

Memo

To: Budget & Property

From: Marian Alese

cc:

Date: May 20, 2016

Re: May 24 Agenda

Attached is the agenda and supporting documentation for the meeting next Tuesday.

I will be sending additional information on the Capital Project priorities under separate cover.

I would like us to have one last look at the facility use policy, as well as the proposed fee schedule.

I have also included the town agreements for review, and would like to discuss the trust funds.

Thanks!

**OFFICE OF THE SUPERINTENDENT OF SCHOOLS
Peterborough, New Hampshire**

CONTOOCCOOK VALLEY SCHOOL DISTRICT

BUDGET & PROPERTY

May 24, 2016

**SAU Office
7:00 PM**

AGENDA

Committee Members:

Dick Dunning, Chair
Janine Lesser
Tom Kelly
Dave Martz
Stephan Morrissey

- 1. Call to Order**
- 2. Approval of Minutes – May 10, 2016**
- 3. Review of Town Agreements**
- 4. Facility Use Policy and Fee Schedule**
- 5. Capital Project Priorities**
- 6. Use of Trust Funds**
- 7. Other**
- 8. Non-Public Session: RSA 91-A:3, II (If Needed)**

**OFFICE OF THE SUPERINTENDENT OF SCHOOLS
Peterborough, New Hampshire**

CONTOOCOOK VALLEY SCHOOL DISTRICT

BUDGET & PROPERTY

May 10, 2016

SAU Office

7:00 PM

Minutes

Committee Members:

- Dick Dunning, Chair
- Janine Lesser
- Tom Kelly
- David Martz
- Stephan Morrissey

Committee Members Present: Dick Dunning, Janine Lesser, David Martz, Steve Morrissey

Others Present: Marian Alese, Myron Steere, Steve Bartsch, John Jordan, Coreen Rivet, Chris Faro, Bill VanZandt

1. Call to Order

Dick Dunning called the meeting to order at 7:00 p.m.

2. Approval of Minutes – April 12, 2016

Stephan Morrissey moved to approve the minutes as read. Janine Lesser second. Stephan Morrissey abstained. Motion carried.

3. April Expense Report

Marian Alese noted that there is a substantial delta in the salary and health insurance lines. We have had a number of staffing changes. In addition, this is the first year of the CVEA Agreement. Insurance rates for the new plan are less than that of the old plan last year. \$500K has been transferred to the unreserved line from health insurance. The supply line has been encumbered in the amount of \$100K for curriculum. It appears that there will be a healthy balance.

4. Superintendent Search

Dick Dunning recommended allocating funds to conduct a Superintendent Search. He asked for a recommendation for administration to bring forward a search.

Stephan Morrissey moved to allocate up to \$50K to conduct a Superintendent Search. David Martz second.

Janine Lesser asked if we have had success with companies conducting the search. History was shared.

Motion to ask the board for up to \$50K to conduct a Superintendent Search.

In favor: Stephan Morrissey and Janine Lesser.

Opposed: David Martz opposed.

Motion to recommend to the board carried.

5. Food Service Update

Year to Date
16-17 Budget
16-17 Contract

Marian Alese reported that she has sent the contract to the Department of Education. Summer program is coming quickly so this is time sensitive.

David Martz moved to bring the food service contract to the board next Tuesday for a vote. Stephan Morrissey second.

The difference is that the amount is less and we will be looking at a general fund subsidy.

First year of the agreement we had them hire our staff; one year deal, now removed. These are yearly contracts.

Last year's figure was \$1.2M. We will have a subsidy in the current year and again next year.

Marian Alese said that we are looking at a loss for the program.

We have eight buildings for elementary and we cook in two of them. We need 3 or 4 people to go out to the elementary schools. We are looking to stagger those schedules so we can consider staff.

Breakfast after the Bell is a program being considered. It has the potential to increase business. The same struggles are occurring that we had in the past. It costs us more to send someone to some of our schools than the revenue generated in that building.

The suggestion for SMS was to increase the number of lunches from two to three or four.

Discussion took place about designing a schedule around food delivery vs. education. The conversation occurs when talking about ways to get to level funding.

Conversations have to take place first with building administrators. If the expectation is that this program is going to break even or make money then difficult decisions need to be made. If we are accepting of supporting the program to some funding level then that is a different conversation.

Marian wants the board to understand the mechanics, obstacles, and challenges of the program.

Myron Steere asked what equipment has been added. Steam tables, air screens, etc. have been added.

Motion is to move contract to board for their approval on Tuesday.

Unanimous.

6. Fuel Purchase Authorization

Stephan Morrissey moved to recommend to authorize Marian Alese to purchase fuel to the board. Janine Lesser second. Unanimous.

7. Other

Dick Dunning reported that Steve Bartsch is here to speak about parking fees at CVHS for students.

