Box 258 * 43 McNeil Ave. Mosquero, N.M. 87733 Phone 575-338-4653 * Fax 575-673-2305 Board of Education

Victor R. Vigil, President Amanda Culbertson, Vice-President Jacob Green, Secretary William Lewis, Member James Ray, Member

This meeting will be held in compliance with the New Mexico "Open Meetings Act," NMSA 1978, Section 10-15-1 to 10-15-4. The following agenda sets forth subjects of the meeting. The order in which the Agenda is followed is subject to change by the Board, if a topic on the agenda is permitted by law to be discussed in closed session, the board may or may not, at that time, close the meeting as to such topic. An agenda may be obtained at the main office of the Mosquero Schools, twenty-four (24) hours prior to the meeting. All action items on the agenda are marked with an asterisk (*) and may be first studied, reviewed and discussed by committee. The meeting is also being conducted in accordance with the Americans With Disabilities Act (42 U.S.D.12101 1991). The facility where the meeting is to be held is wheel chair accessible and handicapped parking is available. Requests for sign interpretive services are available. Requests should be received at least 48 hours prior to the meeting. To arrange for those or other handicapped services, please call the number above.

Special Board Meeting September 2, 2025 @ 7:00 AM Superintendent's Office

Zoom link:

https://mosquero-net.zoom.us/j/95076481269?pwd=mlkPUPgbs78znRCq3Z0WPA0i9xDLJk.1 Meeting ID: 950 7648 1269 Passcode: 2271

- 1. Call to Order, Invocation, and Pledge of Allegiance
- 2. Approve Current Agenda
- 3. Executive Session:
 - a. Personnel
- 4. Action:
 - a. Superintendent Contract
 - b. Approve Teacher Housing Contracts
- 5. Adjournment

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Victor R. Vigil, President Amanda Culbertson, Vice-President Jacob Green, Secretary William Lewis, Member James Ray, Member

Special Board Meeting September 2, 2025 @ 7:00 AM Superintendent's Office

Members Present:	Others Present:	
Victor R. Vigil	Johnna Bruhn	
Amanda Culbertson	Margaret Green	
Jacob Green	Hilary Hawks	
William Lewis		
James Ray		

Quorum was established by President Vigil.

1. Call to Order, Invocation, and Pledge of Allegiance

Meeting was called to order at 7:00 AM. The group said the Pledge of Allegiance and President Vigil led the invocation.

2. Approve Current Agenda

Jacob Green moved to approve the agenda as presented. Motion was seconded by William Lewis. All were in favor. Motion carried.

3. Executive Session:

a. Personnel

020-2526

At 7:05 AM, William Lewis moved to recess the meeting into closed session in compliance with the New Mexico "Open Meetings Act," Section 10-15-1 paragraph (H)(2) for the purpose of discussing personnel matters. Motion was seconded by Jacob Green.

Roll Call Vote: Victor R. Vigil, aye; Amanda Culbertson, aye; Jacob Green, aye; William Lewis, aye; and James Ray, aye. The motion carried unanimously.

Board members, Superintendent Bruhn, and Hilary Hawks were asked to leave, but were called back in partway through; everyone else exited.

At 7:17 AM, President Vigil stated that the Board met in closed session in compliance with the New Mexico "Open Meetings Act" to discuss personnel matters. President Vigil stated no action was taken.

4. Action:

- a. Superintendent Contract
- Jacob Green moved to hire Johnna Bruhn as superintendent for 2025-2027 with a contract amount of \$150,000 and 20 days of sick leave.

 Motion was seconded by William Lewis. All were in favor. Motion carried.
 - b. Approve Teacher Housing Contracts
- O22-2526 After the group reviewed the changes, William Lewis moved to approve the Teacherage Housing Contract as presented. Motion was seconded by Amanda Culbertson. All were in favor. Motion carried.

5. Adjournment

Jacob Green moved to adjourn at 7:25 AM. Motion was seconded by William Lewis. All were in favor. Motion carried.

