

School Facilities Agreement

between

The Dunbarton School District

and

The Town of Dunbarton

1. PURPOSE AND SCOPE:

This agreement defines the responsibilities of the Dunbarton School District ("School") and the Town of Dunbarton ("Town") regarding the use and maintenance of the Dunbarton Elementary School ("DES"), nearby recreational facilities and athletic fields, and the Harlan and Betty Ann Noyes Community Center (collectively, the "School Facilities"). The Parties recognize the importance of memorializing the long-standing agreement of each Party's responsibilities with regards to the operation of the School Facilities. These responsibilities shall be adhered to at all times, unless and until, a change in this Agreement is agreed to by the Parties. The School Board and the Board of Selectman will implement this agreement.

2. CONDITIONS:

- 2.1 The School District agrees to accept responsibility for the items identified in Section 3.1 below entitled "School Responsibilities."
- 2.2 The Town agrees to accept responsibility for the items identified in Section 3.2 below entitled "Town Responsibilities."
- 2.3 The School District and the Town agree to accept shared responsibility for the items identified in Section 3.3 below entitled "School District and Town Shared Responsibilities."
- 2.4 The parties agree to work together cooperatively in the best interests of the residents of Dunbarton.
- 2.5 This Agreement may be amended, in writing, with the consent of both parties.
- 2.6 A copy of this Agreement shall be made available to the public on the School District's and Town's respective Web sites.

3. RESPONSIBILITIES:

3.1 **School District's Responsibilities**

The School District shall control use and operation of the School Facilities. The School District shall develop and implement policies for such control and shall consult with the Board of Selectmen prior to making any changes or alterations to these policies.

- a. Pay for electricity to snack shack at ball field.
- b. Provide winter maintenance of paved walkways and accept a new snow blower from the Town. May delegate snow removal to users of the facility during non-school activities, particularly on weekends.
- c. Pay for gas and maintenance of the snow blower, which will be provided by the Town as set forth under Section 3.2(b) below.
- d. Ensure ball field is maintained and clear of trash prior to school use.
- e. Schedule the Harlan and Betty Ann Noyes Community Center ("Community Center") usage. Refer to the School District policy in place for directions and making reservations.
- f. Develop a list of tasks to perform to open and close the Community Center.
- g. Develop a list of items that must be cleaned in the kitchen and bathrooms, define "broom clean", and include a list of tasks to be completed with the application to use the Community Center in accordance with School policy.
- h. Maintain playground equipment and the area surrounding the playground, including parking lot basketball hoops, in good working order.
- i. Develop and maintain landscape structures and plantings, including school sign, Japanese garden, flower gardens, and ornamental trees around the building.
- j. Propose a warrant article at the 2016 School District Meeting to change the Kitchen Equipment Fund to the Community Center Fund for the repair or replacement of kitchen equipment, chairs, tables, score board and audio-visual equipment replacement, and to appropriate \$1,000.00 annually with a fund balance not to exceed \$10,000.00. The School District will advise the Town of the fund balance on an annual basis through the Trustees of the Trust Fund in the town report.
- k. Maintain septic system and associated leach field in compliance with all permits and regulations, including the necessary pumping of the tanks.

- l. Maintain Underground Oil Storage Tank compliance with all permits and regulations, including general maintenance and filling.
- m. Obtain and maintain air permits, and provide payment of all fees, for the School Facilities generator.
- n. Maintain storage rooms inside DES by stairs within school entrance hallway.
- o. Monitor and maintain exterior storage sheds owned by the DES.
- p. Ensure that the in-wall lunch tables at the Community Center will be used in accordance with School policies.
- q. Monitor snow and ice accumulation at classroom exit windows for emergency egress and notify Town Administrator when snow and ice needs to be removed.
- r. Replace the leach fields if and when they need replacement.

3.2 Town Responsibilities

- a. Mow grass around school buildings and ball fields.
- b. **Upon** execution of this Agreement, the Town will purchase a new snow blower for School use and the School District will assume ownership of the Town's current snow blower and the new snow blower for use at the School Facilities.
- c. Replace and repair walkways and drainage around school building, including asphalt paving.
- d. Maintain, repair, replace parking lots, paint lines within parking lots, use the road sweeper in the parking lots, and obtain any signs needed for the parking lots. The School District will notify and coordinate with the Road Agent/Town Administrator.
- e. Provide snow removal, application of sanding and/or ice melt to parking lots and driveways prior to school opening. These actions shall be undertaken at all times during winter weather events and when weather conditions require such actions.
- f. Provide fuel and maintenance for the School generator and comply with air permits, and any other applicable regulations.
- s. To appropriate up to \$1,000 annually for contribution to the School District's Kitchen Equipment Fund provided the fund balance does not exceed \$10,000. Such funds shall be transferred before June 30, or prior to the beginning of the

School District's fiscal year. The School District will advise the Town of the fund balance on an annual basis through the Trustees of the Trust Fund in the town report.

- g. .Remove and trim vegetation and trees encroaching on the leach fields and grounds.
- h. Upon request, remove snow and ice at classroom exit windows for emergency egress.
- i. Remove trash and recycling from the School Facilities to meet the School's needs as determined by the School Principal.

3.3 School and Town Shared Responsibilities

- a. Town will maintain storage room and contents of the storage room located outside the kitchen/gym door in accordance with School District policy. Because the storage room is part of the school facilities the School Principal will install a new lock and issue keys stamped DO NOT DUPLICATE. The Town Administrator and the School Principal will work together to assign keys to authorized personnel. The keys and the lock shall be controlled by the School Principal.

4. CONTACT INFORMATION:

- a. Town Contact: Town Administrator 5 days per week during the week.
- b. School Contacts: School Principal or Administrative Assistant.
- c. Board Contacts: School Board Chair and Chair for Board of Selectman.

5. EFFECTIVE DATE AND DISPUTE RESOLUTION:

- a. This Agreement shall remain in effect from the date of execution below until any amendment or termination
- b. Termination of this Agreement may only occur following 60 days' written notice by the terminating party to the non-terminating party
- c. The parties will negotiate in good faith any disputes regarding any provisions within this Agreement.

IN WITNESS HEREOF, this Agreement is made this 10th day of December 2015
2015, by and between the Dunbarton School District and the Town of Dunbarton .

On behalf of the Dunbarton School District

By: [Signature]
Deborah Trotter, Chair of the School Board

Witness: [Signature] -----

Date: 12/10/15

On behalf of the Town of Dunbarton

By: [Signature]
Brian Pike, Chair of the Board of Selectman

Witness: [Signature]

Date: 10 Dec 2015