Steve Bartsch reported that the parking fee was \$35.00 forever. Discussion did take place at one time about raising them, but it never happened. Two years ago, a group of students worked to eliminate parking fees. The following year, athletic fees were eliminated. No parking fees have been collected for two years. Stickers are issued for those cars that park at the high school.

Stephan Morrissey asked how many cars have stickers. Steve Bartsch reported approximately 175. The cost for stickers and staff tags approximate \$300.00.

Stephan Morrissey asked the quote to pave the parking lot. Marian Alese reported that it is approximately \$.5M and it includes excavating.

Steve Bartsch reported that \$5,600 was collected in 12/13, \$6,090 in 13/14, and 14/15 \$3,500.

Steve Bartsch did not recommend charging for parking fees. It is not worth it. Our kids come from nine different towns and it has helped attendance. In the past only seniors were eligible for parking passes.

Now, parking is open to all students.

Stephan Morrissey moved to reinstate parking fees at the parking lot at a cost of \$75.00 per car.

David Martz second.

Stephan Morrissey said that there is a cost to plowing and maintenance. It is a privilege.

Janine said that there is the factor that some will be able to pay and others will not. Is the implication that we will hire someone to monitor?

David Martz moved to amend the motion to say that we will allow administration to charge up to \$75.00 per car.

Stephan Morrissey second.

Discussion took place about the opportunities for kids when allowing them to park.

David Martz said that he had no issue with not charging.

In favor of making administration capable of charging up to \$75.

Stephan Morrissey and David Martz in favor.

Janine Lesser and Dick Dunning opposed.

Back to the original motion moved by Stephan Morrissey to reinstate parking fees at a cost of \$75.00.

Stephan Morrissey in favor

All else opposed. Motion failed.

Policy Committee is looking at parking privileges not associated with fees.

Budget & Property is giving it back to policy. Not recommending a fee.

Marian Alese shared a proposal for an Instrument Inventory Swap Program for musical instruments.

Stephan Morrissey moved to authorize to permit Mr. Wickham to move forward with this program. David Martz second. Unanimous.

Marian reminded that a Public Hearing in June will be scheduled to use the Trust Fund money for track.

8. Non-Public Session: RSA 91-A:3,II (If Needed)

Stephan Morrissey motioned to enter into non-public session in accordance with RSA 91-A:3,II for negotiation of contracts at 8:05 p.m. Unanimous on a roll call vote.

Motion to exit non-public session at 8:20 p.m. Second. Unanimous.

Stephan Morrissey motioned to seal the minutes of non-public session for a period of 5 years. Janine Lesser second. Unanimous.

Stephan Morrissey motioned to adjourn at 8:20 p.m. Second. Unanimous.

Respectfully submitted,

Brenda Marschok

**Town Of
BENNINGTON
New Hampshire
Inc. 1842**

SEP 26 1996

September 23, 1996

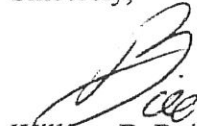
Keith Burke, Assistant Superintendent
Conval School District
Route 202 North
Peterborough, N.H. 03458

Dear Keith,

Enclosed is the executed Real Estate License Agreement signed by the
Bennington Selectmen Wednesday.

They signed the single Agreement. Please provide us with a copy of the
document with all signatures, for our records.

Sincerely,



William B. Reid,
Administrative Assistant

enc.

WBR/dab

burke3

REAL ESTATE LICENSE AGREEMENT

Real Estate License Agreement (this "Agreement") made this 18th day of September 1996 between Contoocook Valley School District, a cooperative school district formed and organized under the laws of New Hampshire, with a business address of Route 202 North, Peterborough, New Hampshire (hereinafter referred to as "Conval" or the "District"), and the Town of Bennington, a municipal corporation organized under the laws of the State of New Hampshire, with a business address of 7 School Street, Bennington, New Hampshire (hereinafter referred to as "Bennington" or the "Town"):

WHEREAS, Conval is a New Hampshire cooperative school district comprised of nine pre-existing school districts, including the Bennington School District.

WHEREAS, Conval provides public educational services and facilities to the children of Bennington.

WHEREAS, at Conval's most recent annual district meeting on March 23, 1996, the District voted, among other things, to raise and appropriate the sum of \$15,500,000 to renovate and construct elementary schools within several towns and particularly to construct a new elementary school within the Town to serve the educational needs of the elementary school children who reside in Bennington.

WHEREAS, by non-binding vote held on March 12, 1996, registered voters of the Town voted to request that the District renovate and expand the "Pierce School," the elementary school already existing in the Town, rather than build a new school on a new site,

WHEREAS, in respect to the wishes of the voters of the Town as expressed in the Town's non-binding vote of March 12, 1996, the Conval school board agreed to renovate and expand the Pierce School, including, among other things, renovations and expansion of the building itself, play and parking areas, athletic fields, and landscaping.

WHEREAS, prior to 1967, title to the land upon which the Pierce School is located (the "Pierce School lot") was held by the Town.