PRESIDENT

SECRETARY

EXECUTIVE SESSION

School Board Secretary shall assure that the drafting of the Board Minutes contains the required language in the draft minutes reflecting the above Open Meetings Act Amendment -1993 — was followed.

EMPLOYEE HOUSING LEASE

THIS LEASE AGREEMENT ("Agreement") is made and entered into this	day of _	
20, by and between MOSQUERO MUNICIPAL SCHOOLS ("Lessor") and	d	
("Lessee").	*	
Agreement		
NOW, THERFORE, for and in consideration of the covenants and obligations and valuable consideration, the receipt and sufficiency of which is hereby ac agree as follows:	contained he	erein and other good , the parties hereto
1. Term. Lessor leases to Lessee and Lessee leases from Lessor property loca	ated at	
for a period of one year. The term of this lease shall commence on the	day of _	
20 and shall terminate on the day of	20	, unless sooner
terminated as provided herein. ("Lease Term").		
2. Rent. The rent for the Lease Term shall be Lessee's agreement to pay and	l payment of	
Dollars (\$) on a monthly ba	asis, accordin	g to the "teacherage
rental schedule". The monthly rental amount shall be payable by payroll de	duction, auth	norization for which shall
be granted by Lessee's signature on this Lease.		
3. Utilities . Lessor agrees to furnish the following utilities: None. Lessee sha account.	ıll transfer all	utilities to their own
4. Deposit. At the time of the execution of the lease agreement, the Lessee the sum of one month's rent. The receipt of these funds is acknowledged by cleaning costs, or damages caused on the premises during the term of the lewithin thirty (30) days of lease termination if not applied to any charges for	y the Lessor a ease. Deposi	as security for any t shall be returned
5. Pet fee. Lessee shall pay a non-refundable pet fee of \$25 per month \$250 two pets and shall be paid monthly along with the rent. annually on July 1 fee is not prorated based on a partial year. This non-refundable pet fee is to on the Premises. Any damage caused by the pet will be charged against the refundable pet fee deposit.	or the date o aken for the _l	of this agreement. This privilege of having a pet
6. Use of Property. The Property shall be used and occupied by Lessee as a benefit of his immediate family and/or dependents. Lessee shall not allow a temporary guests of Lessee, to use or occupy the Property without first obtained from the Superintendent of Mosquero Municipal Schools. Lessee shall communes and orders of any and all governmental or quasi-governmental authoroccupancy and preservation of the Property. Lessee agrees to abide by any by Lesser for the benefit and well-being of its teacher housing program. Lessee to transfer from one property to another if the housing needs of Mosquero	any other pe taining writte aply with any rities affectir regulations ssor reserves	rson, other than en consent to such use and all laws, ordinances, ng the cleanliness, use, as may be promulgated s the right to require

- b) Ensure Lessee's personal possessions do not clutter the Property. Unsightly personal possessions shall be cleaned up or removed by Lessee within three (3) days following written demand by Lessor;
- c) Lessee shall keep all walkways and driveways clean of snow and otherwise in a safe condition for pedestrian traffic;
- d) Lessee shall not paint any element of the Property (exterior or interior) without the prior written consent of the Lessor who reserved the right to approve the brand, type and color of the paint used, and the manner of paint application.
- e) Lessee shall not install new locks, change or add to any entrance door of the Dwelling Unit without the prior written approval of the Lessor;
- f) Lessee shall not install wood or coal burning fireplaces or stoves in or on the Property;
- g) Lessee shall obtain prior permission from Lessor to install a satellite dish system on the Property;
- h) Lessee shall not tamper with any heating, ventilation or air cooling or conditioning equipment. All work will be performed by the Lessor or its Agent.
- i) Lessee is responsible for any damage to the Property made by his vehicle;
- j) Lessee shall not remove appliances or other fixtures owned by the Lessor from the Dwelling Unit without the written consent of the Lessor;
- k) Existing window coverings (drapes, blinds) must not be removed without the prior consent of the Lessor;
- l) Any fixture attached to the Dwelling Unit or otherwise on the Property, including but not limited to ceiling fans, fences, motion lights, bookshelves attached to walls, shall be considered permanent and must remain intact upon Lessee's vacation of the Property;
- m) Lessee is responsible for maintenance of lawns and flower gardens in neat and good condition, including but not limited to:

mowing grass on a regular basis; trimming shrubs; maintaining regular water schedule for lawn and flower gardens;