WHEREAS, in contemplation of the formation of Conval, the Town, after proper vote held March 14, 1967, and by deed dated April 13, 1967 (recorded at the Hillsborough County Registry of Deeds at Book 1923 Page 140), transferred the Pierce School lot, to the Bennington School District. (The Pierce School lot is more particularly described in the attached Schedule A.)

WHEREAS, Conval acquired title to said Pierce School lot as property of Bennington School District as part of the cooperative school district organization process.

WHEREAS, it would be beneficial and desirous to the Town if Conval were to begin the renovation and expansion of the Pierce School as soon as possible.

WHEREAS, Conval must acquire additional real estate in order to undertake the renovation and expansion of the Pierce School.

WHEREAS, one such parcel, consisting of 12,036 square feet, (the "Town Parcel") abuts the Pierce School Lot on the north and was thought to have been owned by Conval, when in fact title remains in the Town by virtue of deed of Monadnock Paper Mills, Inc., dated 1950, recorded in the Hillsborough County Registry of Deeds at Book 1251, Page 369. (The Town Parcel is more particularly described in the attached Schedule B).

NOW THEREFORE, in consideration for the mutual covenants, agreements, and conditions hereinafter set forth, Conval and the Town hereby agree as follows:

1. Conval shall proceed in a prompt fashion to renovate and expand the Pierce School.
2. The Town hereby grants to Conval a license to do all acts or tasks, and to engage in all conduct, which Conval deems reasonably necessary and appropriate to accomplish or facilitate the accomplishment of the mutually desired objectives of completing the renovation and expansion of the Pierce School, and the operation of the Pierce School following the completion of the renovation and expansion; such acts and conduct to include, but not to the exclusion of any other acts or tasks, or conduct deemed necessary or appropriate:
 - a. entry to the Town Parcel with or by construction equipment or personnel;
 - b. excavation and opening of the ground surface of the Town Parcel;
 - c. removal from the Town Parcel of any earth materials of whatever kind and nature;
 - d. the cutting or detachment and removal from the Town Parcel of any trees, timber, shrubs or other vegetation or growth;
 - e. construction of any building(s) or additions to any existing building upon the Town Parcel;
 - f. construction upon the Town Parcel of any fence or wall, whether for the purpose of protecting or safeguarding any of the equipment or materials used in the renovation and expansion of the Pierce School, the protection of the public from the hazards inherent in a construction site, or for purposes relating to the operation of the Pierce School after the renovation and expansion is completed;
 - g. installation or construction upon the Town Parcel of any driveway(s), walkway(s), parking or play area(s), irrespective of material, and irrespective of whether intended for permanent or temporary use;
 - h. installation or construction upon the Town Parcel of any underground or above ground utility lines, cables, wires, or water or sewer/septic piping, including the installation of any poles, manholes or other fixtures reasonably necessary or

appropriate to the provision of utilities to the Pierce School, or reasonably necessary or appropriate to the renovation and expansion of the Pierce School.

3. Notwithstanding the rights and licenses which the Town grants to Conval under Section 2 and the other provisions of this Agreement, Conval shall abide by and follow any and all applicable State or Federal laws or regulations.

4. All of the rights and licenses which the Town grants to Conval in Section 2 of this Agreement, extend equally to any and all contractors, sub-contractors, employees, or agents, who are rendering services to carry out the renovations and expansion of the Pierce School, but only to the extent such services are necessary and appropriate to the renovation and expansion..

5. All costs relating to the expansion and renovation of the Pierce School shall be borne in the first instance by Conval.

6. The Town agrees to expeditiously proceed with such procedures as are necessary, including the holding of a special town meeting, to convey good title to the subject lot to Conval.

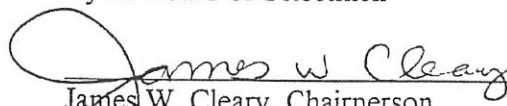
7. All materials, whether in their raw or finished state, and all equipment used in the construction of the renovations and expansion of the Pierce School, shall belong to Conval, or to its agents and contractors, and shall in no way or manner be deemed property of the Town.

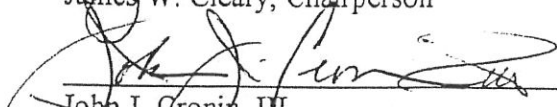
8. Any amendments or modifications to this Agreement shall be effective only if in a writing duly signed by the authorized representatives of each party.

9. This Agreement shall be governed, construed, and enforced in accordance with and under the substantive law of the State of New Hampshire.

THE TOWN OF BENNINGTON

By its Board of Selectmen


James W. Cleary, Chairperson


John J. Cronin, III


Terry Schnare

GROUND LEASE

AGREEMENT OF LEASE, dated as of this 30 day of November, 1999, by and between the Town of Hancock, a New Hampshire municipal corporation with a mailing address of P.O. Box 6, Hancock, County of Hillsborough and State of New Hampshire 03449 ("Town"), and the Contoocook Valley School District, a New Hampshire Cooperative School District, duly organized, with its principal offices located on Concord Street, Peterborough, County of Hillsborough and State of New Hampshire ("CVSD").

WHEREAS, the Town is the owner of certain real property located on School Street, which is more specifically described on the plan attached hereto and incorporated by reference herein (the "Premises"); and

WHEREAS, the Town and CVSD have agreed to the construction of a new school building owned by CVSD and attached to the real estate owned by the Town; and

WHEREAS, Town Warrant Article 9 adopted at the continued Town Meeting held on May 3, 1997, which is attached hereto and incorporated herein as Attachment A, authorized the board of selectmen to enter into all necessary agreements with the CVSD for the siting of the new school, including specific authorization to negotiate the terms and conditions of a real property lease, and to execute such lease on behalf of the Town for a period exceeding two years; and

WHEREAS, the parties have agreed to the terms and conditions of the real property lease as described herein;

NOW THEREFORE, in consideration for the mutual obligations stated herein, the parties agree as follows:

ARTICLE I. PREMISES

The Town agrees to let, and CVSD agrees to take, the parcel of land located on School Street, as shown on the plan of land attached hereto as Attachment B referred to as the "Premises."

ARTICLE II. TERM AND RENEWALS

The term of this Lease shall be for a period of fifty (50) years commencing on January 1, 1999 and terminating on December 31, 2049 ("Term"). Thereafter, the Lease may be renewed by CVSD at its sole discretion and upon the same terms and conditions as stated herein for successive ten year periods ("Renewal Term") or until such time as CVSD no longer requires the Premises for

use as an active public school. The lease shall terminate at such time as the Premises are no longer required for such purposes. The lease shall be automatically renewed at the completion of the Term or any Renewal Term unless written notice of non-renewal is tendered by one party to the other no less than one year prior to the expiration of the Term or Renewal Term, unless other notice is otherwise agreed upon between the parties.

ARTICLE III. RENTAL

In addition to the consideration of the mutual obligations stated herein, CVSD agrees to pay the Town annual rent of One Dollar and No Cents (\$1.00) each year during the Term or Renewal Term commencing on January 1, 1999, and on that date each year thereafter.

ARTICLE IV. COMPLIANCE WITH APPLICABLE LAWS

CVSD agrees to comply with any applicable law, ordinance or regulation, federal, state, county or local, now or hereafter enacted, applicable to the Premises, relating to the use and occupancy thereof or to the making of repairs, changes, alterations or improvements.

ARTICLE V. RIGHTS TO IMPROVE AND ALTER

A. Right to Construct School Building: CVSD may construct, utilize, repair and maintain, at its sole expense, a building and related structures, including sidewalks and roads and parking areas, substantially as shown on the plan attached hereto as Attachment C (the "Facility"). CVSD may also install and maintain, at its sole expense, such equipment and appurtenances to the Facility as may be necessary for the operation of the Facility ("Equipment"). CVSD may also make, at its sole expense, such repairs to the Facility as it may deem necessary. With the exception of the land reserved for the future construction of two additional classrooms as shown on the attached plan, CVSD may not make any substantial alterations, changes or replacements to the Facility that result in the enlargement of the building footprint or in changes to the exterior structure without the written approval of the Board of Selectmen.

B. Right to Construct Utilities: CVSD may construct, erect, utilize and maintain, at its sole expense, power and telecommunications poles, transmission lines, cables and related equipment on the property necessary to serve the Facility ("Utilities").

C. Title to the Facility, Equipment and Utilities: During the Term, or any Renewal Term, title to the Facility, Equipment and Utilities shall be vested solely in CVSD. Upon the termination of this Lease, or at such earlier time as the parties may agree, CVSD shall provide the Town with the right of first refusal to purchase the Facility in accordance with the Articles of Agreement among the school districts of Antrim, Bennington, Frankestown, Hancock, Greenfield, Peterborough, Temple, Sharon and Dublin ("Articles of Agreement").

ARTICLE VI. Repair and Maintenance

A. Except as provided herein, CVSD shall reasonably maintain, and have exclusive responsibility for the repair and maintenance, of the Facility including sidewalks, Equipment and Utilities and shall assume any costs associated with such repair or maintenance.

B. CVSD shall assume responsibility at its sole expense for the maintenance and repair of Elementary Lane and the parking areas and sidewalks serving the Premises, including snow removal.

C. The Town shall assume the responsibility at its sole expense for the maintenance and repair of the baseball and soccer fields located on School Street.

D. CVSD shall assume the responsibility and the costs associated with the installation and maintenance of all landscaping at the Premises.