13. Lessor's Right to Enter. Lessor reserves the right to enter, inspect and perform work on the Property in the interests of health, safety, or to safeguard Lessor's realty or personal property. Such entry shall only be made during reasonable hours and with twenty-four (24) hours advance notice. The Lessee may request to be present during such entry. Lessor shall have the right to enter the Property without prior notice to Lessee if Lessor reasonably believes that an emergency exists which requires such entrance. In case of such an emergency, Lessor shall promptly notify Lessee of the date, time and purpose of entry, and of the emergency which necessitated it. This notice does not apply when entry is made at the request of the Lessee.

- **21. Quiet Enjoyment.** Lessee, upon payment of all of the sums referred to herein as being payable to Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Property for the term hereof. Lessee agrees to expressly respect the rights and needs to other Lessees and neighbors and to use appropriate and reasonable judgment in matters that affect and impact upon those living in the same area.
- **22.** Indemnification. Lessee recognizes that the Property shall be under his exclusive control during the term of this Agreement. Lessee agrees that Lessor shall not be liable for any damage or injury to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Property or the Dwelling Unit, or to goods or equipment, or in the Dwelling Unit, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature pertaining to the Property.
- 23. Default. With the exception of timely payment of rent, if Lessee fails to comply with any of the provisions of this Agreement or materially fails to comply with any duties imposed on Lessee by statute, Lessor may terminate this Agreement fifteen (15) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate this Agreement by reason thereof. Failure by Lessee to pay rent when due shall be cause for termination of this Agreement upon seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate this Agreement by reason thereof. Upon termination, Lessor shall have the right to re-enter the Property and to take possession thereof. In the event of terminations, Lessee shall quit and surrender the Property peaceably to Lessor and all Lessee's rights in the Property shall be deemed at an end. In the event Lessor is required to take legal action to enforce its right hereunder, Lessee shall pay, in addition to any legal judgement awarded in favor of Lessor, reasonable attorney fees and costs of suit. Personal property not removed by Lessee on demand may be removed and stored or disposed of by Lessor at Lessee's sole expense and risk. In the event the terms and provisions of this agreement conflict with State Law, then the provision of State Law shall be applicable.
- **24.** Early Termination by Lessee. Lessee may terminate the lease before the end of the lease term upon thirty (30) days' written notice to Lessor of Lessee's moving date.
- **25. Grievance Procedure.** All grievance or appeals arising under this Agreement shall be processed and resolved pursuant to the grievance procedure of Mosquero Municipal Schools which is in effect at the time such grievance or appeal arises.
- 26. Termination of Employment. Termination of employment shall constitute termination of the lease ten (10) days thereafter, without notice, and Lessee shall forthwith vacate the Property unless Lessor, in its discretion, waives such termination in writing. The privilege of leasing the Property is not to be deemed a benefit or condition of employment or compensation therefore, and termination of or refusal to renew, grant, or exceed a lease of any Property by Lessor shall not affect any rights, obligations, or duties otherwise granted to or imposed upon Lessor and any employee by virtue of the employment contract or relationship. This Agreement shall terminate automatically at the end of the regular academic year session if Lessee has not been re-employed by Lessor for the following school year, in which case the Property shall be vacated within ten (10) days after end of the Lessee's employment contract terminates. No notice, other than notice of non-reemployment, shall be necessary.
- **27. Abandonment**. If, at any time during the Lease Term, Lessee abandons the Property or any part thereof, Lessor may, at Lessor's option, obtain possession of the Property in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind. Lessor may, at Lessor's discretion, as agent for Lessee, re-let the Property, or any part thereof, for the whole or any part of the then un-expired term,