ARTICLE VII. USE OF THE PREMISES

A. CVSD agrees to allow the Town and its agents and residents to have access to, and the use of, the multi-purpose room at the Facility for public, recreational and educational purposes. CVSD shall have the right to schedule such use after taking into account both the needs of the Facility and the request of the Town. The use of the Premises by the Town other than on holidays, Sundays and after normal custodial hours shall be at no charge to the Town. If the Town's use is during times when normal custodial services are not otherwise provided, then CVSD may charge the Town the cost to provide such services.

B. The parties agree that CVSD shall have priority use of the recreational fields serving the Facility while school is in session, and the Town shall have priority use of the recreational fields during non-school hours and when the school is not in session.

ARTICLE VIII. INSURANCE

CVSD agrees to maintain at all times during the Term or Renewal Term of this Lease appropriate insurance for fire, general liability and other casualty for the Facility, Equipment and Utilities. CVSD agrees that the general liability insurance policy shall name the Town as an additional insured. CVSD also agrees to provide the Town with evidence of such insurance if requested to do so by the Town.

ARTICLE IX. FIRE AND OTHER CASUALTY

If the Facility is damaged by fire or other casualty, CVSD shall cause such damage to

be repaired, or, if such damage is extensive, it shall arrange for the removal of the Facility at its expense. Any necessary repair or removal of the Facility shall occur as soon as possible, but in no event longer than three years after the event causing the necessity of repair or removal of the Facility. Repair or replacement of the Facility shall occur within the existing building footprint unless the expansion of the building footprint is otherwise agreed upon in writing by the Town.

ARTICLE X. DEFAULT

A. If the Premises are abandoned by CVSD for a period in excess of one year, then this Lease shall be terminated and the Town may seek to purchase the Facility in accordance with the Articles of Agreement.

B. If CVSD is in default of any of the terms and conditions of this Lease, and such default continues for thirty days after written notice of such default to CVSD by the Town, then this Lease shall terminate, unless otherwise agreed in writing between the parties, and the Town may seek to purchase the Facility in accordance with the Articles of Agreement.

ARTICLE XI. INDEMNIFICATION

A. The Town agrees to indemnify, defend and hold CVSD harmless from all claims, demands, injuries, judgments and causes of action, costs and expenses, of whatever kind or nature arising from any negligent or willful act of the Town or its authorized Agents or employees in the use of the Premises as such use is permitted herein.

B. CVSD agrees to indemnify, defend and hold the Town harmless from all claims, demands, injuries, judgments and causes of action, costs and expenses, of whatever kind or nature arising from any negligent or willful act of CVSD or its authorized Agents or employees in the use, occupation and control of the Premises.

ARTICLE XII. ASSIGNMENT

This Lease and the obligations stated herein may be assigned by either party only upon written notification to, and approval by, the other party, which approval shall not be unreasonably withheld.

ARTICLE XIII. NOTICE


Any notices required by this Lease shall be mailed by certified mail, return receipt, to the then current office location of the respective parties.

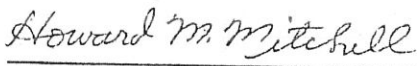
ARTICLE XIV. RECORDATION

This Lease shall be executed in recordable form and the original shall be recorded in the Hillsborough County Registry of Deeds with the cost of recording to be shared equally between the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed effective as of the date first written above.

The Town of Hancock
By its Board of Selectmen,

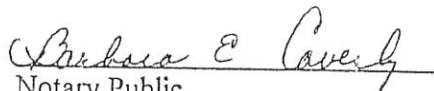
By: 
Neal A. Cass


Howard M. Mitchell


Isabel (Laurie) L. Bryan

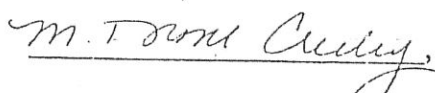
STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Before me the undersigned officer, appeared Neal A. Cass, Howard M. Mitchell, and Isabel L. Bryan, this 30th day of November, 1999 and, being duly authorized by vote of the Town Meeting under Article 9 of the Warrant Article approved on May 3, 1997, signed the foregoing Lease on behalf of the Town of Hancock for the purposes state therein.


Notary Public

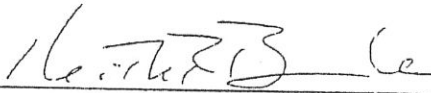
Commission Expires:
MY COMMISSION EXPIRES
OCTOBER 13, 2000

Contoocook Valley School District

By: , its
School Board Chair, duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Before me the undersigned officer, appeared M. Diane Creeley, this
17th day of November, 1999 and being duly authorized, signed the foregoing
Lease on behalf of the Contoocook Valley School District for the purposes stated therein.



Notary Public

Commission expires:

KEITH P. BURKE, Notary Public
My Commission Expires May 27, 2003

FILE COPY

Addendum to Ground Lease
Between the Town of Hancock
and the
Contoocook Valley School District

011 000
Blodgett

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2 -
16 37

AGREEMENT OF LEASE, dated November 30, 1999 between the Town of Hancock, a New Hampshire municipal corporation with a mailing address of P.O. Box 6, Hancock, County of Hillsborough and State of New Hampshire 03449 ("Town"), and the Contoocook Valley School District, a New Hampshire Cooperative School District, duly organized, with its principal offices located at 106 Route 202 North, Peterborough, County of Hillsborough and State of New Hampshire ("CVSD") is amended as follows:

The PARTIES have agreed that it would be desirable for CVSD to construct a children's playground on premises identified as "Tennis Courts" on the plan attached to the Ground Lease on the same terms and conditions as are set forth in the Ground Lease.

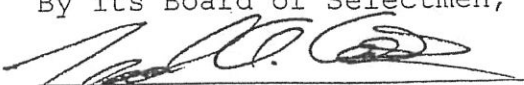
NOW THEREFORE, the parties agree that CVSD may construct, maintain, and repair a children's playground within the area of the "Tennis Courts" as shown on said plan.

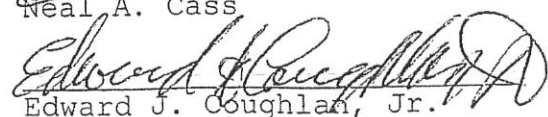
The PARTIES further agree that all the provisions of the Ground Lease apply to this addendum, except as follows:

1. Contoocook Valley School District shall reasonably maintain, and have exclusive responsibility for the repair and maintenance of the playground and shall assume any costs associated with such repair or maintenance.
2. Contoocook Valley School District shall allow the Town and its agents and residents to have access to, and the use of, the playground. The parties agree that Contoocook Valley School District shall have priority, but not exclusive use of the playground while school is in session.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed effective as of the date first written above.

The Town of Hancock
By its Board of Selectmen,


Neal A. Cass


Edward J. Coughlan, Jr.


Laurie Bryan

BK6693 PG0124

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this
29th day of July, 2002 by Neal A. Cass, Edward J. Coughlan,
Jr., and Laurie Bryan, Selectmen of the Town of Hancock, on
behalf of the Town.

Barbara E Caverly
Notary Public/Justice of the Peace

Barbara E Caverly
Printed Name

MY COMMISSION EXPIRES
AUGUST 23, 2005
Expiration Date

Contoocook Valley School District

By:

M. Diane Creeley
M. Diane Creeley its School
Board Chair, duly authorized

BK6693 Pg0125

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this
19th day of August, 2002 by M. Diane Creeley, Chair of the
School Board of Contoocook Valley School District on behalf of
the school district.

Sophia Rallis
Notary Public/Justice of the Peace

SOPHIA RALLIS
Printed Name

Expiration Date

SOPHIA RALLIS, Notary Public
My Commission Expires March 28, 2006

**LETTER OF AGREEMENT
ANTRIM MEMORIAL GYMNASIUM**

1. The Antrim Memorial Gymnasium is available to the Contoocook Valley Regional School District (ConVal) for use from 7:45 am until 3:30 pm Monday thru Friday. This time frame encompasses the current school day for both Great Brook School (GBS) and Antrim Elementary School (AES). If the ConVal School District must modify the school day, then these times are subject to change. The ConVal School District will submit a written schedule for district events to the Antrim Recreation Department in 4 month increments starting August 1st for September – December, December 1st for January - April and April 1st for May - August. The gymnasium is available for use by the Town of Antrim during all other times.


Beginning September 2014, the District will allow the Antrim Recreation Department to use the Gymnasium from 8:00 – 8:45 am and the AES Multipurpose Room from 3:15 – 3:30 pm solely for before school and after school programs for students of the District. There may be times when GBS will request the use of the Antrim Memorial Gymnasium from 7:00 - 8:45 am if the GBS gymnasium is unavailable.

In the event of a declared emergency, the gymnasium will be available to the Town in accordance with the Town's Emergency Management Operations Plan.

The Town of Antrim's use of the Antrim Memorial Gymnasium will not be subject to any fees not set forth in this document.

2. Outside of the determined regular school hours, the Town of Antrim's use of the gymnasium will be scheduled as follows:
 - A. Antrim Recreation Department's scheduled programs, as approved by the Antrim Recreation Commission and agreed to by the Board of Selectmen, will have priority.
 - B. Groups or individuals requesting gym use for a private function will complete the required form(s) and submit the request to the Antrim Recreation Department (including a certificate of insurance) at least 10 working days in advance of the function date. Request form(s) is available from either the Antrim Recreation Department or the Antrim Town Hall.
 - C. Changes to approved private use of the gymnasium must be submitted to the Antrim Recreation Department at least one week in advance of the function, if possible.
 - D. The Antrim Board of Selectmen reserves the right of final approval for all private use.
 - E. Town use of the gymnasium for Town functions will be determined by the Board of Selectmen.
3. The Town of Antrim's Recreation Office, adjacent to the gymnasium and located within the Antrim Elementary School section of the building, is granted to the Town of Antrim by the ConVal School District in exchange for space given up by the Town when the gymnasium was expanded. Any change to the agreed upon use of the space must be approved by the Antrim Board of Selectmen and the ConVal School District. Use of the entry lobby and the adjacent restroom facilities is shared by the Town and the District.

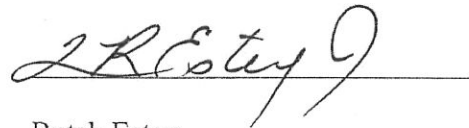
12. Normal school hours will be defined by the ConVal School District by August 1 of that year. The District reserves the right to modify those hours at anytime to ensure an adequate education of the students in the District.
13. All employees and volunteers will be properly vetted.
14. The Superintendent of the ConVal School District and the Antrim Board of the Selectmen will each appoint a contact person to execute this agreement.
15. This document will be in force until cancelled by either party in writing. This agreement must be reviewed by both parties in July of each year.



Michael Genest
Chairman, Antrim Board of Selectmen

10/14/2014

Date



Butch Estey
Chairman, ConVal School Board

Date

AGREEMENT

Agreement made this 4th day of MAY, 1995 by and between THE TOWN OF DUBLIN, a municipality situated in Cheshire County, State of New Hampshire ("TOWN") and CONTOOCOOK VALLEY SCHOOL DISTRICT, a municipal corporation, having a principal place of business at Peterborough, Hillsborough County, New Hampshire ("DISTRICT").

WHEREAS, DISTRICT is the owner of certain land located on the northerly side of Main Street, also known as Route 101, in Dublin, County of Cheshire and State of New Hampshire, known as the "Dublin Consolidated School property"; and

WHEREAS, the TOWN intends to acquire property located easterly of the Dublin Consolidated School property for purposes of establishing a public playground and recreation area; and

WHEREAS, the DISTRICT wishes to enter into an Agreement with the TOWN wherein the DISTRICT shall be permitted to make use of the playground and recreational facilities by the Dublin Elementary School, its staff and pupils; and

WHEREAS, the TOWN wishes to assure access and parking for the citizens of the Town of Dublin who attend and make use of the TOWN's playground and recreation area;

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. The DISTRICT hereby gives, grants, and conveys to the TOWN the right to pass and repass over the DISTRICT's property on foot and by motor vehicle for the purpose of attaining access to the TOWN's playground and recreational facility located easterly of the Dublin Consolidated School property, together with the right to use the parking facilities on the DISTRICT's property in common with staff of and visitors to the Dublin Consolidated School.

2. The TOWN hereby gives, grants, and conveys to the DISTRICT the right to use the playground and recreational facilities of the TOWN located easterly of the Dublin Consolidated School property, in common with the citizens of the Town of Dublin, and in conjunction with use thereof by the TOWN's citizens.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed to this Agreement on the day and year first above written.

BK 1534 PG 0525

Town of Dublin

By: Charles A. Winchester (?)

By: Bruce A. Fox

By: Stephen F. Knapp

Contoocook Valley School District
By its School Board

By: Mary Lowry Clark
Chairman

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7th day of SEPTEMBER, 1995, by Mary Lowry Clark, Chairman of the Contoocook Valley School District School Board, on behalf of the Contoocook Valley School District.

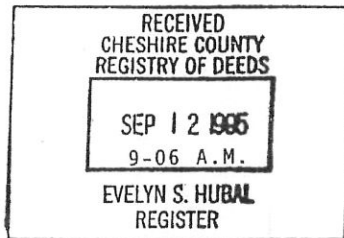
Norman Frakeshine
Notary Public
Justice of the Peace

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8th day of September, 1995 by CHARLES A. WINCHESTER, BRUCE A. FOX and STEPHEN F. KNAPP, Selectmen of the TOWN OF DUBLIN, ON BEHALF OF THE TOWN OF DUBLIN.

J. Andrew Farnham
Notary Public/Justice of the Peace

FERNALD, TAFT, FALBY & LITTLE - PROFESSIONAL ASSOCIATION - PETERBOROUGH, N.H. 60488-0270



KF – Community Use of Schools

When not in use for school purposes, school buildings and grounds, or portions thereof, may be used for education, discussion, civic, social, recreational, or entertainment purposes; and other such purposes that promote the welfare of the community, including use as registration and polling places for voters.

No person, group, or organization has any vested right to use school property. The right to use the property for any lawful purpose is subject to approval by the School Board's designee.

Accordingly, the Board has established detailed regulations and procedures, including rental fees, pertaining to the public use of school facilities.

Religious Organizations

All groups who use school facilities for religious purposes will pay a fee, which shall be the same for all religious denominations.

When religious organizations wish to use school facilities for other than religious services events, separate applications should be filed and said applications will be considered in the same manner as any other civic or recreational request.

Community Use of School Facilities

The use of school buildings, grounds and fields, equipment, and facilities will be authorized by the Superintendent or his/her designee in conformity with the following procedures governing their use as approved by the Board.

1. The use of school facilities for school purposes, school-sponsored activities/events, alumni associations, parent-teacher associations, and other organizations affiliated with the schools have precedence over all others. (Requests for school facilities for school programs must be cleared with the building principal or his/her designee.) *need this?*
2. School-related groups, including state educational professional associations will be permitted reasonable use of school facilities
3. All activities must be under adult supervision approved by the building administrator or his/her designee of the building involved. In all cases, an assigned school employee may be on site. The group using the facilities will be responsible for any damage to the building or equipment.

4. Groups using the facilities are restricted to the dates and hours approved, and to the building area and facilities specified, unless requested changes are approved by the building administrator or his/her designee.

5. Large Groups using the facilities are responsible for the observance of county and state fire and safety regulations at all times. RSA 153:5 and Administrative Rules SAF-C 6000 require that trained crowd control managers be on duty during any public assembly event. Organizers of any activity are required to provide the names of trained Crowd Control Managers that will be present at the event(s).

(A Basic Fire Safety & Crowd Managers Training Program can be found on the ConVal School District website under Emergency Plans (<http://www.Conval.edu>))

*To Be
posted*

6. The use of alcoholic beverages, drugs, profane language, gambling in any form, or any other activity restricted in district policies and handbooks are not permitted on school premises. Smoking within the building or on school grounds is not permitted.

7. The School Board will cooperate with recognized agencies, such as the Red Cross and Town Emergency Management Services, and will make suitable facilities available without charge during community emergency or to prepare for civil defense.

8. Liability insurance will be required for all non-school related groups given permission to use school facilities. Organizers of any activity must provide a certificate of insurance endorsed to name the ConVal School District as an additional insured.

9. The Board will periodically review and approve a fee schedule for use of facilities.

10. In situations where there is no cost to the district, or the renter is a ConVal youth organization, or in any situations where a mutual exchange of facilities is possible between the school district and the organization, or when the district requests a change in location fees may be waived or modified by the Superintendent or his/her designee. In situations where extended usage for a long period of time is required, fees may be set at a contract price.

11. Nothing in this policy is meant to supersede agreements related to town facilities and property reached between the District and town entities.

12. The Superintendent or his/her designee and/or the School Board reserve the right to cancel any facility use permission granted.

Statutory Reference

RSA 153:5, NH State Board of Fire Control Rules

Legal Reference

Administrative Rules SAF-C 6000, NH State Fire Code

Category: R

See also ECA

See Also: Basic Fire Safety & Crowd Managers Training Program

1st Read: April 15, 2014

2nd Read: May 6, 2014

Adoption: May 6, 2014

< KED - Facilities or Services - Grievance Procedure (Section 504)

KFA - Personal Conduct and Civility (<http://schoolboard.convalsd.net/district-policies/k-school-community-relations/kfa-personal-conduct-and-civility/>)

FACILITY FEE SCHEDULE
DRAFT Revised May 2016

Notwithstanding agreements with member towns and the ConVal Youth Sports Association, rental fees and other charges for use of school facilities shall be administered based on a fee schedule set by the Contoocook Valley School Board, and may be subject to change from time to time.

All rental fees will be assessed on a daily basis.

All users shall provide a certificate of insurance, and may be asked to pay a refundable \$500 deposit at the time of booking.

Type of Organization/Event	A	B	C
Non-profit			
Non-Profit Meeting Space	NC		
Private School Athletic Program		2% Facility Fee plus Staff Fee	
Fund Raiser for Schools	NC		
Fund Raiser		2% Facility Fee plus Staff Fee	
For Profit			
All For Profit Organizations			5% of Gross Sales plus Staff Fee
Labor Rates: Custodial or Groundskeeper \$30/hr per staff member (2 hour minimum) Kitchen Staff: \$20/ hr per staff member (2 hour minimum) Auditorium/Technical Support: \$35/ hr per staff member (2 hour minimum)			

Athletic Fields	Without Lights	With Lights
Peterborough Elementary	\$60/2 hour block	\$350 Per Event
South Meadow School	\$75/2 hour block	
ConVal High School	\$100/2 hour block	

SEASONAL OR LONG TERM USE

Applications for seasonal or long term-use should be submitted prior to the opening week of school or at least 10 days prior to the beginning of the event. Fee categories noted above will serve as the priority usage for facility usage.

Labor rates below will be in effect, where applicable.

Labor Rates:	
Custodial or Groundskeeper Staff:	\$30/hr per staff member (2 hour minimum)
Kitchen Staff:	\$20/ hr per staff member (2 hour minimum)
Auditorium/Technical Support:	\$35/ hr per staff member (2 hour minimum)